

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
Virtual Meeting via Zoom

DECEMBER 7, 2020
6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA
 - A. City Council Minutes – November 16, 2020
 - B. City Council Minutes-Special Meeting – November 12, 2020
 - C. Annual Business License Renewals for 2021 – Resolution 2020-45
 - D. Police Department Policy Amendments/Updates
 - E. Charter Commission – 2020 Annual Report
 - F. GFOA – 2020 Distinguished Budget Presentation Award
 - G. Letter of Credit Reduction – Rivers Edge 2nd, 3rd and 4th Addition
 - H. Surplus Property-Police Department – Resolution 2020-46
 - I. Fire Department Vehicle Replacement
 - J. Fund Transfer Resolution 2020-51
 - K. Pay Estimate #6-2020 Street Reconstruction & Watermain Improvement
 - L. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
 - A. Presentation on 2020 Proposed Budget - Public Input
 1. Certifying Taxes Payable in 2021 – Resolution 2020-47
 2. Adopting a Budget for 2021 – Resolution 2020-48
 - B. MS4 – Annual Opportunity for Public Input
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Ordinance 267, Second Series: Amending Fee Schedule (Second Reading)
 - B. Summary Publication of Ordinance 267, Second Series – Resolution 2020-49
 - C. Decertification Tax Increment Financing- Senior Facility Site – Resolution 2020-50
 - D. Temporary Habitation Extension for 4953 Ambassador Blvd. NW
 - E. Roseville IT – Joint Powers Agreement
 - F. CARES Act Grant and Expenditures Update
 - G. Preliminary Development Agreement – Anderson Companies
 - H. Demolition RFP Acceptance and Award – 22708 Rum River Blvd.
 - I. Nowthen Fire Management Service Contract
 - J. COLA – Non-union Staff
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports –
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - Dec 16 Planning Commission Meeting - 7:00 pm, Zoom meeting
 - Dec 21 City Council Meeting – 6:00 pm, Zoom meeting
 - Jan 4 City Council Meeting – 6:00 pm, Zoom meeting
12. ADJOURNMENT

*This meeting will be a Virtual Meeting through Zoom, please visit our website for a link to Monday's meeting. <https://www.stfrancismn.org/citycouncil/page/city-council-meeting-274>

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

**CITY COUNCIL MINUTES
NOVEMBER 16, 2020**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman through a virtual setting via Zoom.

2. ROLL CALL

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

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

3. APPROVAL OF AGENDA

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING THE REGULAR CITY COUNCIL AGENDA.

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

Nays: None

Motion carried 5-0.

4. CONSENT AGENDA

A. City Council Minutes – November 2, 2020

B. Designation of Polling Locations for 2021 – Resolution 2020-43

C. 2020 Street Reconstruction and Watermain Improvement Project - Pay Estimate No. 5 for \$325,148.90 to Kuechle Underground Inc.

D. 2020 Street Rehabilitation Project – Pay Estimate No. 3 for \$24,926.12 to North Valley Inc.

E. Payment of Claims \$761,068.10 (ACH 300E-301E \$251,011.15 and Check #78323-78392 \$510,056.95)

MOTION BY BAUER SECOND ROBINSON APPROVING THE CONSENT AGENDA ITEMS A, B, E AND G.

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

Nays: None

Motion carried 5-0.

5. MEETING OPEN TO THE PUBLIC

City Administrator Joe Kohlmann asked if anyone watching would like to speak to the council on an item not on the agenda. Hearing none the council continued.

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

A. Assessment Public Hearing: 2020 Street Reconstruction and Watermain Improvement

City Engineer Craig Jochum gave a brief overview of the project and what the project all included. The streets included in the 2020 Street Reconstruction and Watermain Improvement Project were selected primarily based on street surface deterioration, utility age, available funding and overall program staging. This project replaced some old and undersized watermains and corresponding water services and provided an adequate stormwater collection system. This project also replaced deteriorated concrete curbing and bituminous surfacing. These infrastructure systems served beyond their expected useful life. The two street reconstruction areas included Butterfield Drive and the River Shores Neighborhood.

This project also completed a watermain loop. The watermain loop includes an 8-inch PVC pipe from the River Shores Neighborhood to the wastewater treatment property. Currently all of the property's east of Rum River Boulevard between 225th Lane and 227th Court are only supplied in one direction. This loop will provide a more reliable water supply and facilitate water shut downs when required for watermain breaks and repairs.

An informational meeting was held on January 23 for each neighborhood, May 4 a Public Improvement Hearing was held and the third meeting tonight is the assessment hearing. The assessments are based on the City's current assessment policy for the Front Footage Method. The assessments are based on assessing 40% of the watermain lateral costs, 40% of the storm sewer improvement costs, and 100 % of the water and sewer service costs. The Feasibility Report indicated a 15-year payment term and the council decided on a 2.2% interest rate. This project is proposed to be financed by Municipal State Aid funds, Water Funds, Stormwater Utility Funds and Assessments. The total estimated project cost is \$2,575,000. The total assessed amount is \$496,207 or 19.3%.

There are a number of punch list items that will be addressed this week and the rest will be completed next spring.

Mayor Feldman opened the public hearing at 6:10 pm. Feldman stated if anyone wants to speak on the assessment please state your name and address for the record. Feldman stated the City received two letters regarding the assessment. One of the property owners who wrote a letter has since paid the assessment in full. Feldman stated this assessment is for 15 years with an interest rate of 2.2%. You can pay it in full within 30 days and there will be no interest accrued or you can let it go to your property statement. At any time, you can pay off the assessment, that is an option too. Feldman asked Finance Director Darcy Mulvihill if that is correct. Mulvihill stated

each year before November 15 you can pay off the assessment. You would just be paying for the interest in the years you had it assessed to your property. But please come to city hall to pay it off, do not go to Anoka County.

Feldman said being there is no public comment, the letters submitted will become part of the record and closed the public hearing at 6:16 pm.

Feldman then asked for council's comments.

Robinson said we are planning for the future and the improvement cost is a savings in the long run. No one likes to pay assessments. Plus, proper notice was given so everyone knew what this all involved.

Udvig agreed with Robinson. It is necessary to keep up the streets. We need to keep improving the streets.

Bauer agreed with what has been said but upset that people think we are not up front. You are basically paying .23 cents a day to have a better road. We have had meetings since the being of this year regarding this project. I hate assessments too. I had an overlay assess to my property. Not every taxpayer can pay for everyone's assessment. The watermain loop was not put on these property owner's assessment. I like how this project came together.

Muehlbauer said I second whatever one else has said. We have read all the letters/emails with your concerns during this project. When we bid out projects we take the lowest responsible bidder. With the comments we have heard from people would we take this contractor again as a lowest responsible bidder? Jochum said Kuechle Underground is a very reputable contractor. This was a tough project. We had only old records to go off of, worked around a lot of difficult conditions. Remember the next lowest bidder was about \$400,000 higher and would they have run into the same issues is unknown. Muehlbauer said I just felt I had to ask for the residents. Jochum said we also lost about six weeks at the beginning of the construction season because of COVID restrictions. Instead of starting in April, early May they didn't start until June.

Feldman stated we only used one contractor, increased the length of the assessment from 10 to 15 years and interest only 2.2%. We have a road program in place, watermain loop line was paid by the city. I think we planned well. We also have no control of the weather. Jochum stated having one contractor is the most economical way of doing a project. Feldman said he has heard from a resident that they like the new curb much better. Again, Feldman said notices were sent to property owners of record. Jochum stated we obtained the list from Anoka County.

1) Adopting and Certifying Assessments to Anoka County - Resolution 2020-44
MOTION BY MUEHLBAUER SECOND BAUER TO ADOPT RESOLUTION 2020-44 A
RESOLUTION ADOPTING ASSESSMENTS FOR THE 2020 STREET
RECONSTRUCTION AND WATERMAIN IMPROVEMENT PROJECT.

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

Nays: None

Motion carried 5-0.

None

9. **NEW BUSINESS**

A. Ordinance 267, Second Series: Amending Fee Schedule (First Reading)

The City adopts a fee schedule to identify the fees for licenses, equipment usage, facility rental, land use permits, building permits and other city business items.

Since the last adopted fee schedule, various items have come forward that need to be addressed. Those include:

Community Development Fees

- Building Fees
 - o Set Fee for "Admin Zoning fee for Permits, \$50" – this is to address a number of zoning permits that are applied for, utilize staff time and either are not picked up, expire or require code enforcement for work without the permit
- Land and Property Use
 - o TIF Application/Business Subsidy – reduce City fee to \$350 to remain in line with other land use fees. Item relies heavily on consultants, no change to escrow.

Public Works Fees

- Park and Field
 - o Increases to facility and field rentals
- Community Center
 - o Increases to rental
- Equipment and Staff Use
 - o Increases to per hour rental amounts for select equipment
- Utility Fees
 - o Increase in water meter deposit to reflect current cost
 - o Update to hours for Shut off/ Reconnect along with updated paragraph to address snowbirds

Thunstrom said I would be happy to address any questions on the Community Development Fees and Jason could answer on the Public Works Fees.

Feldman asked if surrounding communities were contacted to see what they charge. Thunstrom said yes, I did for the Community Development Fees. The only question for Thunstrom from the council was why the fee for the TIF application went from \$3,000 to \$350. Thunstrom stated it is like a land use fee and most of the fees come from the consultants which get paid out of the escrow fee.

Public Works Director Jason Windingstad stated the cost of the ¾" water meter went up so much because we were taking about a 50% loss. We did contact other communities too on what they were charging.

After some general questions for Thunstrom and Windingstad council agreed with the changes.

MOTION BY UDVIG SECOND MUEHLBAUER APPROVING THE FIRST READING

OF ORDINANCE 267, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY CODE REGARDING THE FEE SCHEDULE.

