CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
DATE
August 16th, 2021
St. Francis Area Schools District Office
4115 Ambassador Blvd. NW
6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA
    A. Worksession Notes July 26, 2021
    B. City Council Minutes – August 2, 2021
    C. Rivers Edge 5th Addition Financial Security Reduction
    D. Park Grant Contract Approval-Siwek Park
    E. Accept Police Officer Resignation – Kurt Green
    F. Accept City Clerk Resignation
    G. Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
    A.
7. PUBLIC HEARING
    A.
8. OLD BUSINESS
    A. Dwelling, Single Unit Detached - Ordinance 283 Second Series (2nd Reading) Resolution 2021-XX Authorizing Summary Publication
9. NEW BUSINESS
    A. City Staffing Discussion
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
    A. Department Reports
        1. Fire Monthly Comparison Report
    B. Council Member Reports
12. ADJOURNMENT

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

Work Session Notes

July 26, 2021 at 5:30 PM
ST FRANCIS COMMUNITY CENTER
23340 CREE STREET NW, ST FRANCIS MN

Roll Call: In attendance Steve Feldman, Kevin Robinson, Sarah Udvig, and Joe Muehlbauer. Rob Bauer arrived at 5:45 p.m.

Also in attendance: City Administrator Joe Kohlmann and Community Development Director Kate Thunstrom.

Item 2 – Broadband Discussion

Community Development Director Thunstrom noted that the city is anticipating approximately $800,000 in American Rescue Plan Funds. One of the approved uses for this money is to extend broadband. Anoka County has notified cities that it would match any monies used to extend broadband up to $150,000. Thunstrom provided some preliminary partnership discussion that would be between Midco, Anoka County, and St. Francis. Each entity would pay a portion of the project to extend broadband westerly in the City of St. Francis about 3,500 feet and it would service approximately 51 homes to begin with and future expansion. She also noted the difficulty residents had with internet during the pandemic shutdowns. She also noted that the easterly portion of the city would be extended some broadband but that is outside of this project and handled solely by Midco.

There was discussion from the City Council about funding and logistics. Overall, the general direction was for staff to continue to pursue the project, especially due to the matching funds from Anoka County.

Item 3 – Woodbine Expansion

Community Development Director Thunstrom provided an overview of the three properties acquired by the City on the north side of Bridge Street. She provided an overview of the access issues and property delineation issues. She noted that the CIP has allocated funds in 2023 for a possible Woodbine road extension. Overall, the direction was for Staff to continue analyzing and preparing for a road extension.

Item 4 – St. Francis Blvd. Property

Community Development Director Thunstrom provided an overview of the two city owned properties on St. Francis Blvd. There was interest communicated to the city about building out additional commercial space on these locations. Thunstrom provided an overview of the access issues on the properties. She discussed the multiple stakeholders and potential solutions for improving the access issues. The general direction was to continue discussions and evaluating the properties to find a solution for the access issues.

Item 5 – 241st and Infrastructure

Administrator Kohlmann provided an overview of the existing water/sewer utility system that runs throughout the City. He noted that American Rescue Plan funds can be used to extend sewer and water utilities. He discussed the contiguous development that seems to be occurring along Highway 47 and toward 241st. He noted that there is an already approved concept plan for a subdivision east of the highway. Overall, he stated that the remaining A.R.P. funds could potentially extend half a mile of utilities. However, the area also has gravel roads. He then provided an overview of the easterly portion of the utilities and discussed how extending utilities in that direction would stem from Rivers Edge. He noted that Anoka County was planning a road project for the fall of 2021 on Rum River Blvd. He stated it may be possible to install the utilities and then potentially defer the assessments. There was discussion about if the utilities would be utilized. It was determined that was largely dependent on the local land owners. The overall direction was to continue to explore the possibility of using A.R.P. funds for utility extensions.

Meeting adjourned at 7:38 p.m.

Respectfully Submitted,

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Joseph Kohlmann

CITY OF ST. FRANCIS
CITY COUNCIL MINUTES
August 2nd, 2021
St. Francis Area Schools District Office
4115 Ambassador Blvd. NW
6:00 PM

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
The regular City Council meeting was called to order at 6:03 pm by Mayor Steve Feldman.

2. **ROLL CALL**

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

Also present: Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Associates, Inc.), City Planner Beth Richmond (HKGi), City Administrator Joe Kohlmann, Public Works Director Jason Windingstad, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Liquor Store Manager John Schmidt, Community Development Director Kate Thunstrom, Finance Director Darcy Mulvihill, and City Clerk, Diana Saenger

3. **APPROVAL OF AGENDA**
MOTION BY: MUEHLBAUER SECOND: BAUER APPROVING THE REGULAR CITY COUCIL AGENDA
Ayes: Udvig, Muehlbauer, Feldman, Bauer, Robison
Nays: None
Motion carried 5-0

4. **CONSENT AGENDA**
A. City Council Minutes – July 19, 2021
B. Approve Quote with Empire Pipe Service for Routine sewer system cleaning (Jetting & Televising)
C. Authorization not to Waive Statutory Liability Limits
D. Authorization to hire Corrine Lauer as a Full-Time Liquor Store Clerk
E. Approve Weber Inc. – Pay Application #1
F. Temporary/Seasonal Outdoor Sales Permit – St. Francis Chamber of Commerce
G. Party Permit
H. Payment of Claims

MOTION BY: BAUER SECOND: ROBINSON APPROVING THE CONSENT AGENDA ITEMS A-H.

Ayes: Bauer, Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 5-0

5. **MEETING OPEN TO THE PUBLIC**

City Administrator Joe Kohlmann asked if anyone wanted to speak. No one came forward.

6. **SPECIAL BUSINESS – NONE**

7. **PUBLIC HEARINGS**

A. Capital Improvement Plan 2022-2026 Hearing and Approval

City Administrator Joe Kohlmann introduced the item and action before the City Council.

Finance Director Darcy Mulvihill presented the item, noting the Capital Improvement Plan (CIP) from 2022 to 2026 was posted to the City's website in June. She reviewed the funds included in the CIP, department approvals, and now it is before the City Council for hearing and approval. The CIP includes money for several different projects and in 2022, $318,550 into different 'pots' to save for projects. Funding for capital equipment is from transfers from water and sewer of $10,000 each year and for 2022, $260,000 from the general tax levy. She offered to answer questions of the City Council.

Mayor Feldman opened the Public Hearing at 6:07 p.m.

There being no further public comment, he closed the Public Hearing at 6:08 p.m.

Mayor Feldman stated he reviewed the CIP that identifies what the City needs in buildings, equipment, and the new software also tells you the justification for the purchase, year to make the purchase, and funding source. This provides a map of how to put the CIP into effect. Mayor Feldman stated he does not understand how you can have a CIP without some type of software or mapping to get to that end result of how to pay for an item. He stated, this software is a strong budgetary management tool because it puts all the parts of the puzzle together and provides better direction.

Mayor Feldman stated he is pleased with the CIP as it provides a good outlay for 2022 to 2026 and he supports its approval.

Robinson agreed the software gives the City a better idea of what is in store yet there is flexibility to change in the future should something come up. He stated police, fire, roads, and bridges have always been his mantra and as long as those needs are being met and keeps our customers, the taxpayers, in mind as we move forward, that is what is important to him. He approves the CIP at this juncture.

Muehlbauer agreed with Robinson and Mayor Feldman. He saw nothing alarming or questionable in the CIP that would raise a red flag and moving forward is a good thing. He stated he had no issue with the CIP.

Bauer also agreed and stated it is nice you can look through the breakdown year after year and see the amounts of money spent, noting there are no change orders to the budget every year as has been seen in the past when no one was looking at the 'roadmap' to see where constituent's money was being spent.

Udvig stated she concurs with all that has been said.

Mayor Feldman noted he has always said if the software does not look out 20-25 years into the future so you can prepare for it, you'll end up waiting too long and have to increase tax levies. This way, the City is able to plan ahead and put money aside for what is coming in the future. He agreed with Robinson that the software allows the City Council to move an item up in an emergency, providing flexibility. Mayor Feldman stated the City Council are the steward of taxpayer's money and commended staff and the City Council for assuring strong budgetary management over the last four and a half years. He acknowledged that no system is perfect, but this plan can be tweaked as necessary and it is working.

MOTION BY: UDVIG SECOND: MUEHLBAUER APPROVING THE 2022-2026 CAPITAL IMPROVEMENT PLAN.

Ayes: Bauer, Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 5-0

8. <u>OLD BUSINESS</u> – NONE

9. <u>NEW BUSINESS</u>

A. <u>Comprehensive Plan Amendment; Subdivision</u>

1. Resolution 2021-38 Approving a Metes and Bounds subdivision splitting the property at 23465 St. Francis Blvd. NW into two parcels
2. Resolution 2021-39 Approving a Comprehensive Plan Amendment at 23465 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 two requests of Scott Black of EDI for a Comprehensive Plan amendment and metes and bounds subdivision for property located at 23465 St. Francis Boulevard NW and a Comprehensive Plan amendment to re-guide the property as medium high residential. She stated these applications will lay the groundwork for a senior housing development.

Richmond stated this 33-acre site is currently vacated and located on both sides of Ambassador Boulevard. There are existing residential uses to the south and a business park and light industrial to the north. She described the location of the subject site, noting the R-1 zoning east of Ambassador and R-2 zoning and business park on the western side.

Richmond described the requested lot split, noting since the parcels are large and meet the zoning dimensions for their respective zoning districts, it can be done with metes and bounds, which is a shortened subdivision procedure when compared to a preliminary and final plat process.

Richmond referenced the location of streets and stated both lots have access onto an improved street; however, the original site plan proposes access onto Ambassador itself. The County is not supportive of that access at this time so the developer and County are in on-going discussions to work out access to the site, which may result in a redesign of the site.

Richmond explained the applicant is requesting to amend the land use guidance for the western portion of the property to medium high density residential, a land use category that allows a density of 7 to 12 units per acre. She noted the western side of the property along Ambassador is currently medium density, or 3 to 7 units per acre, so the request would bump up the density slightly to accommodate senior housing.

Richmond explained that due to the on-going questions about access with the County, the applicant has requested the City Council consider amending the entire western portion medium density residential and the business park area to medium high density residential. If approved, it would reguide the business park to medium high density residential. The applicant is making this request to allow for flexibility if the site needs to be rearranged to focus the senior housing closer to Hwy. 47 as opposed to Ambassador and so another Comprehensive Plan amendment would not be needed.

Richmond pointed out that the western portion is some of the limited land available for business park and employment uses. She noted that in the concept, the applicant has shown that whatever portion of the site not used for senior housing would be used for higher density independent living as seniors transition from independent to assisted living.

Richmond stated the Planning Commission reviewed the requests at their July 21, 2021 meeting, clarified that further development is planned for the land west of Ambassador Boulevard, and that there are no plans to develop the land on the east side of the road. The Commission also discussed reguiding the entire 18 acres west of Ambassador to medium high density residential to allow flexibility in the siting of the proposed senior housing development. Following the public hearing and discussion, the Planning Commission unanimously recommended approval of the subdivision request and Comprehensive Plan amendment for the entire 18 acres west of Ambassador Boulevard.

Richmond reviewed the actions before the City Council include approving, denying, or tabling the application to request additional information. She noted the action on the subdivision requires a 3/5ths vote and the Comprehensive Plan amendment requires a 4/5ths vote.

Mayor Feldman asked about the County's concerns with access to the site from Ambassador, noting Mn/DOT has Hwy. 47 on the other side. Richmond explained there are several possibilities for access to the site. If access is restricted from Hwy. 47 and Ambassador, then Stark probably makes the most sense. Also, Aztec and Yucca come from the north so there are options but the developer is hoping to get access off Ambassador.

Mayor Feldman asked what is the County's hold back. Richmond explained County roads are meant to move traffic and keep it flowing so if more driveways and access points are added, it can become a safety issue. The rule of thumb is the County does not allow additional access points onto County roads but there is room for negotiation, which is what the developer is doing. Richmond stated there are no final concepts today but more information on that will come with the site plan.

Mayor Feldman noted if access goes to Stark, the developer will have to change the site plan to accommodate that access. Richmond agreed that tweaks to the site would be needed and the developer will be considering that.

Mayor Feldman asked if there is a good chance they can get something worked out or a variance with Mn/DOT and the County. Richmond stated she does not believe there is a variance process. Right now, they are opening the lines of communication and talking about it, which is the best option to pursue right now. She noted again there are local public streets that provide other access options but this is a larger use that may need access onto a larger street.

Mayor Feldman stated one way or the other, there is nothing in here that would kill the project. Richmond answered in the affirmative, noting that is why staff is trying to facilitate those conversations and figure out something that works for everybody.

Muehlbauer stated the application makes sense and he agrees with reguiding the whole western portion based on the fact that otherwise, it would waste people's time to have to come back again. Based on what has been discussed in the past work session, the City Council had agreed it liked the plan in general so he sees no reason to hold the developer back.

Mayor Feldman stated based on what was in the packet, the east side has no plans for the future. Richmond stated the developer of senior housing is only buying the west portion so there are no plans to change anything with the east side.

Udvig stated she attended the Planning Commission meeting and drove by afterwards. She stated it's a short street with beautiful houses, and to have trucks rumbling through there early in the morning would be very disruptive to the neighborhood. She stated the street the liquor muni and water tower are on is a straight shot and asked if that could provide access.

Richmond stated the City, HKgi, the applicant, and County have an upcoming meeting to discuss the road. All of this will come back to the City Council during the site plan process. Tonight, the consideration is the Comprehensive Plan amendment and the lot split.

Udvig stated she is in favor of the lot split.