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

Nays: None.

Motion carried 5-0.

B. Preliminary Development Agreement – Anderson Companies

Thunstrom reported Anderson Companies has brought forward to the City a proposed senior housing development on the property located at 3518 Bridge Street. This project has been discussed at two work sessions to determine the impact on the City. The city attorney has reviewed the Preliminary Development Agreement that was part of the council packet. Once that has been secured the developer will move forward with the land use application and Comprehensive Plan amendment. During this agreement the City will not market the property to other developers, the Developer will complete their due diligence to proceed with the necessary steps to complete the project and both sides will negotiate in good faith on a purchase price and sale. The term of the agreement is for 180 days.

Thunstrom stated Mr. Anderson was participating in the Zoom meeting and said he would answer any questions the council may have. Council did not have any further questions.

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING THE PRELIMINARY DEVELOPMENT AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM.

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

Nays: None.

Motion carried 5-0.

Street Assessment Continued:

City Administrator Joe Kohlmann stated there have been some additional people viewing the meeting and was not sure if they were on to make comments regarding the assessment project. The council agreed to hear what they had to say.

Vernetta Dummann of Butterfield Drive said her assessment of \$9,601 is a lot more than the rest of the other homeowners. Jochum stated residential properties averaged about \$7,400-\$7,500. Yours was higher because you have a 4-plex. Some also paid less because they are on newer mains. One commercial property paid higher because they requested a larger main going to their property. Yours was similar to the average residential property owner. Residential properties don't pay over 150' where commercial properties pay for the full length of their property. Feldman stated the council agree on a 15-year assessment with a 2.2% interest rate.

Bill Strom, 3712-225th asked if the city sent out an invoice for payment. Mulvihill said

you can drop payment off in the city's drop box until December 16th to pre-pay. Strom asked if they would get a receipt. Kohlmann said unfortunately city hall is currently closed to the public but we can send you a receipt. Vernetta Dummann said she would like a receipt too.

Kohlmann asked if there was anyone else viewing the meeting that would like to speak on the assessments. With non-being heard, the council moved on to the next item on the agenda.

C. Code Enforcement – 41XX DeGardner Circle Presentation

Feldman stated this was already discussed at the last city council meeting and the requested extension until June 2021 was not granted.

Property owner, Kelly Kelley stated she thought she was going to get a chance to explain her fence and the situation of why the fence was put up. She put together a power point with pictures of the different stages. Kelley said the developer went off track with the removal of trees. I voiced my concern about that and asked that the developer be made to put up a fence in between the manufactured home park and our properties. The developer was strongly against a fence. Once the trees went down I started having random people come through my yard. Once my barrier got taller I had no more problems. I felt alone for protecting what is right. No city official protected the area that was being destroyed by the developer. Maybe it is not the best looking at this time of year but went on to explain the vines and plants she planted and trying a living wall of greenery. Other perennials were added this year. It is a work in progress, it is not junk. I would have thought I should have been contacted earlier if it was a problem. No one spoke to me face to face. Really is it a fire hazard? I don't want it open for travel and please don't say it will not happen.

Thunstrom said you do need a permit for a fence and the material has to be of residential nature.

Feldman asked when the development started. Thunstrom stated in 2017 ALS Properties started the development. This was discussed at the planning commission level.

Kelley said I am not saying I am not taking this down but the question is how much of a fire hazard is it in the winter. I want to protect my things and can't do a privacy fence in November.

Feldman asked Fire Chief Schmidt if there is some type of fire retardant she could use. Schmidt said I have nothing against you but we have to look out for all the residents in her development and Woodhaven.

Kelley asked why she didn't get any warning. Muehlbauer said Code Enforcement goes on complaint based, we are not looking for problems.

Feldman asked about a control burn and the different type of fences she could possibly put up. Kelley said no chain link fences for me. Council spoke on her privacy concerns and asked Police Chief Schwieger.

Bauer said he apologizes, looking at these pictures I would have given you more time. We got the worst looking pictures. I would give you until spring. You could put up a fence with bushes on both sides. Raspberry bushes work well, they are prickly. I have them and we don't get people cutting through our yard. I am all about doing what you want on your property to a certain extent.

Muehlbauer agreed, you put in a lot of effort into this fence. Not sure I could give you until summer and go against the fire chief's recommendation. If your trees were taken down during the development that would be a civil matter. But I do applaud your efforts in your yard. You probably do need some type of privacy fence. Maybe it could be more natural on your side.

Kelley said in regards to a fire hazard it gets watered everyday for the vines to grow.

Udvig asked when she first started her project. Kelley stated I think in 2018. Udvig said I appreciate your hard work but you too said you didn't think it would get this high. We are complaint based and we have to address it if someone brings it to our attention. I believe the fire chief who states in his opinion it is a fire hazard. I think your yard is gorgeous, I like the nature idea but don't want it to be a fire hazard. Kelley said again I water the vines all the time and have marsh land around me. Fire Chief stated spring/summer isn't the problem it is fall, that is my concern.

Robinson said we have two issues here. One is a security issue for you and something that is flammable. I noticed this fence does not go all the way down to the property owner to the south. If you want security you better go with a 6-foot-high fence across the whole property line. I do clear brush under my trees because it is a fire hazard. Snow on ground soon so I am not opposed to an extension until April 1 or the 15th.

The council then discussed different options; controlled burn, wetting it down before a freeze, using the city water truck or wrapping it. Chief Schmidt said I would be flexible.

Feldman said this would only be an extension, not to keep it. Kelley said if people don't want it I will take it down.

Robinson asked what the legal responsibility of the city watering it down. City Attorney Dave Schaps stated you would have to take into consideration the cost of the truck, water and whether or not we have legal access to that area and legal indemnification. Council again started discussion on the length of the extension.

MOTION BY FELDMAN SECOND BAUER TO HAVE PUBLIC WORKS USE THE

WATER TRUCK TO WATER IT DOWN, OR FIRE DEPARTMENT USE IT FOR TRAINING AND HAVE COMMUNITY DEVELOPMENT CONTACT WOODHAVEN FOR ACCESS GRANTING THE EXTENSION UNTIL APRIL 15, 2021.

Ayes: Feldman, Bauer, Muehlbauer and Udvig.

Nays: Robinson

Motion carried 4-1.

Kelly Kelley thanked the council for their time.

10. **MEETING OPEN TO THE PUBLIC**

City Administrator Joe Kohlmann asked if anyone watching would like to speak to the council on an item not on the agenda. Hearing none the council continued.

11. **REPORTS**

A. **Department Reports – Public Works Monthly Reports**

Public Works Director Jason Windingstad gave the monthly reports on all departments.

Council all agree good report again.

Bauer asked about water samples and if they were taken at different locations throughout the city. Windingstad said yes and explained how that process works. Bauer also stated he is still an advocate for local pumpers to be able to dump their loads at our facility for a revenue source. Windingstad he will look into that also.

COVID -19 UPDATE:

City Administrator Kohlmann stated three staff members are out at city hall. We have been in discussion about shutting down as numbers continue to rise. This caught us off guard but we are ready to work remote as we did in the spring. We have been talking about this at department head meetings and maybe continue through the holidays. Potentially until mid-January. Feldman said we are looking at safety for our staff and residents. Right way to go, taking precautions is a good thing. Kohlmann said so starting Tuesday, tomorrow city hall staff will be working remotely. Someone will come into city hall each day to check the night drop. We will still be processing everything. Metro West is going to help up with building inspections.

Udvig said she was on board for staff to work remotely. It is a risk we don't need to take, I agree you made the right decision.

Muehlbauer said he totally understands, we have one guy out at work, right decision. Bauer also agreed right decision, like that we have the ability to work remotely. Let's take care of employees and residents, be safe.

Robinson said he has the utmost confidence and responsible for Joe to do the right thing.

Feldman said I am glad we did all the updating to be able to work remotely. Right course of action. We will still be prepared and safe, commend staff.

B. **Councilmember Reports -**

Bauer – nothing more to report. Tell residents and department heads to keep staff safe use mask/shields whatever they need.

Udvig -joined the last school board meeting and they had an emergency board meeting this morning. Starting November 19, the high school and middle school will start distance learning and November 30 the elementary maybe full distance learning too. They have 88 staff out and 30 students out most of them were in sports or extracurricular activities. Also, the Community Tree Lighting event in Woodbury Park has been cancelled due to the new restrictions. Udvig asked Chief Schmidt if they were still doing the food drive. Schmidt stated they are going to try and do some type of food drive. But as the numbers continue to grow it is challenging to meet our own number on staff. We are not going to put our residents at risk. Udvig agree, just give us an update when you know. Feldman asked about the school resource officer. Chief Schwieger said we will monitor it.

Muehlbauer – nothing to add. Didn't attend work session because he did not feel good.

Robinson – attended work session. Also, special meeting November 12 to canvass election results. Shout out to City Clerk Barb Held for the elections and all who worked and people who voted.

Feldman- also what to thank Barb and all staff what worked on the elections Glad there were no incidents. Doesn't matter who you vote for, its your right. Feldman than asked department heads how they were doing with staffing. Each gave an update on their departments. Kohlmann said the phones at city hall will be answered and will post something later this evening on social media of being closed starting tomorrow. Feldman said I thought it was a great idea of having the mail delivered in the night drop box. Want to commend everyone for working together, be smart and enjoy your families. It's real. Thanked council and staff for working together.

C. Upcoming Events –

Nov 18 Planning Commission Meeting - 7:00 pm, Zoom meeting

Nov 26-27 City Offices Closed – Thanksgiving Holiday

Dec 7 City Council Meeting – 6:00 pm, Zoom meeting

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 8:50 pm.

Barbara I. Held, City Clerk

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

SPECIAL CANVASSING BOARD MINUTES

NOVEMBER 12, 2020

1. **Call to Order/Roll Call:** Mayor Steve Feldman called the Canvassing Board to order at 5:33 pm.

Present were Mayor Steve Feldman, Councilmembers Kevin Robinson and Sarah Udvig. Also present was City Clerk Barb Held.

2. **Resolution 2020-42: Accepting the Results of the St. Francis Municipal Races in the 2020 General Election:**

Held reported county wide the voter turn out was 92.78%. In St. Francis Precinct #1 had 89.67% and precinct #2 was 93.10%. Precinct #3 which is the property located in Isanti County and currently one homeowner had 100%. Total number of people voting in this election was 4,408 which includes 2,110 voting absentee and 2,298 voting on election day.

City races were uncontested. Steve Feldman for mayor and Joe Muehlbauer and Robert Bauer for council will serve another term starting January 4, 2021.

MOTION BY UDVIG SECOND ROBINSON ADOPTING RESOLUTION 2020-42 A RESOLUTION ACCEPTING THE RESULTS OF THE 2020 STATE GENERAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2020.

Ayes: Robinson, Udvig and Feldman.

Nays: None.

Motion carried 3-0.

3. **Payment of Claims:** Held stated these were included in tonight's special meeting due to the fact the CARES Act monies needed to be spent/paid by November 15th. This list includes those items.

MOTION BY ROBINSON SECOND UDVIG APPROVING THE LIST OF CLAIMS PRESENTED THIS EVENING TOTALING \$42,747.68.

Ayes: Feldman, Udvig and Robinson.

Nays: None.

Motion carried 3-0.

4. **Adjournment:** Mayor Feldman adjourned the Special City Council meeting to Canvass the Election Results at 5:39 pm.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: 2021 License Renewals
DATE: December 7, 2020

OVERVIEW:

Renewal applications and supporting documents were mailed to the businesses in October. The City Council receives a resolution listing all the license renewals for the following year. Payments have been received with the applications. The liquor licenses along with their certificate of liability insurance is then submitted to the State of MN.

ACTION TO BE CONSIDERED:

Adopt the attached Resolution 2020-45 listing the 2021 License Renewals.

BUDGET IMPLICATION:

The City does budget potential revenue of the licenses; however, they can fluctuate from year to year slightly. This year the City Council approved a reduction in the fees for establishments that were closed during the pandemic who served alcohol. It was a 25% reduction in their liquor/wine/beer license fee.

Attachments:

- Resolution 2020-45

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

RESOLUTION 2020-45

**A RESOLUTION ADOPTING THE
LICENSE RENEWALS FOR 2021**

(See Attached Exhibit A)

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

and the following voted against the same:
and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th
DAY OF DECEMBER, 2020.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

Exhibit A
LICENSE RENEWALS FOR 2021

<u>LIQUOR LICENSES:</u>	<u>REGULAR</u>	<u>SUNDAY</u>
(1) Beef O'Bradys	\$ 3,000.00	\$ 150.00
(2) Patriot Lanes	3,000.00	150.00
(3) Rum River Inn	3,000.00	150.00
(4) St. Francis American Legion	3,000.00	150.00
(5) The Ponds Golf Course	3,000.00	150.00

<u>WINE/BEER LICENSES:</u>	
(1) Mansetti's	\$300.00
(2) Tasty Pizza	\$300.00

<u>3.2% LICENSES – Off Sale:</u>	
(1) Kwik Trip	\$200.00

<u>TOBACCO LICENSES:</u>	
(1) Casey's General Store #1769	\$150.00
(2) Dollar General #15702	150.00
(3) King's County Market	150.00
(4) Kwik Trip #943	150.00
(5) St. Francis Bottle Shop	150.00
(6) Speedway #4870-River Country Coop	150.00

<u>AMUSEMENT MACHINES</u>	<u># OF MACHINES</u>	<u>TOTAL</u>
(1) Beef O'Bradys	5	\$ 90.00
(2) Mansetti's Pizza & Pasta	1	30.00
(3) Patriot Lanes and Lounge	9	150.00
(4) Rum River Inn	4	75.00
(5) St. Francis American Legion	1	30.00
(6) Tasty Pizza	7	120.00
(7) Virtual Reality Arcade	4	75.00

<u>REFUSE HAULERS:</u>	<u># OF TRUCKS</u>	
(1) Ace Solid Waste/Waste Connections	7	\$550.00
(2) Republic Services	5	450.00
(3) LePage & Sons	7	550.00
(4) Waste Management of Cambridge	5	450.00

<u>TOWING LICENSE:</u>	
(1) PTL Tire & Auto DBA Ark Towing & Recovery	\$150.00



TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Policy Amendments/Updates
DATE: December 7, 2020

OVERVIEW:

Over the course of the year the MN Legislature amended several MN State Statutes which pertain to law enforcement including 609.06 (Use of Force), and 609.066 (Use of Deadly Force). The MN Legislature mandated that the MN POST Board adopt an updated comprehensive written model policy of the Use of Force, including Use of Deadly Force which include the amendments and distribute the policy to the chief law enforcement officer of every law enforcement agency in the state. After reviewing the Use of Force model policy from the POST Board the St Francis Police Department Use of Force and Use of Deadly Force Policies were amended to reflect the content and language in the model policy as required by the legislature.

The MN Legislature has also mandated that as of February 1st, 2021 MN law enforcement agencies adopt an Eyewitness Identification policy. An Eyewitness Identification model policy was prepared by the POST Board and the St Francis Police Department has created a policy that is substantially similar to the model policy and includes all required content and language. The St Francis Police Department updated St Francis Use of Force, Use of Deadly Force and Eyewitness Identification policies are included for review. The mentioned policies have received legal review.

ACTION TO BE CONSIDERED:

St Francis City Council to approve the updated St Francis Police Department Use of Force, Use of Deadly Force and Eyewitness Identification policies.

BUDGET IMPLICATION:

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



TITLE: USE OF FORCE	NUMBER: 325
EFFECTIVE DATE: 08/01/2020	REVIEW DATE: 01/01/2022

325.01 PURPOSE

It is the policy of the St Francis Police Department to provide officers with guidelines for the use of force and deadly force in accordance with:

MN STATUTE 626.8452 DEADLY FORCE AND FIREARMS USE;
POLICIES AND INSTRUCTION REQUIRED;
MN STATUTE 626.8475 DUTY TO INTERCEDE AND REPORT;
MN STATUTE 609.06 AUTHORIZED USE OF FORCE;
MN STATUTE 609.065 JUSTIFIABLE TAKING OF LIFE; and
MN STATUTE 609.066 AUTHORIZED USE OF DEADLY FORCE
BY PEACE OFFICERS

325.02 POLICY

It is the policy of the St Francis Police Department to ensure officers respect the sanctity of human life when making decisions regarding use of force. Sworn law enforcement officers have been granted the extraordinary authority to use force when necessary to accomplish lawful ends. Officers shall treat everyone with dignity and without prejudice and use only the force that is objectively reasonable to effectively bring an incident under control, while protecting the safety of others and the officer.

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

Officers should exercise special care when interacting with individuals with known physical, mental health, developmental, or intellectual disabilities as an individual's disability may affect the individual's ability to understand or comply with commands from peace officers.

The decision by an officer to use force or deadly force shall be evaluated from the perspective of a reasonable officer in the same situation, based on the totality of the circumstances known to or perceived by the officer at the time, rather than with the benefit of hindsight, and that the totality of the circumstances shall account for occasions when officers may be forced to make quick judgments about using such force.

This policy is to be reviewed annually and any questions or concerns should be addressed to the immediate supervisor for clarification.

This policy applies to all licensed peace officers and part-time peace officers engaged in the discharge of official duties.

325.03

DEFINITIONS

- A. **Bodily Harm:** Physical pain or injury.
- B. **Great Bodily Harm:** Bodily injury which creates a high probability of death, or which causes serious, permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.
- C. **Deadly Force:** Force used by an officer that the officer knows, or reasonably should know, creates a substantial risk of causing death or great bodily harm. The intentional discharge of a firearm in the direction of another person, or at a vehicle in which another person is believed to be, constitutes deadly force.
- D. **De-Escalation:** Taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary. De-escalation may include the use of such techniques as command presence, advisements, warnings, verbal persuasion, and tactical repositioning.
- E. **Other Than Deadly Force:** Force used by an officer that does not have the purpose of causing, nor create a substantial risk of causing, death or great bodily harm.
- F. **Choke Hold:** A method by which a person applies sufficient pressure to a person to make breathing difficult or impossible, and includes but is not limited to any pressure to the neck, throat, or windpipe that may prevent or hinder breathing, or reduce intake of air. Choke hold also means applying pressure to a person's neck on either side of the

windpipe, but not to the windpipe itself, to stop the flow of blood to the brain via the carotid arteries.

G. Authorized Device: A device an officer has received permission from the agency to carry and use in the discharge of that officer's duties, and for which the officer has:

1. obtained training in the technical, mechanical and physical aspects of the device; and
2. developed a knowledge and understanding of the law, rules and regulations regarding the use of such a device.

325.04

METHOD

A. Unless other than normal circumstances exist as noted in 325.07 (E) only the methods or instruments listed may be utilized by an employee to apply force and these methods are listed in ascending order from the least severe to the most severe. An officer should use discretion to determine reasonable force options to bring a subject under control. This policy should not be construed to require officers to first attempt using types and degrees of force that reasonably appear to be inadequate to accomplish the intended objective.