Bauer stated his big concern is about the County. He asked, if left as one big piece with access only to the smaller roads on the western side, how would the owner of the whole property get access to the other side of the street. He also asked if the split is approved and the County does not grant access, does it effectively landlock the houses on the south side. Richmond noted Woodbine is a public street, comes up from the north, and there is potential to extend that road.

Bauer stated he supports the split but wondered if the property should be left whole and to call the County's bluff. Then if no one buys the property and wants to access the eastern portion and put in a road down the middle, then the City can come back and divide it up. But, if there is access, he would support the split.

Robinson stated he is for the split as well and asked if there is opportunity for Anoka County Commissioner Matt Look to be involved as this moves along and be an advocate to enhance commerce in the City of St. Francis.

Richmond stated they wanted to get to the staff meeting scheduled and see where things go from there. EDI and Vista Prairie are looking at some possible entrance redesign so staff is waiting for new plans on that as well. Between updates from EDI and the staff meeting, they will know shortly and before the site plan process if the City needs to involve the County Commissioners to become involved.

Robinson stated this will be a very nice facility if it comes to fruition, noting they do a good job as you can see in other cities where they have been. He stated our community is aging and many want to stay here where their families live so this would be a big plus and good marquee on Hwy. 47. He noted the developer was disappointed they couldn't come off Hwy. 47 but they would still be noticed from there. He stated he supports this proposal.

Mayor Feldman asked with the redesign of the Hwy. 47 corridor, could there be some access provided. He stated if the City's consultant knows this project will move forward if there isn't access off the Ambassador side, maybe it can be worked into the corridor change with Hwy. 47 access.

Kohlmann stated staff did notify the new consultant on the Mn/DOT project about the density that will be coming and impact of increased traffic on Hwy. 47 in the future. As far as access, he thinks Mn/DOT is more likely to reduce access than grant access so that is probably a non-starter. They are aware of this project and others that staff projected to be developed north of 27.

Mayor Feldman said the future land use plan looks good and he knows EDI is a professional company so they will make it work. He liked how the layout is reconfigured.

MOTION BY: ROBINSON SECOND: MUEHLBAUER APPROVING RESOLUTION 2021-38 APPROVING A METES AND BOUNDS SUBDIVISION SPLITTING THE PROPERTY AT 23465 ST. FRANCIS BLVD. NW INTO TWO PARCELS WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF.

Ayes: Bauer, Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 5-0

MOTION BY: ROBINSON SECOND: BAUER APPROVING RESOLUTION 2021-39 APPROVING A COMPREHENSIVE PLAN AMENDMENT TO REGUIDE THE PORTION OF THE PROPERTY AT 23465 ST. FRANCIS BLVD. NW EAST OF AMBASSADOR BOULEVARD FROMM MEDIUM DENSITY RESIDENTIAL AND BUSINESS PARK/LIGHT INDUSTRIAL TO MEDIUM/HIGH DENSITY RESIDENTIAL WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF AND TO AUTHORIZE SUBMITTAL OF THIS AMENDMENT TO THE METROPOLITAN COUNCIL FOR FINAL REVIEW.

Ayes: Bauer, Udvig, Muehlbauer, Robinson, and Feldman
Nays: None
Motion carried 5-0

Mayor Feldman wished EDI good luck with their project.

B. Amendment to City Code Section 10-61-01 Dwelling, Single Unit Detached – 1st Reading

City Planner Beth Richmond gave a presentation on the request of Igor Dorosh to construct a single-family home with a flat roof on property along Seelye Brook Drive, noting Code requires that single-family dwellings be constructed with no less than a 3:12 pitched roof. Therefore, Mr. Dorosh had applied for an ordinance amendment to allow single-unit dwellings to have flat roofs.

Richmond described what is meant by a flat roof, which is not perfectly flat and has a slight slope for drainage, somewhere between a .5:12 to 1:12 pitch. The Code requires no less than a 3:12 pitched roof. It is staff's understanding this requirement was put into place many years ago to discourage mobile homes from being placed on single-unit residential lots. Since then, mobile homes have been protected by State Statute and are required to be permitted anywhere that a traditional detached single-unit dwelling would be allowed. As a result, the City's current pitched roof requirement is outdated. Richmond stated the Zoning Official reviewed this application and is in support of it and the proposed roof. The Zoning Official did note that all buildings are required to meet the Building Code so concerns of snow, ice, and weight load of the roof will be addressed as part of the building permit review process.

Richmond displayed and read the proposed language amendment. She stated the Planning Commission considered the application and held a public hearing on July 21, 2021. No public comment was offered. The Commission unanimously recommend approval of the ordinance amendment. Richmond stated the action before the City Council is to approve First Reading of the ordinance.

Mayor Feldman stated he looked at this plan and talked to the applicant. He explained both are shed roofs with one section being .75:12 pitch and the other roof section has a 5:12 pitch. The parapets go three ways and not to the end. Mayor Feldman described the pitch and stated he has no problem with flat roofs and no concerns with this application at all. However, as a builder, he stayed away from flat roofs for residential due to the cold weather, snow buildup, and loads on trusses which happen in Minnesota.

Mayor Feldman stated his concern is with amending the ordinance. He read the proposed amendment language and asked about the wording for 'flat roof' since there are many ways to construct slopes for flat roofs and they need to be pitched slightly in some way.

Mayor Feldman asked if it would be better for the City Council to consider a variance in this particular case instead of an ordinance amendment. Or, the proposed language could include that flat roofs must be slightly pitched.

Windingstad suggested the language should say that the flat roofs must be able to shed water off the roof. Mayor Feldman agreed with that suggestion.

Richmond stated that language can be added after the first sentence. She read the amendment.

Bauer stated he supports the project but would rather consider a variance than amending the ordinance to change the roof structure requirement. He felt flat roofs were not conducive to Minnesota weather. He stated again that he would be willing to consider a variance for such a request but was not willing to amend the ordinance and allow builders to construct single-family units with flat roofs because they may cause issues and problems for the home buyers.

Richmond stated this is coming before the City Council as a Code amendment versus a variance due to the criteria required for considering a variance. Variances need to meet practical difficulties, which is not present for this site. From a City liability standpoint, staff is not supportive of a variance request in this case. That is the rationale for considering an ordinance amendment.

Mayor Feldman noted this applicant has a house just like this in Elk River. He stated the proposed house is an interesting modern design and while he understands the concerns expressed by Bauer, he thinks adding the proposed amended language will assure a flat roof is not constructed as it will have to be able to shed water. Mayor Feldman stated with the new amended language, it takes away his concerns and the Building Official will assure the roof slop is correct.

Mayor Feldman noted variances can be difficult and costly and, in this case, is not appropriate. He asked Bauer if he would reconsider his position after considering the new amended language.

Bauer stated he was sorry, but could not because builders think cheaply and since the cost of trusses are skyrocketing, a flat roof construction would be cheaper so he thinks there would be a lot of flat roofed houses if the ordinance is amended. If that occurs, the City would then be faced with home owners who have water leaking into their homes.

Udvig stated she favors the ordinance amendment with the new language. She thinks it is clear that there will not be a lot of perfectly flat roofed homes constructed because people don’t generally want that. She thinks this is fine, she heard from the applicant at the Planning Commission meeting, and is 100% in support.

Robinson stated he likes the concept also, noting similar to properties in Elk River and the Elk River building inspector did not have a problem with it, nor did they have a large influx of flat-roofed homes. He read a portion of the staff report relating to why flat roofs were restricted to discourage mobile homes being placed on single-family lots and that since then, mobile homes have been protected by State Statute and are required to be permitted anywhere. He asked if St. Francis is conflicting with that Statute by amending the Code language, or was this a housekeeping measure. Richmond stated this amendment would clean up the language and support that Statute protection.

Robinson noted there are many ways to shed water, such as mechanically, and asked if the language should specify it finer, such as shedding by gravity. Mayor Feldman stated he hadn’t thought about the mechanical ability to shed water and suggested wording indicating: ‘must shed water through pitch of the roof.’

Robinson stated the water could also be collected into one area (via gravity) and then pumped off the roof. He referenced Bauer's comments and agreed some people will come up with imaginative ways to skirt the ordinance. He supported including some pitch ratio in the language.

Mayor Feldman agreed, noting that mobile homes also have pitched roofs. He suggested language indicating, 'must shed water by some degree of pitch.'

Windingstad suggested language indicating: 'all flat roofs must have some degree of pitch to shed water.'

Muehlbauer agreed this was a housekeeping issue in regard to the State Statute. He supported clarifying the language and adding the ability of the roof to shed water. He noted if there are issues, the City Council can always amend the ordinance in the future to clarify the language. Muehlbauer stated he understands Bauer's concerns; however, thinks it is fine as long as the wording includes the requirement for a pitch. He stated he knows the older flat tarred roofs were a problem and he would not want that.

Thunstrom noted consideration tonight is for First Reading and if the City Council is still not comfortable with the language, it can be brought back for First Reading. Or, if the City Council is going to make a minor amendment now, then it will be brought, as revised, for Second Reading. She noted that after Second Reading, it is set and will be published. Thunstrom explained there are different ways to word this but if prolonged tonight, it delays the application.

Mayor Feldman supported the discussed language indicating: 'a flat roof must shed water with some degree of slope' and then leaving it up to the Building Official.

MOTION BY: MUEHLBAUER SECOND: UDVIG APPROVING FIRST READING OF ORDINANCE NO. 283 AMENDING CITY CODE SECTION 10-61-01 AS PREPARED BY STAFF WITH ADDED VERIBAGE INDICATING: …'A FLAT ROOF MUST SHED WATER WITH SOME DEGREE OF SLOPE,' AND SCHEDULING SECOND READING FOR AUGUST 16, 2021.

Ayes: Udvig, Muehlbauer, Robinson, and Feldman
Nays: Bauer
Motion carried 4-1

Mayor Feldman wished Igor Dorosh good luck with his project and asked when he plans to start. Mr. Dorosh stated he will start as soon as he can get a building permit and will note the roof slope on the plans. He commented on flat roof construction and that he hopes to complete construction in the spring of 2022.

C. <u>Schedule a Work Session</u>
City Administrator Joe Kohlmann stated he wanted to schedule a work session

next week but found out a Councilmember has a conflict next week. He asked about scheduling a work session for the week of August 16 to discuss the budget.

Mayor Feldman stated it is important to have all Council Members attending as it will involve discussion of the budget. He polled the City Council Members whether August 17 or 18 would work.

Kohlmann stated if a Council Member is not able to attend, he would meet with them to go over everything. In addition, there is opportunity for another budget work session in September. He stated if the meeting is held at the Community Center, a Council Member could attend via Zoom.

Following discussion, a work session was scheduled for Tuesday, August 17, 2021 at 5:30 p.m. at the Community Center with Muehlbauer attending via Zoom.

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Department Reports

1. Community Development

Community Development Director Kate Thunstrom noted the Community Development report for April through June is included in tonight's meeting packet. She stated the EDA did not hold a meeting and the Housing Development noted that we had 26 new constructions in the first half of the year and a total of 251 permits including zoning, decks, fences, etc. Through administration, they have worked on a lot of ordinance updates and Code enforcement has been busy. The Planning Commission met every month this year and is on track to also meet in August and September.

Thunstrom announced the park planning effort will be kicked off during the August 3, 2021 Night to Unite events. The survey is open and individuals will be solicited to participate virtually or using a paper ballot. She noted additional paper surveys are available.

Mayor Feldman commented on Code enforcement activities, which are going well after the restructure and resulted in a reduced number of properties coming before the City Council. That was the goal of the City Council. He thanked staff involved with Code enforcement.

Muehlbauer stated this is a good report, as usual.

Robinson agreed and stated he noted an uptick in Thunstrom's enthusiasm level with the Code enforcement restructure. He commended Thunstrom on the positive action that has been happening. He stated things are starting to happen in St. Francis.

Udvig stated this was a good report and good work by staff. She noted that St. Francis is growing and as much as some people fight it, it is not bad, it is very good.

Bauer stated this is a good report and in looking at the numbers, asked if the City will be on pace to be at 57 by the end of the year. Thunstrom stated at this time last year, we were at 27 new constructions so we are just under by 1 right now. She noted the Rivers Edge development is opening 45 new lots and moving quickly so we may see quite a bit. She commented on the impact on construction due to the higher cost of some building materials.

B. <u>Councilmember Reports</u>

Bauer – stated it has been a hectic week workwise and he had nothing to report. He hopes to attend other's Night to Unit parties tomorrow night.

Udvig – stated she plans to attend Night to Unit at the park and is looking forward to it. She attended the Planning Commission work session but did not attend the Board meeting.

Muehlbauer – stated he attended the work session with the rest of the City Council and looks forward to Night to Unite tomorrow.

Robinson – stated he attended the Planning Commission meeting and an interesting potential development may be coming down the road. He stated the work session last week was very informative about future infrastructure and what is needed to keep growing as a City and reduce utility costs. He will be attending Night to Unite in the Smith Lake neighborhood, where it is estimated that 60 people will attend. They contacted the Community Resource Officer and have packets of information and puzzles to hand out. He stated this will be their fourth year holding a Night to Unite in the shade of their cul-de-sac.

Mayor Feldman – stated tomorrow is National Night Out and there will be a circus at the elementary school at 5 p.m. and 7:30 p.m. National Night Out will be held at the Community Park from 4 p.m. to 7:30 p.m. They will have a food truck, the City will have hotdogs, and there will also be cotton candy, root beer floats, popcorn and caramel corn, and activities. He encouraged everybody to participate and thanked the Public Works, Police Department, Roberts of the Police Department, and staff for putting this together.

Udvig – stated the Ambassadors will also be having a bake sale during Night to Unite.