1. Officers Presence

2. Officer Control

- Non-Verbal Communication
- Verbal Communication
- Verbal Commands

- **Passive Control**
- Advanced Taser
- Chemical Weapons
- Pain Compliance Holds
- Pressure Point Control Tactics
- Escort Techniques
- Authorized Impact Weapon

▪ Intermediate Force

- Heavy Techniques of Subject Control
- Stunning Techniques
- Authorized Impact Weapon
- Squad Car

- **Lethal Force**
- Firearm
- Squad Car

Nothing in this policy should prevent officers from using other alternatives short of physical force to effectively resolve a confrontation.

All department issued equipment is to be considered department approved. The department will provide training in the use of all equipment that is approved.

325.05

REPORTING THE USE OF FORCE

- A. Any use of force greater than handcuffing a cooperative person by a member of this department shall be documented promptly, completely and accurately by an appropriate incident report, and Use of Force Supplemental Report. This includes the pointing of aerosol spray, Taser, less lethal or firearm. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. The purpose for the Use of Force Supplemental Report is to collect data for analysis and other related purposes.
- B. Whenever an officer must resort to the use of force to apprehend someone, restore order, or otherwise perform lawful duties, the officer shall, in the incident report of the incident, articulate the following factors:
 - 1. The severity of the incident at issue;
 - 2. Whether the suspect posed an immediate threat to the safety of the officers or others;
 - 3. Whether the suspect actively resisted arrest or attempted to evade arrest by flight; and

4. Other factors, which the officer reasonably believed, required the level of force used.

- C. The Chief, or other individual designated by the Chief, will review all incidents involving the application of force. The incident will be reviewed to determine if Department Policies and Procedures were observed. If the review indicates a violation of law or Department Policies and Procedures, the Chief of Police will be advised and an appropriate internal investigation will be made.

This policy is to be used in conjunction with all relevant existing departmental policies, procedures, rules and regulations.

325.06

PROCEDURE

A. General Provisions

1. Use of physical force should be discontinued when resistance ceases or when the incident is under control.
2. Physical force shall not be used against individuals in restraints, except as objectively reasonable to prevent their escape or prevent imminent bodily injury to the individual, the officer or another person. In these situations, only the amount of force necessary to control the situation shall be used.
3. Once the scene is safe and as soon as practical, an officer shall provide appropriate medical care consistent with his or her training to any individual who has visible injuries, complains of being injured, or requests medical attention. This may include providing first aid, requesting emergency medical services, and/or arranging for transportation to an emergency medical facility. If the injuries are visible, photographs of the injuries should be taken.
4. All uses of force shall be documented and investigated pursuant to this agency's policies.

B. DUTY TO INTERCEDE

Regardless of tenure or rank, an officer must intercede when

1. Present and observing another officer using force in violation of section 609.066, subdivision 2, or otherwise beyond that which is objectively reasonable under the circumstances; and
2. Physically or verbally able to do so.

C. DUTY TO REPORT

1. An officer who observes another officer use force in violation of the Department's use of force policy and/or state or federal law shall report the incident in writing within 24 hours to the chief law enforcement officer of the agency that employs the reporting officer.

D. DE-ESCALATION

1. An officer shall use de-escalation techniques and other alternatives to higher levels of force consistent with their training whenever possible and appropriate before resorting to force and to reduce the need for force.
2. Whenever possible and when such delay will not compromise the safety of another or the officer and will not result in the destruction of evidence, escape of a suspect, or commission of a crime, an officer shall allow an individual time and opportunity to submit to verbal commands before force is used.

E. USE OF CERTAIN TYPES OF FORCE

1. Except in cases where deadly force is authorized as articulated in MN STATE. 609.066 to protect the peace officer or another from death or great bodily harm, officers are prohibited from using:
 - a. Chokeholds,
 - b. Tying all of a person's limbs together behind a person's back to render the person immobile, or;
 - c. Securing a person in any way that results in transporting the person face down in a vehicle.
2. Less than lethal measures must be considered by the officer prior to applying these measures.

325.07

USE OF OTHER THAN DEADLY FORCE

When de-escalation techniques are not effective or appropriate, an officer may use of other than deadly force to control a non-compliant or actively resistant individual. An officer is authorized to use agency-approved other

than deadly force techniques and approved equipment in the following circumstances:

- A. When used by a public officer or one assisting a public officer under the public officer's direction.
 - 1. In effecting a lawful arrest;
 - 2. In the execution of legal process;
 - 3. In enforcing an order of the court; or
 - 4. In executing any other duty imposed upon the public officer by law; or
 - 5. defense of self or another.

325.08

TRAINING

- A. All officers shall receive training, at least annually, on this agency's use of force policy and related legal updates.
- B. In addition, training shall be provided on a regular and periodic basis and designed to
 - 1. Provide techniques for the use of and reinforce the importance of de-escalation.
 - 2. Simulate actual shooting situations and conditions; and
 - 3. Enhance officers' discretion and judgement in using other than deadly force in accordance with this policy.
- C. Before being authorized to carry a firearm all officers shall receive training and instruction with regard to the proper use of deadly force and to the agency's policies and state statutes with regard to such force. Such training and instruction shall continue on an annual basis.
- D. Before carrying an authorized device all officers shall receive training and instruction in the use of the device including training as it relates to its use in deadly force and/or other than deadly force situations. Such training and instruction shall continue on an annual basis.
- E. Officers will carry and use only authorized devices unless circumstances exist which pose an immediate threat to the safety

of the public or the officer requiring the use of a device or object that has not been authorized to counter such a threat.

- F. With agency approval officers may modify, alter or cause to be altered an authorized device in their possession or control.

325.09 RECORD KEEPING REQUIREMENTS

- A. The chief law enforcement officer shall maintain records of the agency's compliance with use of force training requirements.

325.10 MSS 629.33 - WHEN FORCE MAY BE USED TO MAKE ARREST

If a peace officer has informed a defendant that the officer intends to arrest the defendant, and if the defendant then flees or forcibly resists arrest, the officer may use all necessary and lawful means to make the arrest but may not use deadly force unless authorized to do so under section 609.066. After giving notice of the authority and purpose of entry, a peace officer may break open an inner or outer door or window of a dwelling house to execute a warrant if:

- A. The officer is refused admittance; or
- B. Entry is necessary for the officer's own liberation; or
- C. Entry is necessary for liberating another person who is being detained in the dwelling house after entering to make an arrest.

325.11 MSS 629.34 - WHEN ARREST MAY BE MADE WITHOUT A WARRANT

Subdivision 1. Peace Officers.

- (a) A peace officer, as defined in section 626.84, subdivision 1, clause (c), who is on or off duty within the jurisdiction of the appointing authority, or on duty outside the jurisdiction of the appointing authority pursuant to section 629.40, may arrest a person without a warrant as provided under paragraph (c).
- (b) A part-time peace officer, as defined in section 626.84, subdivision 1, clause (d), who is on duty within the jurisdiction of the appointing authority, or on duty outside the jurisdiction of the appointing authority pursuant to section 629.40, may arrest a person without a warrant as provided under paragraph (c).
- (c) A peace officer or part-time peace officer who is authorized under paragraph (a) or (b) to make an arrest without a warrant may do so under the following circumstances:

- (1) when a public offense has been committed or attempted in the officer's presence;
 - (2) when the person arrested has committed a felony, although not in the officer's presence;
 - (3) when a felony has in fact been committed, and the officer has reasonable cause for believing the person arrested to have committed it;
 - (4) upon a charge based upon reasonable cause of the commission of a felony by the person arrested;
 - (5) under the circumstances described in clause (2), (3), or (4), when the offense is a gross misdemeanor violation of section 609.52, 609.595, 609.631, 609.749, or 609.821; or
 - (6) under circumstances described in clause (2), (3), or (4), when the offense is a non-felony violation of a restraining order or no contact order previously issued by a court.
 - (7) under the circumstances described in clause (2), (3), or (4), when the offense is a gross misdemeanor violation of section 609.485 and the person arrested is a juvenile committed to the custody of the commissioner of corrections; or
 - (8) if the peace officer has probable cause to believe that within the preceding 72 hours, exclusive of the day probable cause was established, the person has committed nonfelony domestic abuse, as defined in section 518B.01, subdivision 2, even though the assault did not take place in the presence of the peace officer.
- (d) To make an arrest authorized under this subdivision, the officer may break open an outer or inner door or window of a dwelling house if, after notice of office and purpose, the officer is refused admittance.



TITLE: USE OF DEADLY FORCE	NUMBER: 326
EFFECTIVE DATE: 12/01/2020	REVIEW DATE: 01/01/2023

326.01 PURPOSE

To provide officers with an understanding and working knowledge of the department's deadly force and use of deadly force policy.

326.02 MSS 609.065 - JUSTIFIABLE TAKING OF LIFE

The intentional taking of the life of another is not authorized by Section 609.06, except when necessary in resisting or preventing an offense, which the actor reasonably believes, exposes the actor or another to great bodily harm or death, or preventing the commission of a felony in the actor's place of abode.

326.03 MSS 609.066 - AUTHORIZED USE OF DEADLY FORCE BY PEACE OFFICERS

- A. An officer is authorized to use deadly force if an objectively reasonable officer would believe, based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight, that such force is necessary. Use of deadly force is justified when one or both of the following apply;
1. To protect the peace officer or another from death or great bodily harm, provided that the threat:
 - a. can be articulated with specificity by the law enforcement officer;
 - b. is reasonably likely to occur absent action by the law enforcement officer; and
 - c. must be addressed through the use of deadly force without unreasonable delay; or
 2. To effect the arrest or capture, or prevent the escape, of a person whom the peace officer knows or has reasonable grounds to believe has committed or attempted to commit a

felony and the officer reasonably believes that the person will cause death or great bodily harm to another person under the threat criteria in paragraph (1), items (a) to (c), unless immediately apprehended.

3. Where feasible, the officer shall identify themselves as a law enforcement officer and warn of his or her intent to use deadly force.
4. This section and sections 609.06, 609.065 and 629.33 may not be used as a defense in a civil action brought by an innocent third party.

326.04 DEADLY FORCE RESTRICTIONS

- A. An officer shall not use deadly force against a person based on the danger the person poses to self if an objectively reasonable officer would believe, based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight, that the person does not pose a threat of death or great bodily harm to the peace officer or to another under the threat criteria in 326.03 (A)(1), items (a) to (c)
- B. Officers should avoid discharging their firearms at or from a moving vehicle except in circumstances permitting the use of deadly force under MN STATUTE 609.066 and after careful consideration of the possibility of collateral injury or death.

326.05 TRAINING

- A. All officers shall receive training, at least annually, on this agency's use of deadly force policy and related legal updates in addition to the training requirements listed in section 325.

326.06 DEPARTMENT INVESTIGATIVE PROCESS

- A. Anytime an officer discharges a department-approved weapon, it is a serious incident and it will be fully investigated by the department or an outside agency. Accurate discovery of all facts regarding the incident is required to maintain the confidence of the public, ensure the preservation of the rights of

everyone involved including the officers involved and to ensure that proper legal action, if necessary, is taken as a result of the incident.

- B. The department will investigate every incident of firearms discharged by a department employee except for target practice, hunting, ballistics examination, and destruction of animals. If a firearm is used to destroy an animal, the officer will prepare an incident report detailing the reason and circumstances of the destruction.

326.07

OFFICER INVOLVED SHOOTING

- A. Whenever a member discharges a firearm involving the shooting of a person whether accidentally or intentionally, the employee shall immediately:
 - 1. Determine the physical condition of any injured persons and render first aid, when appropriate. Request medical aid, if necessary.
 - 2. Notify a Supervisor or Senior Officer of your location and the nature of the incident.
 - 3. A Supervisor shall be notified if the discharge involved personal injury or property damage.
 - 4. Those officers who discharged their weapon shall retain their weapon until it is turned over to a supervisor. Unless necessary for officers' safety, officers shall not reload or unload, their weapons without being instructed to do so by a supervisor. Officers directly involved in the incident shall not become involved in the gathering or collection of evidence, or interviewing of witnesses. Those officers should remain at the scene until a supervisor arrives, unless they are in need of emergency medical treatment.
 - 5. Any involved officers shall be moved to the police facility as soon as directed by a supervisor or detective in charge.
 - 6. The involved officers shall prepare a report or give a statement regarding their involvement in the incident as soon as possible.

7. The officer(s) involved in the incident shall assume administrative duties in cases resulting in death or injury. (See 326.12).

326.08 SUPERVISOR OR SENIOR OFFICER ON DUTY

- A. The Supervisor or Senior Officer will be responsible for:
 1. Securing the scene and any physical evidence.
 2. Determine manpower needs to handle patrol functions during the investigation of the incident.
 3. Conduct a preliminary field investigation.
 4. Ensure that the Police Chief, The Bureau of Criminal Apprehension and CID are notified.
 5. Render assistance to the assigned investigators.
 6. Assist the officer involved to insure thoroughness and completeness of all reports; also assist the officer through the early stages of post-shooting trauma. Anoka County Public Safety Peer Support may be contacted to provide defusing following the incident.
 7. The Supervisor, in compliance with MSS 626.553 will prepare the required Firearms Discharge Report. The report will be forwarded to the Chief of Police for his/her signature prior to submission to the Commissioner of Public Safety.

326.09 INTERNAL AFFAIRS INVESTIGATION

- A. The Chief is responsible for the Internal Affairs investigation of the incident. This administrative investigation will be conducted to determine if the shooting was within policy. The administrative investigation will be conducted separately from any criminal or general investigation. Before taking any statements, the Chief will advise the employee of his/her rights during an administrative investigation. These rights include:
 1. The right to know that the investigation is narrowly defined to the specific shooting incident.

2. The right to know that if misconduct is determined that the officer could face disciplinary action including dismissal.
3. The right to have a Union Representative and/or private attorney present while the statement is being taken.
4. The officer will be read the Garrity/Tennesen Warning and will be allowed to ask questions to ensure that he/she understands the Warning. Once the officer understands the Warning, he/she will sign the Warning and will be supplied a copy of the signed waiver.
5. That any statements made during the internal investigation interview cannot be used against the employee in any subsequent criminal proceedings.
6. A copy of the employee's statement shall be provided to the employee upon signing the statement.

326.10**CRIMINAL INVESTIGATION**

- A. A shooting incident that results in injury or death will be investigated by the MN BCA unless otherwise directed by the Chief of Police. All other shooting incidents will be investigated by an outside law enforcement agency as directed by the Chief of Police. In all cases, the Criminal Investigation should be conducted totally separate from the Internal Affairs investigation. If a conflict arises between the two investigations, the criminal investigation will receive first priority. The investigation procedure shall include, but is not limited to:
 1. Respond to the scene.
 2. Take custody of all weapons, spent and unspent ammunition, for analysis.
 3. Separate, secure, and interview all on-scene witnesses.
 4. Photographs and diagram to scale of the crime scene.
 5. Secure the tapes of all radio transmissions.
 6. Secure medical evidence including any projectiles from the individual(s) injured, blood, and urine samples from those involved in the incident.

7. Interview all officers involved in the incident. If applicable, they will be advised of their rights before questioning.
8. A complete report will be forwarded to the Chief of Police and the Anoka County Attorney for review.

326.11**FEDERAL GOVERNMENT INVESTIGATION**

The department will respect the rights of the Federal Government to conduct an independent investigation to identify any civil rights violations. However, the department will not order or request any of its members who may be suspects to confer with General investigators without the advice of counsel. If the department's investigation determines that the shooting is within the scope of this policy, the department will supply legal representation for all officers involved.

326.12**ADMINISTRATIVE DUTY/LEAVE**

- A. After a shooting incident, the involved officer(s) will be placed on either administrative duty or leave. This shall be without loss of pay or benefit and shall not be interpreted, implied, or indicate that the officer(s) acted improperly. The department recognizes the possible impact that the post-shooting trauma has on officer(s) involved in a shooting incident. During administrative duty/leave, the officer will be provided with all the resources necessary for physical and emotional recovery from the incident. While on administrative duty/leave, the officer(s) will:

1. Remain available at all reasonable times for official interviews.
2. Discuss the incident only with assigned department personnel, personal attorney, medical personnel, clergy, the officer's immediate family, and the department recognized peer-counseling organization.
3. Actively participate in his/her emotional and medical recovery by following the course of treatment developed by health professionals.

The Chief of Police will determine when the officer(s) will be reassigned to their previous duty. This will be done only after consulting with the officer(s) and health care professionals.



Follow-up psychological counseling will be made available to the officer(s) and family members.

This policy is to be used in conjunction with all relevant existing departmental policies, procedures, rules and regulations.



TITLE: EYEWITNESS IDENTIFICATION	NUMBER: 340
EFFECTIVE DATE: 08/01/2020	REVIEW DATE: 01/01/2023

340.00 POLICY:

Officers shall adhere to the procedures for conducting eyewitness identifications set forth in this policy, in order to maximize the reliability of identifications, minimize erroneous identifications, and gather evidence that conforms to contemporary eyewitness identification protocols. Photo arrays and line-ups will be conducted by displaying the suspect and fillers sequentially using a blind or blinded administration.

340.01 PURPOSE:

It is the purpose of this policy to establish guidelines for eyewitness identification procedures involving show-ups, photo arrays, and line-ups. Erroneous eyewitness identifications have been cited as the factor most frequently associated with wrongful convictions. Therefore, in addition to eyewitness identification, all appropriate investigative steps and methods should be employed to uncover evidence that either supports or eliminates the suspect identification.

340.02 DEFINITIONS:

Show-up: The presentation of a suspect to an eyewitness within a short time frame following the commission of a crime to either confirm or eliminate him or her as a possible perpetrator. Show-ups, sometimes referred to as field identifications, are conducted in a contemporaneous time frame and proximity to the crime.

Line-up: The process of presenting live individuals to an eyewitness for the purpose of identifying or eliminating suspects.

Photo Array: A means of presenting photographs to an eyewitness for the purpose of identifying or eliminating suspects.

Administrator: The law enforcement official conducting the identification procedure.

Blinded Presentation: The administrator may know the identity of the suspect, but does not know which photo array member is being viewed by the eyewitness at any given time.

Confidence Statement: A statement in the witness's own words taken immediately after an identification is made stating his or her level of certainty in the identification.

Filler: A live person, or a photograph of a person, included in an identification procedure who is not considered a suspect.

Sequential: Presentation of a series of photographs or individuals to a witness one at a time.

Simultaneous: Presentation of a series of photographs or individuals to a witness all at once.

340.03

PROCEDURE:

A. Show-ups

The use of show-ups should be avoided whenever possible in preference to the use of a lineup or photo array procedure. However, when circumstances require the prompt presentation of a suspect to a witness, the following guidelines shall be followed to minimize potential suggestiveness and increase reliability.

1. Document the witness's description of the perpetrator prior to conducting the show up.
2. Conduct a show-up only when the suspect is detained within a reasonably time frame after the commission of the offense and within a close physical proximity to the location of the crime.
3. Do not use a show-up procedure if probable cause to arrest the suspect has already been established.
4. If possible, avoid conducting a show-up when the suspect is in a patrol car, handcuffed, or physically restrained by officers, unless safety concerns make this impractical.
5. Caution the witness that the person he or she is about to see may or may not be the perpetrator—and it is equally important to clear an innocent person. The witness should also be advised

that the investigation will continue regardless of the outcome of the show-up.