Mayor Feldman – thanked the staff of the Liquor Muni, noting he knows what they are going through and are exceptional to work the hours they are working and around construction. He stated they have been patient and eventually the construction will be completed. Mayor Feldman described the work that has taken place to expand the store above 7,000 sq. ft. and encouraged Council Members to view the project.

Robinson recognized the contribution of Mayor Feldman in making the Liquor Muni project go smoothly. Mayor Feldman thanked Robinson for that recognition and noted nothing would get done by the City Council without the support of City staff. He cited several examples and commented on the benefit of having a cohesive team.

Mayor Feldman thanked Public Works for their work on the house on the corner of Bridge and Ambassador Boulevard, which has now been cleaned up and looks very nice.

C. Upcoming Events

August 3 – Night to Unite
August 16 – City Council Meeting – 6:00 p.m.
August 17 – City Council Work Session Meeting – 5:30 p.m.
August 18 – Planning Commission Meeting – 7:00 p.m.

12. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular city council at 7:13 PM.

Diana Saenger

Diana Saenger, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4C

TO: Joe Kohlmann, City Administrator

FROM: Craig Jochum, City Engineer

SUBJECT: **Rivers Edge 5th Addition Financial Security Reduction**

DATE: August 16, 2021

OVERVIEW:

The City has previously approved the Rivers Edge 5th Addition development and it is currently under construction. As a provision of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work.

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

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

ACTION TO BE CONSIDERED:

City Council approval of the financial security reduction to $685,000 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Rivers Edge 5th Addition Financial Security Reduction Recommendation Letter

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com

45 YEARS

August 11, 2021

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

RE: Rivers Edge 5th Addition
Financial Security Reduction

Dear Mr. Kohlmann:

We have reviewed the status of the Rivers Edge 5th Addition project. At this time, the project has not been accepted by the City. We would summarize the project as follows:

1. The grading has been substantially completed. However, additional turf establishment and erosion control measures are needed and as-built plans are needed to verify that grading has been completed correctly.

2. The sanitary sewer has been constructed and is substantially complete. Testing remains to be completed.

3. The watermain has been installed and is substantially complete. Testing remains to be completed.

4. The storm sewer is substantially completed.

5. The streets are partially completed. The aggregate base, concrete curb and gutter and first lift of bituminous have been constructed on Marigold Street and 237th Avenue (near Marigold). The construction of the streets on the remainder of the project remains to be completed.

6. The sidewalks remain to be completed.

7. The bituminous trail remains to be completed.

8. We have not received the as-built utility plans or grading plans.

9. We have not received certification that all iron monuments (lot corners) have been placed.

Based on the status of the project as summarized above, the estimated construction cost to complete the remaining improvements is $548,000. We therefore recommend that the Financial Security may be reduced to $685,000 at this time, which is 125% of the estimated cost of the remaining improvements.

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

Sincerely,
Hakanson Anderson

Craig Jochum, P.E., City Engineer

cc: Diana Saenger, City Clerk
Darcy Mulvihill, Finance Director
Kate Thunstrom, Community Development Director
Jason Windingstad, Public Works Director
Shane Nelson, P.E., Assistant City Engineer
Dale Willenbring, Developer
Marty Campion, Developer's Engineer

City of St. Francis

City Council
AGENDA REPORT
Agenda Item #
4D

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Park Grant Contract Approval

DATE: August 16, 2021

OVERVIEW

The City applied for a grant to build the Siwek Park in the Rivers Edge development. The grant was awarded by the DNR and is moving forward with contracting. After this step Staff will finalize the Bid documents and set the schedule with an anticipated park build in the spring of 2022.

Contract was reviewed by Legal.

The attached document is for approval however signatures will be collected electronically by the DNR.

ITEMS TO BE DISCUSSED:

Staff recommends Council approval of the attached contract to move forward with the Siwek Park development

ATTACHMENTS:

State of Minnesota Grant Contract Agreement LW27-01433

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT LW27-01433

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of St. Francis, 4058 St. Francis Blvd NW, St. Francis, MN 55070 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026, the commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Pursuant to Minn. Stat. 84.0264, the state is empowered to receive and administer grants under the Land and Water Conservation Fund grant program authorized by Congress in the Land and Water Conservation Fund Act of 1965, as amended, and the Local Grants program authorized by the State of Minnesota. Fifty percent of the funds granted under subdivision 1 shall be distributed for projects to be acquired, developed, and maintained by local units of government, providing that any project approved is consistent with a statewide or a county or regional recreational plan and compatible with the statewide recreational plan. All money received by the commissioner for local units of government is appropriated annually to carry out the purposes for which the funds are received.
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Siwek Park.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date:***

February 12, 2021, Notwithstanding Minnesota Statues, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 ***Expiration date:***

December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.***

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection and 24. Land Retention and Deed Restriction.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97 Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration.***

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed $245,000.00.

(b) Matching Requirement:

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is $490,000.00. The Grantee agrees to provide a nonstate match of a least $245,000.00.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed $245,000.00.

4.2 ***Payment***

(a) The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

(b) Federal funds. Payments under this grant contract will be made from federal funds obtained by the State through the National Park Service of the United States Department of Interior, Land and Water Conservation Fund, Act of 1965 as amended thereto. If at any time such funds become unavailable, this Grant Contract shall be terminated immediately upon written notice of such fact by the State to the Grantee. In the event of such termination, Grantee shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 ***Contracting and Bidding Requirements***

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Audrey Mularie, Grant Coordinator, 500 Lafayette Road, St. Paul, MN 55155, 651-259-5549, Audrey.mularie@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Kate Thunstrom, Community Development Director, 4058 St. Francis Blvd NW, St. Francis, MN 55070, 763-233-5200, KThunstrom@stfrancismn.org. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 ***Assignment***

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 ***Amendments***

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 ***Waiver***

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Agreement Complete***

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 ***Government Data Practices***

The Grantee 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 ***Intellectual Property Rights***

(A) *Intellectual Property Rights.* The State owns 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 this contract.* 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 Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this 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 Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this 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 Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *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 Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Grantee 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 State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 ***Publicity***

Any publicity regarding the subject matter of this grant contract agreement 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 Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Signage***

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 ***Termination by the State***

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Cause***

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Affirmative Action and Non-Discrimination

(a) The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified (Minn. Stat. 363A.02). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

(b) The grantee 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 grantee 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, (Minnesota Rules, part 5000.3500).

(c) The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the Final Guidelines for Outdoor Developed Areas. Information on compliance with the Americans with Disabilities Act is available at U.S. Access Board.

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this contract by reference. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

22 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Land Retention and Deed Restriction

24.1 Land Retention

24.1 Land Retention

Any lands acquired or developed with assistance from the Outdoor Recreation grant program must be retained solely for public outdoor recreation use. The lands subject to this contract are shown in Attachment B – Boundary Map which is attached and incorporated into this contract. No other use can be made of these lands without prior written approval of the State and the Department of Interior. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

24.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Outdoor Recreation Project Contract LW27-01433, the City of St. Francis does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.

2. The property has been acquired and/or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval State acting through its Commissioner of natural resources and the Secretary of the Interior.

25 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: Link to

December 2014 version.

26 **Single Audit**
All state and local governments, colleges and universities, and non-profit organizations that expend $750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is $750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

27 **Program Requirements**
The grantee will comply with the provisions of the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), and Attachment C, Federal Land and Water Conservation Fund Program Provisions, attached and incorporated into this contract.

28 **COVID 19**
All work completed for this contract must adhere to the following conditions until all State executive orders related to COVID 19 are rescinded or expired.

- Allowed activities and work performed should, to the maximum extent possible, be conducted in a manner that adheres to Minnesota Occupational Safety and Health Standards and the Minnesota Department of Health and CDC Guidelines related to COVID-19, including social distancing and hygiene.
- The current list of Critical Sector Exemptions is maintained on the Department of Employment and Economic Development (DEED) website Critical Sector Work Exemption https://mn.gov/deed/newscenter/covid/business-exemptions/.

29 **Force Majeure.** Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed:________________________________

Date:________________________________

SWIFT Contract/PO No(s).____________________

2. GRANTEE

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

By:________________________________

Title:________________________________

Date:________________________________

By:________________________

Title:________________

Date:__________

3. STATE AGENCY

By:________________________________

(with delegated authority)

Title:________________________________

Date:________________________________

NOT FOR SIGNING

CONTRACT WILL BE SENT TO CITY ADMINISTRATOR AND MAYOR FOR ELECTRONIC SIGNATURES

Distribution:

Agency
Grantee
State's Authorized Representative

Attachment A - Project Budget

Recipient:	City of St. Francis
Grant:	LW27-01443 Siwek Park
Grant Amount:	$245,000
Local Match:	$245,000
Total Cost:	$490,000

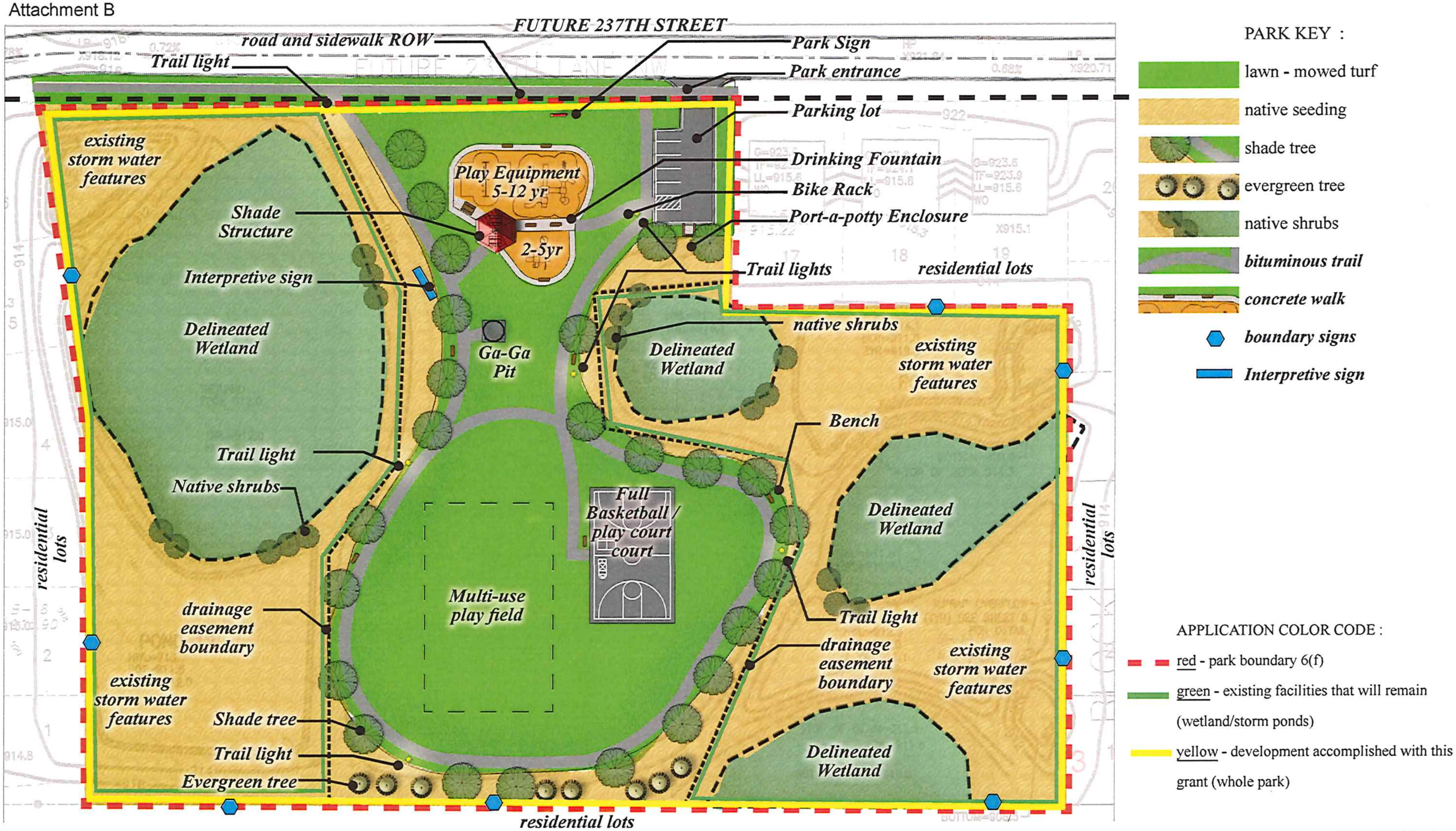
Project Scope

The City of St. Francis will develop Siwek Park including a playground area, shade structure, ADA-accessible loop trail, basketball court, gaga ball pit, multi-use field, parking lot, and installation of lighting and site furniture.

Notes / Conditions

Project Component	Cost
Playground (Ages 2-5, 5-12 4,600 SF) with engineered wood fiber, pour in place access routes, Gaga Pit	$145,000
Trails (8 foot bituminous, 1,500 LF), Parking (3200 SF, stripping, curb and gutter)	$64,000
Full basketball Court (bituminous 5,040 SF), GaGa Pit (220 Ft)	$43,000
Shade Structure (25 ft, metal open)	$45,000
Site preparation (including mobilization), permitting, survey staking, erosion control fencing (2,300 LF), general site grading, and engineering and site design	$90,000
Site amenities including 10 benches, 3 picnic tables, 2 trash cans, 7 (16) ft trail lighting poles, 1 park sign, 1 interpretive sign, 8 boundary signs, 1 drinking	$103,000
Total Cost	$490,000

Attachment B



Recreation Site Plan for Siwek Park
City of Saint Francis, Minnesota

ATTACHMENT C
LWCF GENERAL PROVISIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.