6. Do not conduct the show-up with more than one witness present at a time.
7. Separate witnesses and do not allow communication between them before or after conducting a show-up.
8. If one witness identifies the suspect, use a line-up or photo array for remaining witnesses.
9. Do not present the same suspect to the same witness more than once.
10. Do not require show-up suspects to put on clothing worn by, speak words uttered by, or perform other actions of the perpetrator.
11. Officers should scrupulously avoid words or conduct of any type that may suggest to the witness that the individual is or may be the perpetrator.
12. Ask the witness to provide a confidence statement.
13. Remind the witness not to talk about the show-up to other witnesses until police or prosecutors deem it permissible.
14. Record the identification process using an in-car camera or other recording device when feasible.
15. Document the time and location of the show-up, the officers present, the result of the procedure, and any other relevant information.

B. Line-up and Photo Array

1. Line-ups will not typically be utilized for investigations, unless conducting a photo array is not possible.
2. Whenever possible, a blind presentation shall be utilized. In cases where a blind presentation is not feasible for a photo array, a blinded presentation should be used. Live line-ups must be conducted using a blind presentation.
3. The line-up or photo array should consist of a minimum of six individuals or photographs. Use a minimum of five fillers and only one suspect.

4. Fillers should be reasonably similar in age, height, weight, and general appearance and be of the same sex and race, in accordance with the witness's description of the offender.
5. Avoid the use of fillers who so closely resemble the suspect that a person familiar with the suspect might find it difficult to distinguish the suspect from the fillers.
6. Create a consistent appearance between the suspect and the fillers with respect to any unique or unusual feature (e.g., scars, tattoos, facial hair) used to describe the perpetrator by artificially adding or concealing that feature on the fillers.
7. If there is more than one suspect, include only one in each line-up or photo array.
8. During a blind presentation, no one who is aware of the suspect's identity should be present during the administration of the photo array. However, during a line-up, the suspect's attorney should be present.
9. Place suspects in different positions in each line-up or photo array, both across cases and with multiple witnesses in the same case.
10. Witnesses should not be permitted to see or be shown any photos of the suspect prior to the line-up or photo array.
11. The witness shall be given a copy of the following instructions prior to viewing the line-up or photo array and the administrator shall read the instructions aloud before the identification procedure.

You will be asked to look at a series of individuals.

The perpetrator may or may not be present in the identification procedure.

It is just as important to clear innocent persons from suspicion as it is to identify guilty parties.

Sometimes a person may look different in a photograph than in real life because of different hair styles, facial hair, glasses, a hat or other changes in appearance. Keep in mind that how a photograph was taken or developed may make a person's complexion look lighter or darker than in real life.

You should not feel that you have to make an identification. If you do identify someone, I will ask you to describe in your own words how certain you are.

The individuals are not configured in any particular order.

If you make an identification, I will continue to show you the remaining individuals or photos in the series.

Regardless of whether you make an identification, we will continue to investigate the incident.

Since this is an ongoing investigation, you should not discuss the identification procedures or results.

12. The line-up or photo array should be shown to only one witness at a time; officers should separate witnesses so they will not be aware of the responses of other witnesses.
13. Multiple identification procedures should not be conducted in which the same witness views the same suspect more than once.
14. Officers should scrupulously avoid the use of statements, cues, casual comments, or providing unnecessary or irrelevant information that in any manner may influence the witnesses' decision-making process or perception.
15. Following an identification, the administrator shall ask the witness to provide a confidence statement and document the witness's response.
16. The administrator shall ask the witness to complete and sign an Eyewitness Identification Procedure Form.
17. Line-up and photo array procedures should be video and/or audio recorded whenever possible. If a procedure is not recorded, a written record shall be created and the reason for not recording shall be documented. In the case of line-ups that are not recorded, agents shall take and preserve a still photograph of each individual in the line-up.

C. Creating Photo Array

1. Use contemporary photos.
2. Do not mix color and black and white photos.
3. Use photos of the same size and basic composition.
4. Never mix mug shots with other photos and ensure consistent appearance of photograph backgrounds and sizing.

5. Do not include more than one photo of the same suspect.
6. Cover any portions of mug shots or other photos that provide identifying information on the subject – and similarly cover other photos used in the array.
7. Where the suspect has a unique feature, such as a scar, tattoo, or mole or distinctive clothing that would make him or her stand out in the photo array, filler photographs should include that unique feature either by selecting fillers who have the same features themselves or by altering the photographs of fillers to the extent necessary to achieve a consistent appearance.
8. Fillers should not be reused in arrays for different suspects shown to the same witness.

D. Conducting Photo Array

1. The photo array should be preserved, together with full information about the identification process as part of the case file and documented in a report.
2. If a blind administrator is not available, the administrator shall ensure that a blinded presentation is conducted using the following procedures.
 - a. Place the suspect and at least five filler photos in separate folders for a total of six (or more depending on the number of fillers used).
 - b. The administrator will take one folder containing a known filler and place it to the side. This will be the first photo in the series. The administrator should then shuffle the remaining folders (containing one suspect and the remainder of fillers) such that he or she cannot see how the line-up members are ordered. These shuffled folders will follow the first filler photo. The stack of photos is now ready to be shown to the witness.
 - c. The administrator should position himself or herself so that he or she cannot see inside the folders as they are viewed by the witness.
3. The witness should be asked if he or she recognizes the person in the photo before moving onto the next photo. If an identification is made before all of the photos are shown, the administrator should tell the witness that he or she must show the witness all of the photos and finish showing the sequence to the witness, still asking after each photo if the witness recognizes the person in the photo.

4. If possible, the array should be shown to the witness only once. If, upon viewing the entire array the witness asks to see a particular photo or the entire array again, the witness should be instructed that he or she may view the entire array only one additional time. If a second viewing is permitted, it must be documented.

E. Conducting Line-Up

1. Live line-ups shall be conducted using a blind administrator.
2. Ensure that all persons in the line-up are numbered consecutively and are referred to only by number.
3. The primary investigating officer is responsible for the following:
 - a. Scheduling the line-up on a date and at a time that is convenient for all concerned parties to include the prosecuting attorney, defense counsel, and any witnesses.
 - b. Ensuring compliance with any legal requirements for transfer of the subject to the line-up location if he or she is incarcerated at a detention center.
 - c. Making arrangements to have persons act as fillers.
 - d. Ensuring that the suspect's right to counsel is scrupulously honored and that he or she is provided with counsel if requested. Obtaining proper documentation of any waiver of the suspect's right to counsel.
 - e. Allowing counsel representing the suspect sufficient time to confer with his or her client prior to the line-up and to observe the manner in which the line-up is conducted.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Annual Charter Commission Report
DATE: December 7, 2020

OVERVIEW:

As per City Charter, an annual report shall be submitted to the City Council and the Chief Judge of the Tenth Judicial District.

ACTION TO BE CONSIDERED:

No action is required. This is a summary of the Charter Commission actions during the year.

BUDGET IMPLICATION:

None

Attachments:

- Letter to the Tenth Judicial District Judge

November 20, 2020

The Honorable Douglas Meslow
Chief Judge Tenth Judicial District
Washington County Courthouse
14949 62nd Street N
Stillwater, MN 55082-3802

RE: 2020 Annual City Charter Report

Honorable Meslow:

Pursuant to the city of St. Francis' Charter, an annual report is to be submitted to the Chief Judge of the Tenth Judicial District. In 2020, the Annual Charter Commission meeting was held on January 22, 2020.

The item of discussion at the January 22, 2020 meeting was an update on Section 2.05 Vacancies in Office.

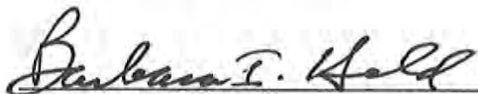
Section 2.05 Vacancies In Office. *A vacancy in office on the Council shall be deemed to exist in the case of the failure of any person elected or appointed to the Council to qualify on or before the date of the second regular meeting of the Council following the person's election or appointment, or by reason of the death, resignation, removal from office, removal from the City, continuous absence from the City or from Council meetings for more than (3) months unless excused by the Council, being adjudged incompetent by a Court of appropriate jurisdiction, or conviction of a felony of any such person after his qualification. In such case the Council shall by resolution declare the vacancy to exist shall post and publish notice of vacancy and after thirty (30) days, appoint an eligible person to fill the vacancy until the next Municipal election.*

After discussion at this meeting the Charter Commission voted 5 to 2 to not change the current language in the Charter on Vacancies in Office.

The Charter Commission did not hold any further meetings in 2020.

Respectfully Submitted by,

Charter Commission Chair


Barbara I. Held
Randy Dessen



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 F

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Budget Award
DATE: 11/30/2020

OVERVIEW:

Attached is the letter from the Government Finance Officers Association on the 2020 Distinguished Budget Presentation Award. This is the 11th year the city has received this award.

ACTION TO BE CONSIDERED:

Presentation of the Award.

BUDGET IMPLICATION:

None

Attachments:

- 2020 Distinguished Budget Presentation Award

October 1, 2020

Darcy Mulvihill
Finance Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

Dear Ms. Mulvihill:

We are pleased to inform you, based on the examination of your budget document by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. A Distinguished Budget Program application is posted on GFOA's website. This application must be completed and accompany your next submission. (See numbers 12 and 13 on page 2 of the application for fee information and submission instructions.)

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Darcy Mulvihill, Finance Director

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive an award plaque that will be mailed separately and should arrive within eight to ten weeks. Also enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Darcy Mulvihill

October 1, 2020

Page 2

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of St. Francis, Minnesota**, for its Annual Budget for the fiscal year beginning **January 1, 2020**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is fluid and cursive, with the first name "Michele" and last name "Levine" being more prominent than the middle name "Mark".

Michele Mark Levine
Technical Services Center

Enclosure

FOR IMMEDIATE RELEASE

October 1, 2020

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of St. Francis, Minnesota**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Darcy Mulvihill, Finance Director**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

City of St. Francis

Minnesota

For the Fiscal Year Beginning

January 1, 2020

Christopher P. Morrill

Executive Director



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 G1

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Rivers Edge 2nd Addition Letter of Credit Reduction
DATE: December 7, 2020

OVERVIEW:

The City has previously approved the Rivers Edge 2nd 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 Letter of Credit may be reduced at this time.

ACTION TO BE CONSIDERED:

City Council approval of the Letter of Credit reduction to \$30,000 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Rivers Edge 2nd Addition Letter of Credit Reduction Recommendation Letter

November 30, 2020

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

RE: Rivers Edge 2nd Addition
Letter of Credit Reduction

Dear Mr. Kohlmann:

We have reviewed the status of the Rivers Edge 2nd Addition project. At this time, the project has not been accepted by the City. We would summarize the project as follows:

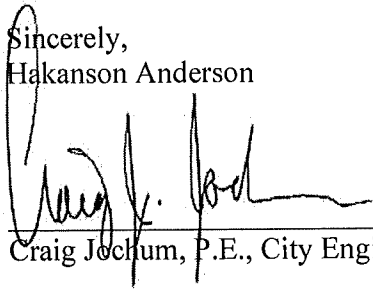
1. The grading has been substantially completed. However, additional turf establishment and erosion control measures are needed and as-built plans are needed to verify that grading has been completed correctly.
2. The sanitary sewer has been constructed and is substantially complete. The castings will have to be raised prior to paving the wear course of bituminous.
3. The watermain has been installed and is substantially complete. The gate valve boxes will have to be raised prior to paving the wear course of bituminous.
4. The storm sewer is substantially completed.
5. The aggregate base, concrete curb and gutter, and bituminous non-wear course have been constructed on the streets. The bituminous wear course remains to be completed.
6. The bituminous trail and sidewalks have been completed.
7. We have not received the as-built utility plans or grading plans.
8. We have not received certification that all iron monuments (lot corners) have been placed.

Based on the status of the project as summarized above, the estimated construction cost to complete the remaining improvements is \$24,000. We therefore recommend that the Letter of Credit may be reduced to \$30,000.00 at this time, which is 125% of the estimated cost of the remaining improvements.

Mr. Joe Kohlmann, City Administrator
November 30, 2020
Page 2

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

Sincerely,
Hakanson Anderson

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

Craig Jochum, P.E., City Engineer

cc: Barb Held, 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

**Rivers Edge 2nd Addition
Value of Remaining Work
November 30, 2020**

Description	Value
Bituminous Wear Course	\$12,000.00
5% of Streets and Trails pending Walk Thru / Acceptance	\$3,600.00
5% of San Sewer Pending As-Builts / Punchlist / Walk Thru / Casting Adjustments	\$1,700.00
5% of Watermain Pending As-Builts / Punchlist / Walk Thru / Casting Adjustments	\$1,700.00
5% of Storm Sewer Pending As-Builts / Punchlist / Walk Thru / Casting Adjustments	\$800.00
Erosion Control	\$4,200.00
 Estimated Remaining Construction Cost	 \$24,000.00
Required LOC (125%)	\$30,000.00



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4G2

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Rivers Edge 3rd Addition Letter Of Credit Reduction
DATE: December 7, 2020

OVERVIEW:

The City has previously approved the Rivers Edge 3rd 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 Letter of Credit may be reduced at this time.

ACTION TO BE CONSIDERED:

City Council approval of the Letter of Credit reduction to \$56,000 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Rivers Edge 3rd Addition Letter of Credit Reduction Recommendation Letter

November 30, 2020

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

RE: Rivers Edge 3rd Addition
Letter of Credit Reduction

Dear Mr. Kohlmann:

We have reviewed the status of the Rivers Edge 3rd Addition project. At this time, the project has not been accepted by the City. We would summarize the project as follows:

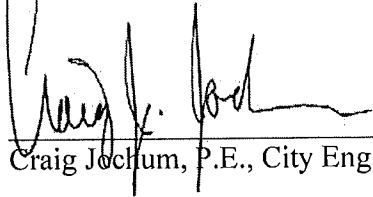
1. The grading has been substantially completed. However, additional turf establishment and erosion control measures are needed and as-built plans are needed to verify that grading has been completed correctly.
2. The sanitary sewer has been constructed and is substantially complete. The manhole castings will require adjustments prior to wear course paving.
3. The watermain has been installed and is substantially complete. The gate valve boxes will require adjustment prior to wear course paving.
4. The storm sewer is substantially completed.
5. The aggregate base, concrete curb and gutter, and bituminous base course have been constructed on the streets. The bituminous wear course paving remains to be completed.
6. We have not received the as-built utility plans or grading plans.
7. 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 \$44,800. We therefore recommend that the Letter of Credit may be reduced to \$56,000 at this time, which is 125% of the estimated cost of the remaining improvements.

Mr. Joe Kohlmann, City Administrator
November 30, 2020
Page 2

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

Sincerely,
Hakanson Anderson

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

Craig Jochum, P.E., City Engineer

cc: Barb Held, 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

**Rivers Edge 3rd Addition
Value of Remaining Work
November 30, 2020**

Description	Value
1 1/2" Bituminous Wear Course	\$19,000.00
5% of Streets pending Walk Thru / Acceptance	\$7,100.00
5% of San Sewer Pending As-Built / Punchlist / Walk Thru / Casting Adjustments	\$3,400.00
5% of Watermain Pending As-Built / Punchlists / Walk Thru / Casting Adjustments	\$2,800.00
5% of Storm Sewer Pending As-Built / Punchlists / Walk Thru	\$4,200.00
Erosion Control	\$8,300.00
Estimated Remaining Construction Cost	\$44,800.00
Required LOC (125%)	\$56,000.00



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4G3

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Rivers Edge 4th Addition Letter Of Credit Reduction
DATE: December 7, 2020

OVERVIEW:

The City has previously approved the Rivers Edge 4th 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 Letter of Credit may be reduced at this time.

ACTION TO BE CONSIDERED:

City Council approval of the Letter of Credit reduction to \$23,000 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Rivers Edge 4th Addition Letter of Credit Reduction Recommendation Letter

November 30, 2020

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

RE: Rivers Edge 4th Addition
Letter of Credit Reduction

Dear Mr. Kohlmann:

We have reviewed the status of the Rivers Edge 4th Addition project. At this time, the project has not been accepted by the City. We would summarize the project as follows:

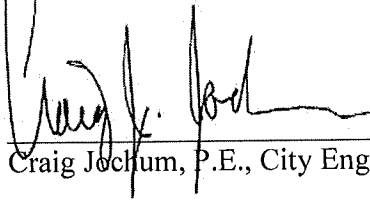
1. The grading has been substantially completed. However, additional turf establishment and erosion control measures are needed and as-built plans are needed to verify that grading has been completed correctly.
2. The sanitary sewer has been constructed and is substantially complete. The manhole castings will require adjustments prior to wear course paving and televising remains to be completed.
3. The watermain has been installed and is substantially complete. The gate valve boxes will require adjustment prior to wear course paving.
4. The storm sewer is substantially completed.
5. The aggregate base, concrete curb and gutter, and bituminous base course have been constructed on the streets. The bituminous wear course paving remains to be completed.
6. The sidewalks remain to be completed.
7. We have not received the as-built utility plans or grading plans.
8. We have not received certification that all iron monuments (lot corners) have been placed.

Based on the status of the project as summarized above, the estimated construction cost to complete the remaining improvements is \$18,400. We therefore recommend that the Letter of Credit may be reduced to \$23,000 at this time, which is 125% of the estimated cost of the remaining improvements.

Mr. Joe Kohlmann, City Administrator
November 30, 2020
Page 2

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

Sincerely,
Hakanson Anderson

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

Craig Jochum, P.E., City Engineer

cc: Barb Held, 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

**Rivers Edge 4th Addition
Value of Remaining Work
November 30, 2020**

Description	Value
1 1/2" Bituminous Wear Course	\$6,900.00
5% of Streets Pending Walk Thru / Acceptance	\$2,100.00
5% of San Sewer Pending As-Builts / Punchlist / Walk Thru / Casting Adjustments	\$800.00
5% of Watermain Pending As-Builts / Punchlist / Walk Thru / Casting Adjustments	\$1,100.00
5% of Storm Sewer Pending As-Builts / Punchlist / Walk Thru	\$1,200.00
Erosion Control	\$6,300.00
Estimated Remaining Construction Cost	\$18,400
Required LOC (125%)	\$23,000



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4H

TO: Joe Kohlmann, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: Surplus Vehicles

DATE: December 7, 2020

OVERVIEW:

The Police Department has 4 seized vehicle's that have gone through the forfeiture process and are now the property of the City of St Francis. The vehicles are a 2005 Chevrolet Monte Carlo bearing VIN 2G1WW12E059282105, a 1995 GMC Sierra bearing VIN 1GTEK19K6S1587015, a 2006 Jeep Grand Cherokee bearing VIN 1JHR48N86C194519, and a 2011 Dodge Journey bearing VIN 3D4PH1FG1BJ503546. The police department will utilize the online bidding service of Municibid to sell and dispose of the vehicle. St Francis city code 8-7-3 (7) authorizes the City to sell supplies, materials, or equipment at the highest price utilizing an electronic selling process in an open and interactive environment.

ACTION TO BE CONSIDERED:

To approve resolution 2020-46 declaring the listed seized/forfeited vehicles as surplus property to be disposed of under the guidelines of the St Francis city code.

BUDGET IMPLICATION:

Work performed in the preparation and selling of the surplus vehicles will be conducted during normal working hours. Money collected from the sales of the vehicles will be placed into the police department forfeiture fund.