8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.

2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.

2. Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.

3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.

4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

GENERAL AND SPECIAL PROVISIONS

1. **Lobbying Prohibition.** 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

2. **Anti–Deficiency Act.** Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

3. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

5. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

6. **Agency**. The Recipient is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

7. **Non–Exclusive Agreement**. This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

8. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. **No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

10. **No Third–Party Rights**. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR § 200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments *(2 CFR § 200.305 (5)).* As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

12. **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. **Conflict of Interest**

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR § 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

14. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 113858

Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4E

TO: Joe Kohlmann, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: **Police Officer Resignation**

DATE: August 16th, 2021

OVERVIEW:

On August 4th, 2021 a letter of resignation was received from Officer Kurt Greene indicating that his last day of employment with the City of St. Francis will be August 12th, 2021. After five years with the St. Francis Police Department, Officer Kurt Greene has accepted a police officer position with another metro law enforcement agency. This topic was discussed with City Council at a June 15th, 2021 work session.

ACTION TO BE CONSIDERED:

City Council approval to accept the resignation of Officer Kurt Greene

BUDGET IMPLICATION:

The department is currently budgeted for 12 licensed police officers.

To whom it concerns,

Please accept this letter as notice of my resignation from my position as Police Reserve for the city of St. Francis.

Thanks,

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4F

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: **City Clerk Resignation**

DATE: August 16th, 2021

OVERVIEW:

The City received a letter of resignation from the City Clerk.

ACTION TO BE CONSIDERED:

City Council approval to accept the resignation of Diana Saenger.

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4F

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **Bill List to be considered by Council**

DATE: 08-12-2021

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $114,241.79 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments - None
Direct Transfers from Previous Month – $187,927.58
Credit Card Payment- $13,670.52
Manual Checks- None

ACTION TO BE CONSIDERED:

Approved under consent agenda to allow 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:

- 08-16-2021 Packet List
- 08-16-2021 ACH Direct Payments
- 08-16-2021 Credit Card Payments

CITY OF ST. FRANCIS

*Claim Register©

AP 08-16-2021

August 2021

Claim Type

Claim# 11458 *ADVANCED GRAPHIX INC*

Cash Payment	E 101-42110-237 Small Equipment		RESERVE MAGNETS			$140.00
Invoice 207295						
Transaction Date	8/5/2021	Due 9/4/2021	CASH	10100	**Total**	$140.00

Claim Type

Claim# 11489 *ADVANTAGE TAPE*

Cash Payment	E 609-49750-340 Advertising		ADVERTISING			$390.00
Invoice 2926Z						
Transaction Date	8/10/2021	Due 9/9/2021	CASH	10100	**Total**	$390.00

Claim Type

Claim# 11490 *AIRGAS NORTH CENTRAL*

Cash Payment	E 101-43100-217 Other Operating Supplies		RENTAL			$13.74
Invoice 9981363861						
Cash Payment	E 101-43210-217 Other Operating Supplies		RENTAL			$13.74
Invoice 9981363861						
Cash Payment	E 101-45200-217 Other Operating Supplies		RENTAL			$13.74
Invoice 9981363861						
Cash Payment	E 601-49440-217 Other Operating Supplies		RENTAL			$13.74
Invoice 9981363861						
Cash Payment	E 602-49490-217 Other Operating Supplies		RENTAL			$13.76
Invoice 9981363861						
Transaction Date	8/10/2021	Due 9/9/2021	CASH	10100	**Total**	$68.72

Claim Type

Claim# 11546 *ANDERSON, LARRY*

Cash Payment	G 601-22200 Deferred Revenues		REFUND ACCT #2150			$189.91
Invoice .0821						
Transaction Date	8/12/2021	Due 9/11/2021	CASH	10100	**Total**	$189.91

Claim Type

Claim# 11492 *ANOKA COUNTY ATTORNEYS OFF*

Cash Payment	E 208-42110-441 Miscellaneous		ICR# 18-196160			$85.00
Invoice						
Cash Payment	E 208-42110-441 Miscellaneous		ICR# 20-121967			$230.00
Invoice						
Cash Payment	E 208-42110-441 Miscellaneous		ICR: 20-256638			$157.80
Invoice .0821						
Transaction Date	8/10/2021	Due 9/9/2021	CASH	10100	**Total**	$472.80

Claim Type

Claim# 11459 *ANOKA COUNTY TREASURY DEPT*

Cash Payment	E 101-42110-311 Contract		2ND QTR ACCESS FEE			$180.00
Invoice AR018420						
Transaction Date	8/5/2021	Due 9/4/2021	CASH	10100	**Total**	$180.00

Claim Type

Claim# 11460 *ASPEN MILLS*

Cash Payment	E 101-42110-437 Uniform Allowance		UNIFORMS - R. JOHNOSN			$74.00
Invoice 278232						
Cash Payment	E 101-42110-437 Uniform Allowance		MOURNING BADGE COVER			$6.00
Invoice 278437						
Transaction Date	8/5/2021	Due 9/4/2021	CASH	10100	**Total**	$80.00

CITY OF ST. FRANCIS

*Claim Register©

AP 08-16-2021

August 2021

Claim Type

Claim# 11547 *AURORA ASPHALT & CONCRETE*

Cash Payment G 803-22000 Deposits — ESCROW REFUND-23104 GUARANI DRIVEWAY — $250.00
Invoice .0821

Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $250.00

Claim Type

Claim# 11548 *BARNUM COMPANIES, INC*

Cash Payment E 101-45200-401 Repairs/Maint Buildings — GATE REPAIR — $630.00
Invoice 30567

Cash Payment E 101-43100-401 Repairs/Maint Buildings — GATE REPAIR — $630.00
Invoice 30567

Cash Payment E 101-42110-401 Repairs/Maint Buildings — GATE REPAIR — $630.00
Invoice 30567

Cash Payment E 601-49440-401 Repairs/Maint Buildings — GATE REPAIR — $630.00
Invoice 30567

Cash Payment E 602-49490-401 Repairs/Maint Buildings — GATE REPAIR — $630.02
Invoice 30567

Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $3,150.02

Claim Type

Claim# 11509 *BAUER BUILT INC.*

Cash Payment E 101-42110-221 Vehicle Repair & Maintena — TIRES — $525.52
Invoice 940079434

Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $525.52

Claim Type

Claim# 11495 *BERNICK COMPANIES, THE*

Cash Payment E 609-49751-252 Beer For Resale — BEER — $438.05
Invoice 241304

Cash Payment E 609-49751-252 Beer For Resale — BEER — $458.50
Invoice 238310

Cash Payment E 609-49751-255 N/A Products — N/A — $50.20
Invoice 238310

Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $946.75

Claim Type

Claim# 11462 *BREAKTHRU BEVERAGE*

Cash Payment E 609-49751-206 Freight and Fuel Charges — FREIGHT — $15.95
Invoice 340448900

Cash Payment E 609-49751-206 Freight and Fuel Charges — FREIGHT — $12.08
Invoice 340540652

Cash Payment E 609-49751-251 Liquor For Resale — LIQUOR — $2,378.46
Invoice 340448900

Cash Payment E 609-49751-251 Liquor For Resale — LIQUOR — $661.50
Invoice 340540652

Cash Payment E 609-49751-253 Wine For Resale — WINE — $118.70
Invoice 340540652

Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $3,186.69

Claim Type

Claim# 11549 *BSS HOMES, LLC*

Cash Payment G 601-22200 Deferred Revenues — REFUND ACCT #6127 — $133.49
Invoice .0821

Cash Payment R 603-37400 Storm Water Fees REFUND ACCT #6127 -$60.00
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $73.49

Claim Type
Claim# 11463 *COUNTY MARKET - CITY ACCOUN*
Cash Payment E 101-42210-212 Motor Fuels FUEL $508.32
Invoice .082021
Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $508.32

Claim Type
Claim# 11464 *CRYSTAL SPRINGS ICE*
Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC -$29.00
Invoice 1002787
Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** -$29.00

Claim Type
Claim# 11465 *DAHLHEIMER DIST. CO. INC.*
Cash Payment E 609-49751-252 Beer For Resale BEER $5,015.89
Invoice 1436447
Cash Payment E 609-49751-252 Beer For Resale BEER $14,383.15
Invoice 1440151
Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $79.00
Invoice 1442305
Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $79.00
Invoice 1440150
Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $19,557.04

Claim Type
Claim# 11550 *DROPPS, JOE & KRYSTAL*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT #2971 $183.87
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $183.87

Claim Type
Claim# 11551 *DUSTY S DRAIN CLEANING*
Cash Payment G 609-16500 Construction in Progress BOTTLE SHOP PROJECT $7,683.00
Invoice N21-359
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $7,683.00

Claim Type
Claim# 11541 *EAGLE GARAGE DOOR CO.*
Cash Payment E 601-49440-401 Repairs/Maint Buildings MAINTENANCE $199.00
Invoice 6980
Cash Payment E 602-49490-401 Repairs/Maint Buildings MAINTENANCE $199.00
Invoice 6980
Cash Payment E 101-43100-401 Repairs/Maint Buildings MAINTENANCE $199.00
Invoice 6980
Cash Payment E 101-45200-401 Repairs/Maint Buildings MAINTENANCE $199.00
Invoice 6980
Cash Payment E 101-42110-401 Repairs/Maint Buildings MAINTENANCE $199.00
Invoice 6980
Transaction Date 8/11/2021 Due 9/10/2021 CASH 10100 **Total** $995.00

Claim Type
Claim# 11552 *ECM PUBLISHERS, INC.*

Cash Payment E 101-41400-351 Legal Notices Publishing AUGUST 18 PH - ORTELL PLAT $43.00
Invoice 847950

Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $43.00

Claim Type

Claim# 11565 *E-Z SHELVING SYSTEMS, INC* Ck# 079391 8/12/2021

Cash Payment G 609-16500 Construction in Progress BOTTLE SHOP SHELVING $2,000.00
Invoice .0821

Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $2,000.00

Claim Type

Claim# 11542 *FIRE SAFETY USA, INC.*

Cash Payment E 101-42210-221 Vehicle Repair & Maintena PUMP TEST $984.00
Invoice 149887

Transaction Date 8/11/2021 Due 9/10/2021 CASH 10100 **Total** $984.00

Claim Type

Claim# 11500 *GOPHER STATE ONE-CALL*

Cash Payment E 602-49490-442 Gopher State JULY 2021 TICKETS $43.20
Invoice 1070755

Cash Payment E 601-49440-442 Gopher State JULY 2021 TICKETS $43.20
Invoice 1070755

Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $86.40

Claim Type

Claim# 11466 *GRANITE CITY JOBBING CO.*

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $4.25
Invoice 241828

Cash Payment E 609-49750-210 Operating Supplies OPERATING $47.35
Invoice 241828

Cash Payment E 609-49751-256 Tobacco Products For Res TOBACCO $1,498.31
Invoice 241828

Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $1,549.91

Claim Type

Claim# 11543 *HAWKINS, INC.*

Cash Payment E 602-49490-216 Chemicals and Chem Prod FERRIC CHLORIDE $5,421.65
Invoice 4999756

Cash Payment E 601-49440-216 Chemicals and Chem Prod HYDROFLUOSILICIC ACID $2,685.05
Invoice 4998677

Transaction Date 8/11/2021 Due 9/10/2021 CASH 10100 **Total** $8,106.70

Claim Type

Claim# 11467 *INNOVATIVE OFFICE SOLUTIONS,*

Cash Payment E 101-41400-200 Office Supplies OFFICE SUPPLIES $131.09
Invoice IN3431664

Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $131.09

Claim Type

Claim# 11553 *JENSEN, JOSEPH & BRITNEY*

Cash Payment G 601-22200 Deferred Revenues REFUND ACCT #5318 $201.15
Invoice .0821

Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $201.15

Claim Type

Claim# 11501 *JOHNSON BROS WHLSE LIQUOR*

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Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $18.78
Invoice 1860652
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $15.70
Invoice 1855667
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $1.57
Invoice 1860653
Cash Payment E 609-49751-253 Wine For Resale WINE $64.00
Invoice 1860653
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $871.18
Invoice 1855667
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $1,416.48
Invoice 1860652
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $2,387.71

Claim Type
Claim# 11554 *JOYCE, ANDREA*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#4882 $74.21
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $74.21

Claim Type
Claim# 11555 *KENNEDY, CURTIS*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#4681 $162.93
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $162.93

Claim Type
Claim# 11503 *MCDONALD DIST CO.*
Cash Payment E 609-49751-252 Beer For Resale BEER $9,278.49
Invoice 592291
Cash Payment E 609-49751-252 Beer For Resale BEER -$345.80
Invoice 592298
Cash Payment E 609-49751-252 Beer For Resale BEER $1,044.75
Invoice 591166
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $9,977.44

Claim Type
Claim# 11505 *MIDCONTINENT COMMUNICATION*
Cash Payment E 601-49440-321 Telephone TELEPHONE $148.00
Invoice 13334860112132
Cash Payment E 101-43100-321 Telephone TELEPHONE $22.33
Invoice 13332710112132
Cash Payment E 101-42110-321 Telephone TELEPHONE $22.33
Invoice 13332710112132
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $192.66

Claim Type
Claim# 11506 *MINNESOTA EQUIPMENT*
Cash Payment E 101-45200-218 Equipment Repair & Maint CHAIN SAW $123.43
Invoice I25433
Cash Payment E 101-45200-218 Equipment Repair & Maint CHAIN SAW $33.75
Invoice I25434
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $157.18

Claim Type
Claim# 11511 *MN DEPT OF TRANSPORTATION*

Cash Payment E 101-43100-303 Engineering Fees INSPECTIONS $90.85
Invoice P00013394
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $90.85

Claim Type
Claim# 11508 *MN MUNICIPAL BEVERAGE ASSN.*
Cash Payment E 609-49750-433 Dues and Subscriptions ANNUAL DUES $170.00
Invoice .0821
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $170.00

Claim Type
Claim# 11510 *MN SHERIFFS ASSOCIATION*
Cash Payment E 101-42110-208 Training and Instruction PERMITS TO ACQUIRE $60.00
Invoice 239590
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $60.00

Claim Type
Claim# 11470 *M-R SIGN COMPANY, INC.*
Cash Payment E 101-43100-226 Sign Repair Materials REPAIR MATERIALS $162.61
Invoice 213172
Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $162.61

Claim Type
Claim# 11557 *OLTMAN, MIKE*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT #5556 $24.48
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $24.48

Claim Type
Claim# 11512 *OPUS 21*
Cash Payment E 601-49440-382 Utility Billing CIS DATA HOSTING $1,515.25
Invoice 210709
Cash Payment E 602-49490-382 Utility Billing CIS DATA HOSTING $1,515.25
Invoice 210709
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $3,030.50

Claim Type
Claim# 11471 *PACE ANALYTICAL SERVICES*
Cash Payment E 602-49490-313 Sample Testing TESTING $152.50
Invoice 21100342194
Cash Payment E 602-49490-313 Sample Testing TESTING $239.50
Invoice 21100342676
Cash Payment E 602-49490-313 Sample Testing TESTING $130.00
Invoice 21100342815
Cash Payment E 602-49490-313 Sample Testing TESTING $182.50
Invoice 21100343008
Cash Payment E 602-49490-313 Sample Testing TESTING $120.00
Invoice 21100343354
Cash Payment E 602-49490-313 Sample Testing TESTING $152.50
Invoice 21100343368
Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $977.00

Claim Type
Claim# 11516 *PEARL ARCHITECTURE LLC*
Cash Payment G 609-16500 Construction in Progress CONSTRUCTION ADMIN SERVICES $1,033.12
Invoice 2020.02-09

Transaction Date	8/10/2021	Due 9/9/2021	CASH	10100	**Total**	$1,033.12

Claim Type

Claim# 11474 *PHILLIPS WINE & SPIRITS CO.*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$4.71
Invoice 6246074			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	-$3.00
Invoice 636652			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	-$14.33
Invoice 636654			
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	-$78.47
Invoice 637026			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$21.98
Invoice 6246073			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	-$10.38
Invoice 636653			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$12.56
Invoice 6249784			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$20.41
Invoice 6249783			
Cash Payment	E 609-49751-253 Wine For Resale	WINE	$299.25
Invoice 6249784			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	$1,176.20
Invoice 6249783			
Cash Payment	E 609-49751-253 Wine For Resale	WINE	$158.00
Invoice 6246074			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	$2,316.58
Invoice 6246073			

Transaction Date	8/5/2021	Due 9/4/2021	CASH	10100	**Total**	$3,903.51

Claim Type

Claim# 11480 *PINE TECHNICAL & COMM. COLLE*

Cash Payment	E 101-42210-208 Training and Instruction	TRAINING	$1,500.00
Invoice 00046698			

Transaction Date	8/5/2021	Due 9/4/2021	CASH	10100	**Total**	$1,500.00

Claim Type

Claim# 11566 *PROFESSIONAL SERVICE IND, IN*

Cash Payment	G 609-16500 Construction in Progress	ENGINEERING FEES	$1,227.00
Invoice 00772040			

Transaction Date	8/12/2021	Due 9/11/2021	CASH	10100	**Total**	$1,227.00

Claim Type

Claim# 11559 *QUILL CORPORATION*

Cash Payment	E 101-41910-200 Office Supplies	SIGNS	$27.96
Invoice 18224078			

Transaction Date	8/12/2021	Due 9/11/2021	CASH	10100	**Total**	$27.96

Claim Type

Claim# 11457 *ROSEVILLE, CITY OF*

Cash Payment	E 101-41110-310 Computer Consulting Fee	IT SERVICES	$441.26
Invoice 0230271			
Cash Payment	E 101-41400-310 Computer Consulting Fee	IT SERVICES	$1,544.42
Invoice 0230271			

Cash Payment E 101-42110-310 Computer Consulting Fee IT SERVICES $5,405.47
Invoice 0230271
Cash Payment E 101-42210-310 Computer Consulting Fee IT SERVICES $992.84
Invoice 0230271
Cash Payment E 101-43100-310 Computer Consulting Fee IT SERVICES $441.26
Invoice 0230271
Cash Payment E 101-45200-310 Computer Consulting Fee IT SERVICES $441.26
Invoice 0230271
Cash Payment E 601-49440-310 Computer Consulting Fee IT SERVICES $441.26
Invoice 0230271
Cash Payment E 602-49490-310 Computer Consulting Fee IT SERVICES $441.26
Invoice 0230271
Cash Payment E 609-49750-310 Computer Consulting Fee IT SERVICES $220.63
Invoice 0230271
Cash Payment E 101-42400-310 Computer Consulting Fee IT SERVICES $441.26
Invoice 0230271
Cash Payment E 101-41910-310 Computer Consulting Fee IT SERVICES $220.65
Invoice 0230271
Transaction Date 8/4/2021 Due 9/3/2021 CASH 10100 **Total** $11,031.57

Claim Type
Claim# 11560 *RURUP, JOANN & BEN*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT#5537 $137.50
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $137.50

Claim Type
Claim# 11561 *SHAY, KELSEY*
Cash Payment G 601-22200 Deferred Revenues REFUND ACCT #2876 $152.20
Invoice .0821
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $152.20

Claim Type
Claim# 11562 *SIR LINES-A-LOT*
Cash Payment E 405-43100-806 2021 Street Improvements STREET MARKINGS $3,198.03
Invoice H21-0259p-10-00
Transaction Date 8/12/2021 Due 9/11/2021 CASH 10100 **Total** $3,198.03

Claim Type
Claim# 11481 *SOUTHERN GLAZERS OF MN*
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $6.40
Invoice 2108016
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $6.40
Invoice 2108017
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $640.80
Invoice 2108016
Cash Payment E 609-49751-253 Wine For Resale WINE $210.00
Invoice 2108017
Transaction Date 8/5/2021 Due 9/4/2021 CASH 10100 **Total** $863.60

Claim Type
Claim# 11519 *ST. FRANCIS COLLISION & GLASS*
Cash Payment E 101-42110-221 Vehicle Repair & Maintena 2021 DODGE DURANGO $729.00
Invoice 1204
Transaction Date 8/10/2021 Due 9/9/2021 CASH 10100 **Total** $729.00

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Claim Type

Claim# 11522 *STATE OF MN, DEPT OF FINANCE*

Cash Payment	E 225-45100-441 Miscellaneous	ICR: 20-256638			$78.90
Invoice					
Cash Payment	E 208-42110-441 Miscellaneous	ICR# 18-196160			$42.50
Invoice					
Cash Payment	E 208-42110-441 Miscellaneous	ICR# 20-121967			$115.00
Invoice					
Transaction Date	8/10/2021	Due 9/9/2021 CASH	10100	**Total**	$236.40

Claim Type

Claim# 11563 *TH CONSTRUCTION*

Cash Payment	G 803-22000 Deposits	ESCROW REFUND-23646 CROCUS			$8,750.00
Invoice .0821					
Transaction Date	8/12/2021	Due 9/11/2021 CASH	10100	**Total**	$8,750.00

Claim Type

Claim# 11523 *TJ ASSOCIATES*

Cash Payment	E 101-41400-200 Office Supplies	WINDOW ENVELOPES			$249.00
Invoice 236452					
Transaction Date	8/10/2021	Due 9/9/2021 CASH	10100	**Total**	$249.00

Claim Type

Claim# 11483 *TOTAL CONTROL SYSTEMS, INC.*

Cash Payment	E 602-49490-401 Repairs/Maint Buildings	MAINTENANCE			$268.40
Invoice 9854					
Transaction Date	8/5/2021	Due 9/4/2021 CASH	10100	**Total**	$268.40

Claim Type

Claim# 11564 *TRAN, DANIEL & TERRIE*

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT#5537			$139.88
Invoice .0821					
Transaction Date	8/12/2021	Due 9/11/2021 CASH	10100	**Total**	$139.88

Claim Type

Claim# 11545 *UTILITY SERVICE CO., INC.*

Cash Payment	E 601-49440-234 Water Tower Maintenance	HYDROPILLAR NEW TOWER			$9,430.92
Invoice 540656					
Transaction Date	8/11/2021	Due 9/10/2021 CASH	10100	**Total**	$9,430.92

Claim Type

Claim# 11484 *WSB & ASSOCIATES, INC*

Cash Payment	E 601-49440-303 Engineering Fees	RISK ASSESSMENT			$2,241.75
Invoice R-017848-000-4					
Transaction Date	8/5/2021	Due 9/4/2021 CASH	10100	**Total**	$2,241.75

Pre-Written Checks	$2,000.00
Checks to be Generated by the Compute	$112,241.79
Total	$114,241.79

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Payments

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Payments Batch P-WIRE 07-2021 $187,927.58

Refer	11181 *HEALTH PARTNERS*	Ck# 000808E 7/31/2021		
Cash Payment	G 101-21708 Health Premium	HEALTH INSURANCE		$25,409.95
Invoice				
Transaction Date	7/8/2021	CASH	10100 **Total**	$25,409.95
Refer	11182 *ACE SOLID WASTE, INC.*	Ck# 000809E 7/31/2021		
Cash Payment	E 101-43210-384 Refuse/Garbage Disposal	GARBAGE		$66.84
Invoice				
Cash Payment	E 101-42210-384 Refuse/Garbage Disposal	GARBAGE		$69.91
Invoice				
Cash Payment	E 609-49750-384 Refuse/Garbage Disposal	GARBAGE		$223.08
Invoice				
Cash Payment	E 601-49440-384 Refuse/Garbage Disposal	GARBAGE		$80.92
Invoice				
Cash Payment	E 602-49490-384 Refuse/Garbage Disposal	GARBAGE		$80.92
Invoice				
Cash Payment	E 101-43210-384 Refuse/Garbage Disposal	GARBAGE		$76.21
Invoice				
Cash Payment	E 101-43100-384 Refuse/Garbage Disposal	GARBAGE		$52.92
Invoice				
Cash Payment	E 101-45200-384 Refuse/Garbage Disposal	GARBAGE		$52.93
Invoice				
Cash Payment	E 601-49440-384 Refuse/Garbage Disposal	GARBAGE		$52.93
Invoice				
Cash Payment	E 602-49490-384 Refuse/Garbage Disposal	GARBAGE		$52.93
Invoice				
Cash Payment	E 101-42110-384 Refuse/Garbage Disposal	GARBAGE		$211.71
Invoice				
Cash Payment	E 101-43100-384 Refuse/Garbage Disposal	GARBAGE		$64.92
Invoice				
Cash Payment	E 101-45200-384 Refuse/Garbage Disposal	GARBAGE		$64.92
Invoice				
Transaction Date	7/8/2021	CASH	10100 **Total**	$1,151.14
Refer	11183 *SUN LIFE FINANCIAL*	Ck# 000810E 7/31/2021		
Cash Payment	E 101-41400-130 Employer Paid Insurance	JULY INSURANCE		$219.81
Invoice				
Cash Payment	E 101-41500-130 Employer Paid Insurance	JULY INSURANCE		$150.70
Invoice				
Cash Payment	E 101-41910-130 Employer Paid Insurance	JULY INSURANCE		$150.41
Invoice				
Cash Payment	E 101-42110-130 Employer Paid Insurance	JULY INSURANCE		$989.10
Invoice				
Cash Payment	E 101-42210-130 Employer Paid Insurance	JULY INSURANCE		$78.28
Invoice				
Cash Payment	E 101-42400-130 Employer Paid Insurance	JULY INSURANCE		$76.33
Invoice				
Cash Payment	E 101-43100-130 Employer Paid Insurance	JULY INSURANCE		$183.47
Invoice				

Payments

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Cash Payment	E 101-43210-130 Employer Paid Insurance	JULY INSURANCE			$40.78
Invoice					
Cash Payment	E 101-45200-130 Employer Paid Insurance	JULY INSURANCE			$183.47
Invoice					
Cash Payment	E 601-49440-130 Employer Paid Insurance	JULY INSURANCE			$135.00
Invoice					
Cash Payment	E 602-49490-130 Employer Paid Insurance	JULY INSURANCE			$134.99
Invoice					
Cash Payment	E 609-49750-130 Employer Paid Insurance	JULY INSURANCE			$142.95
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$2,485.29
Refer	11184 *CAYAN*	Ck# 000811E 7/31/2021			
Cash Payment	E 609-49751-207 Credit Card Expenditures	LIQUOR CC FEES			$5,230.96
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$5,230.96
Refer	11185 *CINTAS*	Ck# 000812E 7/31/2021			
Cash Payment	E 601-49440-311 Contract	WATER PLANT RUGS			$23.04
Invoice					
Cash Payment	E 101-41940-219 Rug Maintenance	CITY HALL RUGS			$15.36
Invoice					
Cash Payment	E 101-45200-402 Janitorial Service	RUGS & SUPPLIES			$5.76
Invoice					
Cash Payment	E 101-43100-402 Janitorial Service	RUGS & SUPPLIES			$5.76
Invoice					
Cash Payment	E 601-49440-402 Janitorial Service	RUGS & SUPPLIES			$5.76
Invoice					
Cash Payment	E 602-49490-402 Janitorial Service	RUGS & SUPPLIES			$5.76
Invoice					
Cash Payment	E 101-42110-402 Janitorial Service	RUGS & SUPPLIES			$23.04
Invoice					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS			$4.66
Invoice					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS			$4.65
Invoice					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS			$4.66
Invoice					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS			$4.65
Invoice					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS			$4.66
Invoice					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS			$4.65
Invoice					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS			$4.66
Invoice					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS			$4.65
Invoice					
Cash Payment	E 101-45200-402 Janitorial Service	RUGS & SUPPLIES			$6.01
Invoice					

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Payments

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Cash Payment	E 101-43100-402 Janitorial Service	RUGS & SUPPLIES			$6.01
Invoice					
Cash Payment	E 601-49440-402 Janitorial Service	RUGS & SUPPLIES			$6.01
Invoice					
Cash Payment	E 602-49490-402 Janitorial Service	RUGS & SUPPLIES			$6.01
Invoice					
Cash Payment	E 101-42110-402 Janitorial Service	RUGS & SUPPLIES			$24.04
Invoice					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS			$4.66
Invoice					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS			$4.65
Invoice					
Cash Payment	E 609-49750-219 Rug Maintenance	LIQUOR STORE RUGS			$13.26
Invoice					
Cash Payment	E 609-49750-219 Rug Maintenance	LIQUOR STORE RUGS			$13.26
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$205.63
Refer	11186 *U S BANK EQUIPMENT FINANCE*	Ck# 000813E 7/31/2021			
Cash Payment	E 101-41400-240 Office Equip	COPIER LEASE			$190.53
Invoice					
Cash Payment	E 101-43100-240 Office Equip	COPIER LEASE			$190.53
Invoice					
Cash Payment	E 101-43210-240 Office Equip	COPIER LEASE			$190.53
Invoice					
Cash Payment	E 101-45200-240 Office Equip	COPIER LEASE			$190.53
Invoice					
Cash Payment	E 601-49440-240 Office Equip	COPIER LEASE			$190.53
Invoice					
Cash Payment	E 602-49490-240 Office Equip	COPIER LEASE			$190.30
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$1,142.95
Refer	11187 *FWT*	Ck# 000814E 7/31/2021			
Cash Payment	G 101-21703 FICA Tax Withholding	PAYROLL 07-08-2021			$8,607.00
Invoice					
Cash Payment	G 101-21709 Medicare	PAYROLL 07-08-2021			$3,280.26
Invoice					
Cash Payment	G 101-21701 Federal Withholding	PAYROLL 07-08-2021			$11,846.88
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$23,734.14
Refer	11188 *PERA*	Ck# 000815E 7/31/2021			
Cash Payment	G 101-21704 PERA	PAYROLL 07-08-2021			$22,609.48
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$22,609.48
Refer	11189 *VOYA*	Ck# 000816E 7/31/2021			
Cash Payment	G 101-21710 Deferred Comp	PAYROLL 07-08-2021			$1,265.00
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$1,265.00

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Refer	11190 *ICMA*	Ck# 000817E 7/31/2021			
Cash Payment	G 101-21710 Deferred Comp	PAYROLL 07-08-2021			$285.00
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$285.00
Refer	11191 *SWT*	Ck# 000818E 7/31/2021			
Cash Payment	G 101-21702 State Withholding	PAYROLL 07-08-2021			$5,055.77
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$5,055.77
Refer	11192 *MN STATE RETIREMENT SYSTEM*	Ck# 000819E 7/31/2021			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 07-08-2021			$531.93
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$531.93
Refer	11193 *HSA CONTRIBUTION*	Ck# 000820E 7/31/2021			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 07-08-2021			$452.00
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$452.00
Refer	11194 *PAYMENT SERVICE NETWORK*	Ck# 000821E 7/31/2021			
Cash Payment	E 601-49440-430 Bank Fees	CC FEES			$392.20
Invoice					
Transaction Date	7/8/2021	CASH	10100	**Total**	$392.20
Refer	11195 *DELTA DENTAL*	Ck# 000822E 7/31/2021			
Cash Payment	G 101-21711 Dental Insurance	JULY 2021			$1,354.35
Invoice					
Transaction Date	7/7/2021	CASH	10100	**Total**	$1,354.35
Refer	11196 *COLONIAL INSURANCE*	Ck# 000823E 7/31/2021			
Cash Payment	G 101-21712 Colonial Insurance	JULY INSURANCE			$323.20
Invoice					
Transaction Date	7/7/2021	CASH	10100	**Total**	$323.20
Refer	11197 *FLYTE HCM LLC*	Ck# 000824E 7/31/2021			
Cash Payment	E 101-41540-301 Auditing and Acct g Servi	Mthly Fee			$50.00
Invoice					
Transaction Date	7/12/2021	CASH	10100	**Total**	$50.00
Refer	11299 *FWT*	Ck# 000825E 7/31/2021			
Cash Payment	G 101-21703 FICA Tax Withholding	PAYROLL 07-20-2021			$1,681.78
Invoice					
Cash Payment	G 101-21709 Medicare	PAYROLL 07-20-2021			$447.28
Invoice					
Cash Payment	G 101-21701 Federal Withholding	PAYROLL 07-20-2021			$161.93
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$2,290.99
Refer	11300 *PERA*	Ck# 000826E 7/31/2021			
Cash Payment	G 101-21704 PERA	PAYROLL 07-20-2021			$470.20
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$470.20

CITY OF ST FRANCIS

Payments

Current Period: July 2021

Refer	11301 *SWT*	Ck# 000827E 7/31/2021			
Cash Payment	G 101-21702 State Withholding	PAYROLL 07-20-2021			$88.95
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$88.95
Refer	11302 *STATE OF ARIZONA*	Ck# 000828E 7/31/2021			
Cash Payment	G 101-21716 Other Deductions	PAYROLL 07-20-2021			$258.04
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$258.04
Refer	11303 *STATE OF MINNESOTA*	Ck# 000829E 7/31/2021			
Cash Payment	G 101-21716 Other Deductions	PAYROLL 07-20-2021			$240.11
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$240.11
Refer	11304 *CAYAN*	Ck# 000830E 7/31/2021			
Cash Payment	E 609-49751-207 Credit Card Expenditures	LIQUOR CC FEES			$42.74
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$42.74
Refer	11305 *CONNEXUS ENERGY*	Ck# 000831E 7/31/2021			
Cash Payment	E 602-49490-381 Electric Utilities	LIFT STATIONS			$918.34
Invoice					
Cash Payment	E 101-45200-381 Electric Utilities	PARKS			$409.04
Invoice					
Cash Payment	E 601-49440-380 Electric-System	WATER			$6,956.13
Invoice					
Cash Payment	E 101-43100-386 Street Lighting	STREET LIGHTS			$2,599.93
Invoice					
Cash Payment	E 609-49750-381 Electric Utilities	LIQUOR STORE			$1,159.96
Invoice					
Cash Payment	E 101-42110-381 Electric Utilities	SIREN			$5.00
Invoice					
Cash Payment	E 101-42110-381 Electric Utilities	SIREN			$5.00
Invoice					
Cash Payment	E 101-42210-381 Electric Utilities	SIREN			$5.00
Invoice					
Cash Payment	E 101-42210-381 Electric Utilities	FIRE			$539.93
Invoice					
Transaction Date	7/19/2021	CASH	10100	**Total**	$12,598.33
Refer	11306 *FWT*	Ck# 000832E 7/31/2021			
Cash Payment	G 101-21703 FICA Tax Withholding	PAYROLL 07-22-2021			$8,686.72
Invoice					
Cash Payment	G 101-21709 Medicare	PAYROLL 07-22-2021			$3,331.36
Invoice					
Cash Payment	G 101-21701 Federal Withholding	PAYROLL 07-22-2021			$12,172.95
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$24,191.03
Refer	11307 *PERA*	Ck# 000833E 7/31/2021			
Cash Payment	G 101-21704 PERA	PAYROLL 07-22-2021			$23,041.72
Invoice					

Current Period: July 2021

Transaction Date	7/22/2021	CASH	10100	**Total**	$23,041.72
Refer	11308 *VOYA*	Ck# 000834E 7/31/2021			
Cash Payment	G 101-21710 Deferred Comp	PAYROLL 07-22-2021			$1,265.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$1,265.00
Refer	11309 *ICMA*	Ck# 000835E 7/31/2021			
Cash Payment	G 101-21710 Deferred Comp	PAYROLL 07-22-2021			$285.00
Invoice					
Transaction Date	7/21/2021	CASH	10100	**Total**	$285.00
Refer	11310 *SWT*	Ck# 000836E 7/31/2021			
Cash Payment	G 101-21702 State Withholding	PAYROLL 07-22-2021			$5,175.54
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$5,175.54
Refer	11311 *MN STATE RETIREMENT SYSTEM*	Ck# 000837E 7/31/2021			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 07-2-2021			$542.24
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$542.24
Refer	11312 *HSA CONTRIBUTION*	Ck# 000838E 7/31/2021			
Cash Payment	G 101-21714 Health Care Savings	PAYROLL 07-22-2021			$452.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$452.00
Refer	11313 *MN DEPT OF REVENUE*	Ck# 000839E 7/31/2021			
Cash Payment	G 609-20810 Sales Tax Payable	JUNE SALES TAX			$24,472.00
Invoice					
Cash Payment	G 601-20810 Sales Tax Payable	JUNE SALES TAX			$689.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$25,161.00
Refer	11485 *CAYAN*	Ck# 000840E 7/31/2021			
Cash Payment	E 609-49751-207 Credit Card Expenditures	LIQUOR CC FEES			$5.20
Invoice					
Transaction Date	8/9/2021	CASH	10100	**Total**	$5.20
Refer	11486 *FLYTE HCM LLC*	Ck# 000841E 7/31/2021			
Cash Payment	G 101-21706 Flex Account	HSA REIMBURSEMENT			$33.95
Invoice					
Transaction Date	8/9/2021	CASH	10100	**Total**	$33.95
Refer	11487 *VILLAGE BANK*	Ck# 000842E 7/31/2021			
Cash Payment	E 101-41500-430 Bank Fees	BANK FEES			$26.64
Invoice					
Cash Payment	E 601-49440-430 Bank Fees	BANK FEES			$26.64
Invoice					
Cash Payment	E 602-49490-430 Bank Fees	BANK FEES			$26.64
Invoice					
Cash Payment	E 609-49750-430 Bank Fees	BANK FEES			$26.63
Invoice					
Transaction Date	8/9/2021	CASH	10100	**Total**	$106.55

CITY OF ST FRANCIS

Payments

Current Period: July 2021

Fund Summary

	10100 CASH
101 GENERAL FUND	$146,576.94
601 WATER FUND	$8,581.46
602 SEWER FUND	$1,439.14
609 LIQUOR FUND	$31,330.04
	$187,927.58

Pre-Written Checks	$187,927.58
Checks to be Generated by the Computer	$0.00
Total	$187,927.58

CITY OF ST FRANCIS

Payments

Current Period: July 2021

Payments Batch P-CC-July 2021 $13,670.52

Refer 11344 *AMAZON.COM* Ck# 000768E 7/22/2021

Cash Payment	E 101-41910-441 Miscellaneous	SUPPLIES	$33.56
Invoice			
Cash Payment	E 101-41940-401 Repairs/Maint Buildings	SUPPLIES	$105.47
Invoice			
Cash Payment	E 101-42110-200 Office Supplies	SUPPLIES	$189.46
Invoice			
Cash Payment	E 101-42110-237 Small Equipment	SUPPLIES	$205.43
Invoice			
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	SUPPLIES	$63.46
Invoice			
Cash Payment	E 101-43100-433 Dues and Subscriptions	SUPPLIES	$36.23
Invoice			
Cash Payment	E 101-43100-441 Miscellaneous	SUPPLIES	$50.51
Invoice			
Cash Payment	E 101-43210-441 Miscellaneous	SUPPLIES	$27.93
Invoice			
Cash Payment	E 101-45200-218 Equipment Repair & Mai	SUPPLIES	$123.18
Invoice			
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	SUPPLIES	$323.89
Invoice			
Cash Payment	E 101-45200-417 Uniform Clothing & PPE	SUPPLIES	$123.92
Invoice			
Cash Payment	E 101-45200-441 Miscellaneous	SUPPLIES	$50.51
Invoice			
Cash Payment	E 601-49440-221 Vehicle Repair & Mainten	SUPPLIES	$13.49
Invoice			
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	SUPPLIES	$48.20
Invoice			
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	SUPPLIES	$67.96
Invoice			
Cash Payment	E 601-49440-441 Miscellaneous	SUPPLIES	$50.51
Invoice			
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	SUPPLIES	$86.50
Invoice			
Cash Payment	E 602-49490-441 Miscellaneous	SUPPLIES	$50.49
Invoice			
Cash Payment	E 101-45200-433 Dues and Subscriptions	SUPPLIES	$36.22
Invoice			

Transaction Date 7/22/2021 CASH 10100 **Total** $1,686.92

Refer 11345 *AT&T, INC* Ck# 000769E 7/22/2021

Cash Payment	E 101-42210-321 Telephone	PHONE	$442.51
Invoice			
Cash Payment	E 101-43100-321 Telephone	PHONE	$76.46
Invoice			

Transaction Date 7/22/2021 CASH 10100 **Total** $518.97

Refer 11346 *BEST BUY* Ck# 000770E 7/22/2021

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Cash Payment	E 601-49440-237 Small Equipment	AIR CONDITIONERS			$342.78
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$342.78
Refer	11347 *BILLS SUPERETTE*	Ck# 000771E 7/22/2021			
Cash Payment	E 101-42210-212 Motor Fuels	FUEL			$42.36
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$42.36
Refer	11348 *CARD SOURCE*	Ck# 000772E 7/22/2021			
Cash Payment	E 609-49750-210 Operating Supplies	GIFT CARDS			$281.60
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$281.60
Refer	11349 *CASEY S GENERAL STORE*	Ck# 000773E 7/22/2021			
Cash Payment	E 101-42110-212 Motor Fuels	FUEL			$782.02
Invoice					
Cash Payment	E 101-42210-212 Motor Fuels	FUEL			$30.64
Invoice					
Cash Payment	E 101-43100-212 Motor Fuels	FUEL			$436.37
Invoice					
Cash Payment	E 101-45200-212 Motor Fuels	FUEL			$250.00
Invoice					
Cash Payment	E 601-49440-212 Motor Fuels	FUEL			$435.49
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$1,934.52
Refer	11350 *CLIPPINGMAGIC.COM*	Ck# 000774E 7/22/2021			
Cash Payment	E 101-43210-441 Miscellaneous	SUBSCRIPTION			$3.99
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$3.99
Refer	11351 *COSTCO*	Ck# 000775E 7/22/2021			
Cash Payment	E 101-42110-308 Community Education	BIKE RODEO			$74.91
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$74.91
Refer	11352 *DEX MEDIA EAST LLC*	Ck# 000776E 7/22/2021			
Cash Payment	E 609-49750-340 Advertising	ADVERTISING			$85.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$85.00
Refer	11353 *HOLIDAY STATION*	Ck# 000777E 7/22/2021			
Cash Payment	E 101-42110-212 Motor Fuels	FUEL			$32.01
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$32.01
Refer	11354 *ELITE LIFT TRUCK, INC*	Ck# 000778E 7/22/2021			
Cash Payment	E 101-45200-218 Equipment Repair & Mai	SUPPLIES			$634.56
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$634.56
Refer	11355 *INDUSTRIAL AIR POWER*	Ck# 000779E 7/22/2021			

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Cash Payment	E 602-49490-401 Repairs/Maint Buildings	SUPPLIES			$64.45
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$64.45
Refer	11356 *ISANTI RENTAL, INC.*	Ck# 000780E 7/22/2021			
Cash Payment	E 101-42110-308 Community Education	POPCORN MACHINE			$68.72
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$68.72
Refer	11357 *COUNTY MARKET - CITY ACCOUN*	Ck# 000781E 7/22/2021			
Cash Payment	E 101-42110-212 Motor Fuels	FUEL			$1,332.31
Invoice					
Cash Payment	E 101-42400-212 Motor Fuels	FUEL			$29.56
Invoice					
Cash Payment	E 101-45200-212 Motor Fuels	FUEL			$23.73
Invoice					
Cash Payment	E 601-49440-212 Motor Fuels	FUEL			$68.30
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$1,453.90
Refer	11358 *KULLY SUPPLY*	Ck# 000782E 7/22/2021			
Cash Payment	E 101-45200-217 Other Operating Supplie	SUPPLIES			$185.20
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$185.20
Refer	11359 *KWIK TRIP*	Ck# 000783E 7/22/2021			
Cash Payment	E 101-42110-212 Motor Fuels	FUEL			$1,055.05
Invoice					
Cash Payment	E 101-42210-212 Motor Fuels	FUEL			$209.27
Invoice					
Cash Payment	E 101-42400-212 Motor Fuels	FUEL			$88.04
Invoice					
Cash Payment	E 101-43100-212 Motor Fuels	FUEL			$60.20
Invoice					
Cash Payment	E 602-49490-212 Motor Fuels	FUEL			$82.84
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$1,495.40
Refer	11360 *LABOR LAW POSTERS*	Ck# 000784E 7/22/2021			
Cash Payment	E 101-41400-441 Miscellaneous	POSTERS			$537.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$537.00
Refer	11361 *MENARDS*	Ck# 000785E 7/22/2021			
Cash Payment	E 101-45200-217 Other Operating Supplie	SUPPLIES			$145.35
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$145.35
Refer	11362 *DRIVER & VEHICLE SERVICES*	Ck# 000786E 7/22/2021			
Cash Payment	E 101-42110-213 Vehicle Oper Supplies	REGISTRATION			$25.62
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$25.62
Refer	11363 *MY ALARM CENTER*	Ck# 000787E 7/22/2021			

CITY OF ST FRANCIS

Payments

Current Period: July 2021

Cash Payment	E 609-49750-445 Security	LIQUOR STORE ALARM			$39.15
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$39.15
Refer	11364 *OREILLY AUTO PARTS*	Ck# 000788E 7/22/2021			
Cash Payment	E 601-49440-217 Other Operating Supplie	SUPPLIES			$35.31
Invoice					
Cash Payment	E 602-49490-221 Vehicle Repair & Mainten	SUPPLIES			$194.37
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$229.68
Refer	11365 *UPLIFT DESK*	Ck# 000789E 7/22/2021			
Cash Payment	E 101-41400-441 Miscellaneous	DESK FOR SAENGER			$689.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$689.00
Refer	11366 *POPP TELECOM*	Ck# 000790E 7/22/2021			
Cash Payment	E 609-49750-321 Telephone	TELEPHONE			$53.13
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$53.13
Refer	11367 *POSTMASTER - ST. FRANCIS*	Ck# 000791E 7/22/2021			
Cash Payment	E 101-41400-322 Postage	POSTAGE			$100.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$100.00
Refer	11368 *MN RURAL WATER ASSOCIATION*	Ck# 000792E 7/22/2021			
Cash Payment	E 601-49440-208 Training and Instruction	TRAINING-BARTEN			$20.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$20.00
Refer	11369 *REPLACEMENT PARTS ONLINE*	Ck# 000793E 7/22/2021			
Cash Payment	E 101-45200-218 Equipment Repair & Mai	SUPPLIES			$63.93
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$63.93
Refer	11370 *SAFARILAND*	Ck# 000794E 7/22/2021			
Cash Payment	E 101-42110-208 Training and Instruction	CREDIT			-$275.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	-$275.00
Refer	11371 *SAMS CLUB*	Ck# 000795E 7/22/2021			
Cash Payment	E 609-49751-254 Miscellaneous Merchandi	MISC			$510.98
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$510.98
Refer	11372 *SMARTSIGN*	Ck# 000796E 7/22/2021			
Cash Payment	E 101-43100-226 Sign Repair Materials	SIGNS			$209.24
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$209.24
Refer	11373 *SPEEDWAY*	Ck# 000797E 7/22/2021			
Cash Payment	E 101-42110-212 Motor Fuels	FUEL			$59.22
Invoice					

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Transaction Date	7/22/2021	CASH	10100	**Total**	$59.22
Refer	11374 *STAMPS.COM*	Ck# 000798E 7/22/2021			
Cash Payment	E 101-41400-322 Postage	POSTAGE			$122.97
Invoice					
Cash Payment	E 101-42110-322 Postage	POSTAGE			$17.99
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$140.96
Refer	11375 *HOME DEPOT*	Ck# 000799E 7/22/2021			
Cash Payment	E 601-49440-237 Small Equipment	AIR CONDITIONER			$256.40
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$256.40
Refer	11376 *UPS STORE*	Ck# 000800E 7/22/2021			
Cash Payment	E 602-49490-322 Postage	POSTAGE			$186.02
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$186.02
Refer	11377 *POSTMASTER - ST. FRANCIS*	Ck# 000801E 7/22/2021			
Cash Payment	E 101-41910-322 Postage	POSTAGE			$7.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$7.00
Refer	11378 *VERIZON WIRELESS*	Ck# 000802E 7/22/2021			
Cash Payment	E 101-42110-321 Telephone	PHONE			$479.57
Invoice					
Cash Payment	E 601-49440-321 Telephone	PHONE			$183.43
Invoice					
Cash Payment	E 602-49490-321 Telephone	PHONE			$143.38
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$806.38
Refer	11380 *SHOPCHEVYPARTS.COM*	Ck# 000803E 7/22/2021			
Cash Payment	E 601-49440-221 Vehicle Repair & Mainten	SUPPLIES			$538.09
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$538.09
Refer	11382 *ZOOM.US*	Ck# 000804E 7/22/2021			
Cash Payment	E 101-41400-433 Dues and Subscriptions	SUBSCRIPTION			$16.06
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$16.06
Refer	11383 *ZORO TOOLS, INC*	Ck# 000805E 7/22/2021			
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	SUPPLIES			$119.34
Invoice					
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	SUPPLIES			$119.34
Invoice					
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	SUPPLIES			$119.34
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$358.02
Refer	11386 *BROADGUN SOFTWARE*	Ck# 000806E 7/22/2021			

CITY OF ST FRANCIS

Payments

Current Period: July 2021

Cash Payment	E 101-41500-441 Miscellaneous	SOFTWARE			$49.00
Invoice					
Transaction Date	7/22/2021	CASH	10100	**Total**	$49.00

Fund Summary

	10100 CASH
101 GENERAL FUND	$9,832.65
601 WATER FUND	$2,059.96
602 SEWER FUND	$808.05
609 LIQUOR FUND	$969.86
	$13,670.52

Pre-Written Checks	$13,670.52
Checks to be Generated by the Computer	$0.00
Total	$13,670.52

CITY COUNCIL REPORT

TO:	City of St. Francis City Council
FROM:	Beth Richmond, Consulting Planner
DATE:	August 11, 2021
SUBJECT:	Amendment to City Code Section 10-61-01 Dwelling, Single Unit Detached – 2nd Reading
MEETING DATE:	August 16, 2021

OVERVIEW

Igor Dorosh has requested to construct a single-family home with a flat roof on the property located along Seelye Brook Drive (PIN 26-34-25-11-0004). However, Code section 10-61-01 currently requires that single-unit dwellings be constructed with a pitched roof of no less than 3:12 roof pitch. Therefore, Mr. Dorosh has submitted an ordinance amendment application to amend Section 10-61-01 of the City Code to allow single-unit dwellings to have flat roofs.

TIMELINE

The 1st reading of this amendment was brought before Council on August 2, 2021. At that meeting, Councilmembers added language to the proposed amendment stating that flat roofs are required to have some degree of slope to allow for water runoff. The 2nd reading for this amendment will be held on August 16, 2021.

August 2 – 1st Reading
August 16 – 2nd Reading
August 20 – Publish for Comment
September 19 – Effective

ACTION

Given Planning Commission and Staff recommendation of approval of the ordinance amendment, a draft ordinance has been prepared for your consideration.

Suggested Motion: *Move to approve Ordinance No. XXX amending City Code Section 10-61-01 as presented by Staff.*

ATTACHMENT

- Draft Ordinance

ORDINANCE NO. XXX, SECOND SERIES

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

AN ORDINANCE AMENDING CITY CODE SECTION 10-61-01 DWELLING, SINGLE UNIT DETACHED

WHEREAS, the Planning Commission on July 21, 2021, opened and closed a duly noticed public hearing and considered the ordinance, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

WHEREAS, the City Council on August 2, 2021 and August 16, 2021, has considered the recommendations of Staff and the Planning Commission, the ordinance, the contents of the staff report, public testimony, and other evidence available to the Council.

THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. FRANCIS ORDAINS:

Section 1. City Code Section 10-61-01 of the St. Francis Code of Ordinances is hereby amended by adding the underlined language and deleting the strikethrough language as follows:

10-61-01. - Dwelling, Single Unit Detached

C. Roof: Have an earth covered, composition, metal, shingled or tiled roof. ~~All single unit dwellings other than approved earth sheltered homes shall have at least three/twelve (3/12) roof pitch with a one (1) foot overhang.~~ Roofs for single unit dwellings may be flat or pitched. A flat roof must shed water having some degree of slope. If the single unit dwelling includes a pitched roof, the roof pitch shall be at least three/twelve (3/12) with a one (1) foot overhang.

Section 2. This Ordinance shall take effect and be enforced thirty days after publication.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 16TH DAY OF AUGUST, 2021.

APPROVED:

____
Steven D. Feldman, Mayor

ATTEST:

____
Diana Saenger, City Clerk

Published in the Anoka County Herald _____________, 2021.

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

RESOLUTION 2021-XX

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 283, SECOND SERIES AMENDING SECTION 10-61-01 OF THE CITY CODE REGARDING DWELLING, SINGLE UNIT DETACHED, OF THE CITY OF ST. FRANCIS

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 283 Second Series will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance 283, Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 283, SECOND SERIES

Section 1. The St. Francis City Code is hereby amended to include the following ordinance summarized below:

St. Francis City Code is hereby amending Section 10-61-01 Dwelling, Single Unit Detached

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 16th DAY OF AUGUST, 2021.

APPROVED:

Attest:

____
Steven D. Feldman, Mayor

____
Diana Saenger, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
9A

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: **City Hall Staffing**

DATE: August 16th, 2021

OVERVIEW:

The City has a vacant City Clerk position. Logistically, this position will be handling election updates, open enrollment and business licensing in the next 60 days or so. The quickest transition would be to appoint the Deputy Clerk/Accounting Tech to the City Clerk position. That would create a vacancy in the Deputy Clerk/Accounting Tech position that would need to be backfilled since it processes the invoices and payroll.

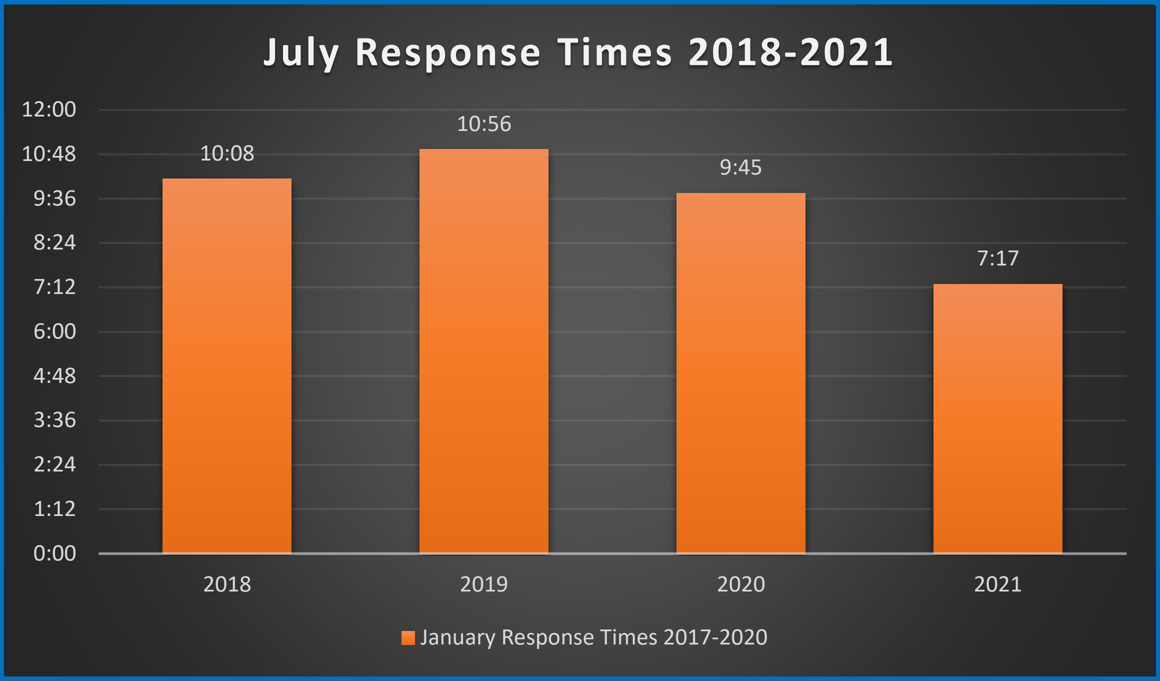
ACTION TO BE CONSIDERED:

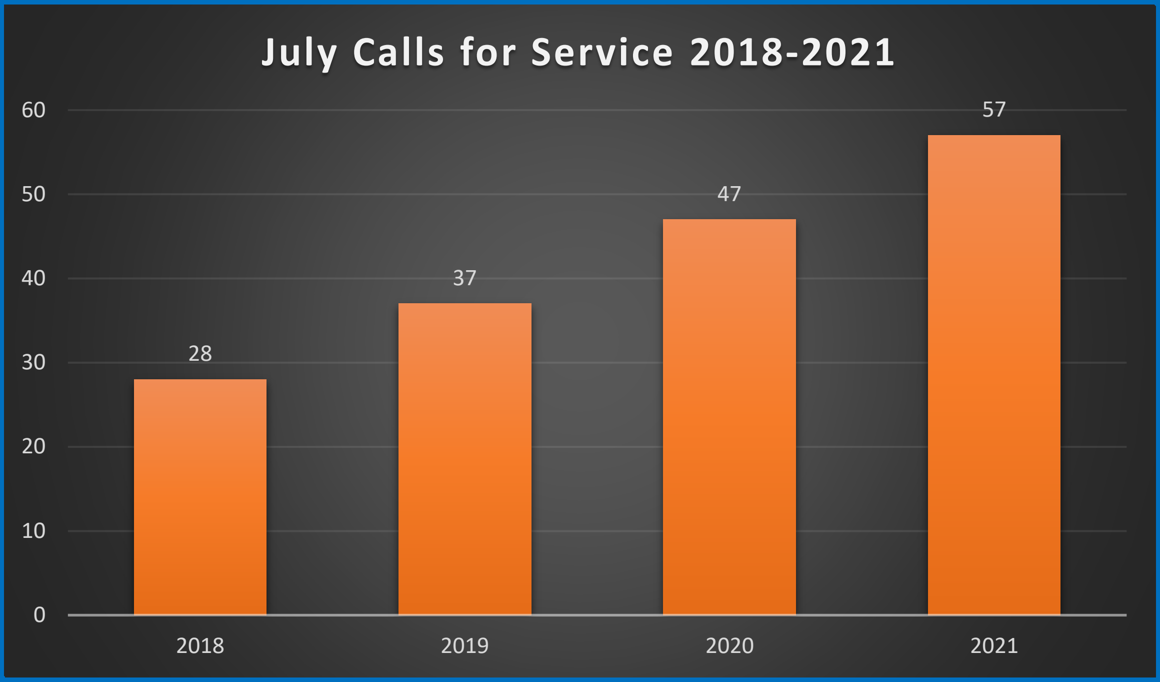
Discuss the staffing transition. Consider the transition plan noted above.

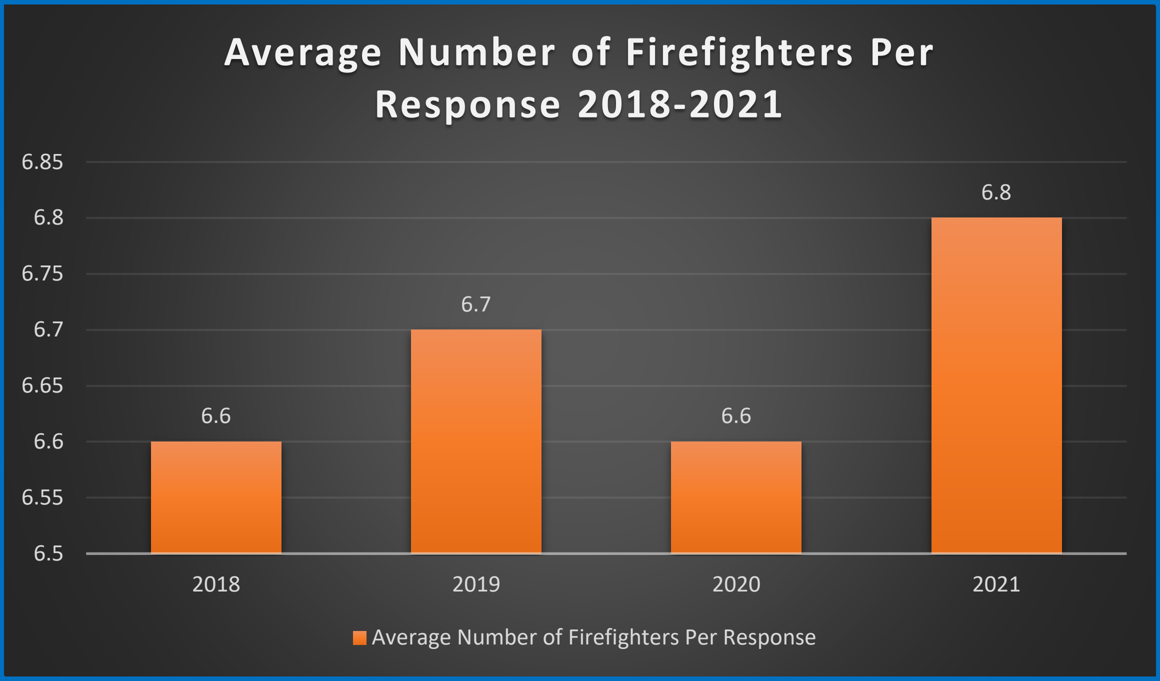
MONTHLY COMPARISON REPORT 2018-2021

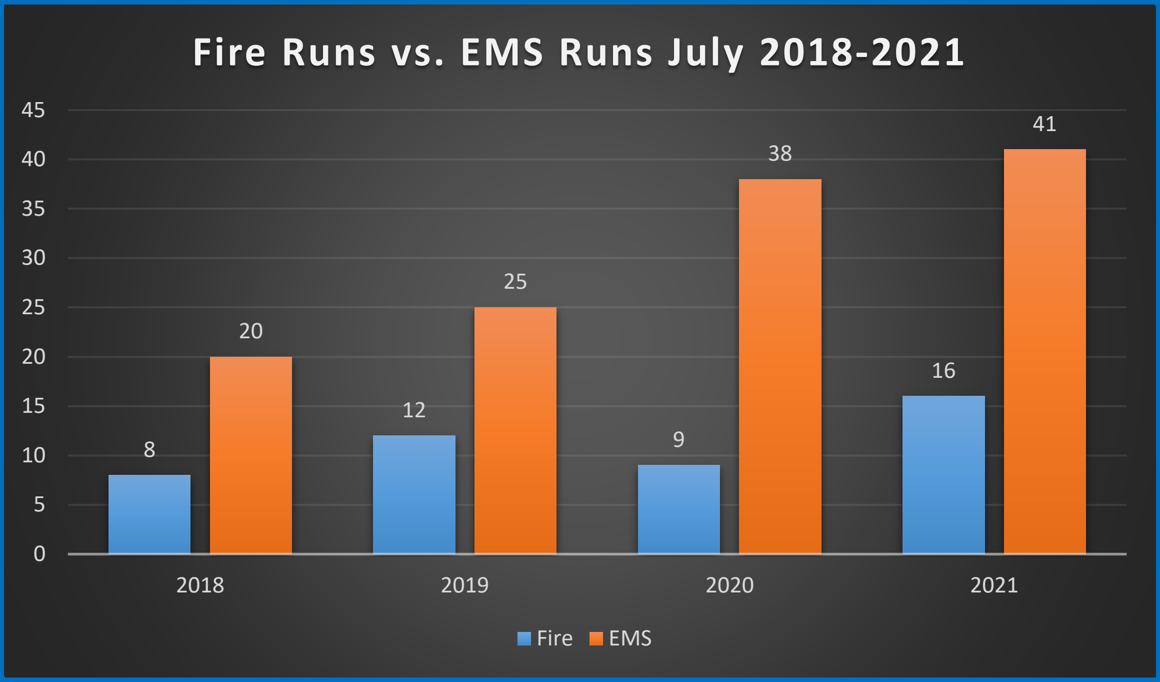
July

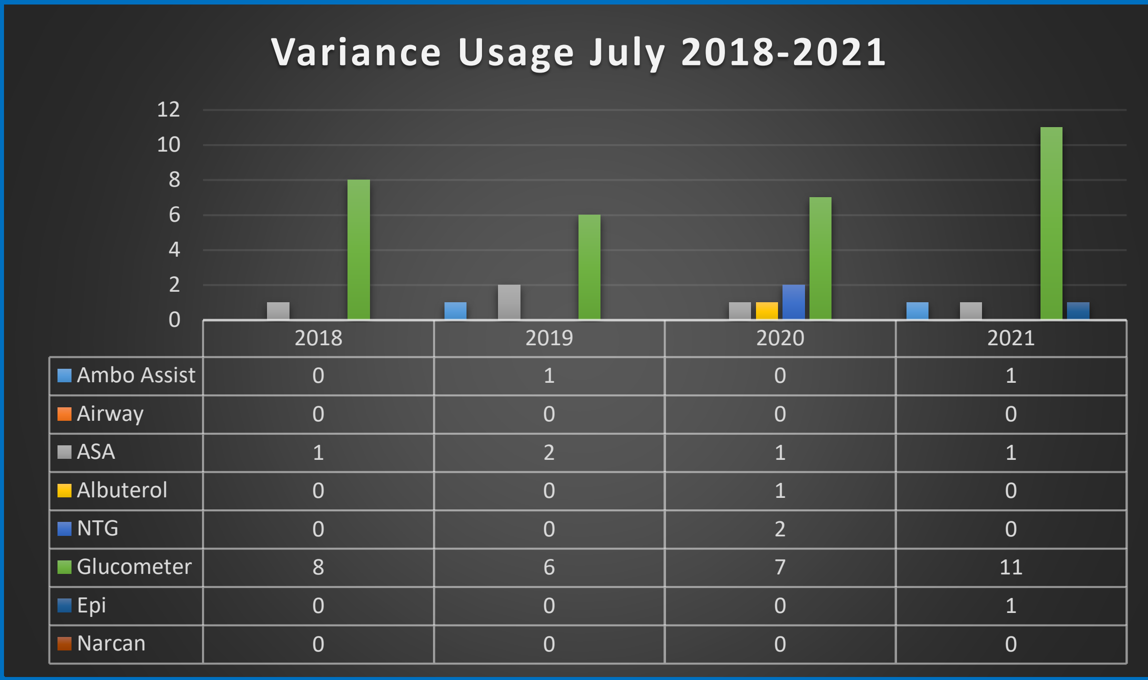
ST. FRANCIS
FIRE & RESCUE


July Response Times 2018-2021
12:00
10:48
9:36
8:24
7:12
6:00
4:48
3:36
2:24
1:12
0:00
10:08
10:56
9:45
7:17
2018
2019
2020
2021
January Response Times 2017-2020


July Calls for Service 2018-2021
60
50
40
30
20
10
0
28
37
47
57
2018
2019
2020
2021


Average Number of Firefighters Per Response 2018-2021
6.85
6.8
6.75
6.7
6.65
6.6
6.55
6.5
6.6
6.7
6.6
6.8
2018
2019
2020
2021
Average Number of Firefighters Per Response


Fire Runs vs. EMS Runs July 2018-2021
45
40
35
30
25
20
15
10
5
0
8
20
12
25
9
38
16
41
2018
2019
2020
2021
Fire
EMS



	2018	2019	2020	2021
Ambo Assist	0	1	0	1
Airway	0	0	0	0
ASA	1	2	1	1
Albuterol	0	0	1	0
NTG	0	0	2	0
Glucometer	8	6	7	11
Epi	0	0	0	1
Narcan	0	0	0	0