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

RESOLUTION 2020-46

A RESOLUTION DECLARING SURPLUS
PROPERTY AND AUTHORIZING THE DISPOSAL
OF SAID PROPERTY

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled "Disposal of Excess Property" outlines the procedure for disposal of City owned property; and

WHEREAS, pursuant to Section 8-7-3, the City has identified property owned by the City that is no longer needed for municipal service; and

WHEREAS, by the City Council of the City of St. Francis that the following property is hereby classified as surplus property, with the approximate value said property assigned as follows:

Surplus Property (Forfeiture Vehicles)		Estimated Value
1)	2005 Chevrolet Monte Carlo VIN 2G1WW12E059282105	Highest bidder on Auction/Ebid
2)	1995 GMC Sierra VIN 1GTEK19K6S1587015	
3)	2006 Jeep Grand Cherokee VIN 1JHR48N86C194519	
4)	2011 Dodge Journey VIN 3D4PH1FG1BJ503546	

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th DAY OF DECEMBER, 2020.

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4I

TO: Mayor & City Council
FROM: Dave Schmidt, Fire Chief
SUBJECT: Emergency Replacement of Duty Squad
DATE: 12-07-2020

OVERVIEW:

On Friday November 27th, the Duty Officer squad (a 2013 Dodge Charger with 102,000 miles) suffered a failed head gasket (picture attached). Subsequently the bus garage was called to investigate the full extent of the failure. The bus garage reports that 1 head gasket has failed, with the potential that both head gaskets may have failed. They are unable to ascertain if there is further mechanical damage to the engine itself, and may not know until they begin the repair process.

The cost of the repairs was quoted at \$1500.00 if there is no mechanical damage to the engine or cracked cylinder heads as a result of the head gasket failure.

This vehicle is moving to 8 years old and was a retired police car, purchased from our police department.

The fire department is requesting City Council approval to move forward with replacing the vehicle with a new Dodge Journey. Funds for purchasing a new response vehicle have been identified utilizing the Gambling Fund which has an account balance of \$105,603.00.

This purchase will not impact the operational budget of the fire department.

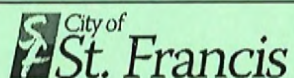
The fire department has received 3 quotes for a 2020 Dodge Journey, with the most competitive bid coming in at \$20,567.97. Additional costs for the vehicle would include building out the lights, siren, graphics and radio installation at a price of \$5600.00 and upgrading the tires to a performance all season tire at an additional \$600.00.

Total project cost estimated at: \$26,767.97

Action to be considered:

Motion to approve the fire department to purchase a 2020 Dodge Journey to replace the 2013 Dodge Charger with a project cost of \$26,767.97 utilizing the Gambling Fund and to declare the 2013 Dodge Charger as surplus property with a value of less than \$1,000.00.





**CITY COUNCIL
AGENDA REPORT**

Agenda Item #: __

4 J

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Resolution Transferring from Water fund to Street Fund
DATE: 12/07/2020

ITEM FOR CONSIDERATION:

Attached is a resolution to approve a transfer from the Water Fund to the Street Fund.

BACKGROUND:

Included within the costs paid by the Street Fund for 2020 Projects is \$861,800.35 of Water Improvements. The Water fund needs to transfer in the funds to cover these costs.

ACTION BE TO CONSIDERED:

Approve the attached resolution transferring \$861,800.35 from the Water Fund to the Street Fund.

BUDGET IMPLICATION:

This will come out of the Water Fund cash balance, but we be partially repaid by homeowners assessment over the next 15 years.

Attachments:

1. Resolution approving Transfer from Water Fund to the Street Fund.

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

RESOLUTION 2020-51

TRANSFER FROM WATER FUND TO STREET FUND

BE IT RESOLVED that the City Council of the City of St. Francis hereby approves the following transfers of funds:

	<u>FROM</u>	<u>TO</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1	Water Fund	Street Fund	2020 Water Improvements	\$861,800.35

1. Included within the Street Construction projects for 2020 were \$861,800.35 of Water Improvements.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7TH DAY OF DECEMBER, 2020.

APPROVED:

Steve Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4K

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: 2020 Street Reconstruction and Watermain Improvement Project - Pay Estimate No. 6
DATE: December 7, 2020

OVERVIEW:

Attached is Pay Estimate No. 6 for the 2020 Street Reconstruction and Watermain Improvement Project. This pay estimate includes payment for all of the work items completed to date. This estimate recommends payment of \$27,025.50. The contract amount is \$2,273,489.79. The payment is summarized by funding source below.

ACTION TO BE CONSIDERED:

Consider approval of Pay Estimate No. 6 for the 2020 Street Reconstruction and Watermain Improvement Project.

BUDGET IMPLICATION:

All the streets on this project are on the City's Municipal State Aid system therefore all the street improvements can be paid for with Municipal State Aid funds. The watermain improvements do not qualify for Municipal State Aid funds and will be paid for by local water funds and assessments. The funds discussed above are available and appropriate for this project. The cost breakdown per funding source for this pay estimate is as follows:

Description	Funding Source		
	Municipal State Aid	Local – Water & Assessments	Total
Recommended Payment	\$27,025.50	\$0	\$27,025.50

ATTACHMENTS:

PAY ESTIMATE NO. 6

**PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project**

December 1, 2020

Honorable Mayor and Council Members
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: 2020 Street Reconstruction and Watermain Improvement Project
Contractor: Kuechle Underground, Inc.
Contract Amount: \$2,273,489.79
Award Date: May 4, 2020
Completion Date: October 23, 2020

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Kuechle Underground, Inc.

Bid Schedule "A" - Butterfield Drive (S.A.P. 235-122-001)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
1	CLEARING	17	TREE	\$175.00	27	\$ 4,725.00
2	GRUBBING	17	TREE	\$100.00	28	\$ 2,800.00
3	REMOVE MANHOLE OR CATCH BASIN	1	EACH	\$250.00	1	\$ 250.00
4	REMOVE CASTING	7	EACH	\$60.00	7	\$ 420.00
5	REMOVE SIGN	1	EACH	\$40.00	1	\$ 40.00
6	SAWING CONCRETE PAVEMENT - FULL DEPTH	103	LIN FT	\$3.00	125	\$ 375.00
7	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	388	LIN FT	\$3.00	428	\$ 1,284.00
8	REMOVE SEWER PIPE (STORM)	30	LIN FT	\$16.00	30	\$ 480.00
9	REMOVE CURB AND GUTTER	339	LIN FT	\$3.00	345	\$ 1,035.00
10	REMOVE CONCRETE DRIVEWAY PAVEMENT	92	SQ YD	\$3.00	209	\$ 627.00
11	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	941	SQ YD	\$3.00	342	\$ 1,026.00
12	REMOVE BITUMINOUS PAVEMENT	4,338	SQ YD	\$3.00	4,338	\$ 13,014.00
13	COMMON EXCAVATION (EV)	3,245	CU YD	\$16.00	2,065	\$ 47,440.00
14	HAUL AND STOCKPILE EXCESS MATERIAL (LV)	3,894	CU YD	\$0.01	3,855	\$ 38.55
15	SUBGRADE PREPARATION	13.9	ROAD STATION	\$200.00	14	\$ 2,800.00
16	MILL BITUMINOUS SURFACE (1.5")	387	SQ YD	\$5.00	419	\$ 2,095.00
17	BITUMINOUS MATERIAL FOR TACK COAT	325	GALLONS	\$3.00	15	\$ 45.00
18	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	280	SQ YD	\$18.00	235	\$ 4,230.00
19	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	608	SQ YD	\$22.00	497	\$ 10,934.00
20	24" PERF PE PIPE DRAIN (SMOOTH)	214	LIN FT	\$145.00	110	\$ 15,950.00
21	12" RC PIPE SEWER DESIGN 3006 CLASS V	60	LIN FT	\$62.00	60	\$ 3,720.00
22	15" RC PIPE SEWER DESIGN 3006 CLASS V	991	LIN FT	\$55.00	991	\$ 54,505.00
23	ADJUST SANITARY SEWER MANHOLE	2	EACH	\$1,000.00	2	\$ 2,000.00
24	CONNECT TO EXISTING STORM SEWER	1	EACH	\$2,000.00	1	\$ 2,000.00
25	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3	EACH	\$1,200.00	3	\$ 3,600.00
26	CASTING ASSEMBLY	20	EACH	\$700.00	18	\$ 12,600.00
27	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	53.3	LIN FT	\$500.00	44.5	\$ 22,250.00
28	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	5.3	LIN FT	\$960.00	9.6	\$ 9,216.00
29	ADJUST FRAME AND RING CASTING	6	EACH	\$800.00	5	\$ 4,000.00
30	6" CONCRETE DRIVEWAY PAVEMENT	93	SQ YD	\$45.00	278	\$ 12,510.00
31	MAIL BOX SUPPORT	14	EACH	\$105.00	16	\$ 1,680.00
32	SIGN PANEL TYPE C	22.3	SQ FT	\$55.00	42.25	\$ 2,323.75
33	DECIDUOUS TREE 2.5" CAL B&B	17	TREE	\$495.00	8	\$ 3,960.00

PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project

Bld Schedule "A" - Butterfield Drive (S.A.P. 235-122-001) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
34	PRUNE TREES	8	HOUR	\$95.00	2	\$ 190.00
35	STORM DRAIN INLET PROTECTION	9	EACH	\$220.00	4	\$ 880.00
38	SILT FENCE; TYPE MS	100	LIN FT	\$2.20		\$ -
37	LOAM TOPSOIL BORROW (LV)	669	CU YD	\$23.00	669	\$ 15,387.00
38	FERTILIZER TYPE 1	440	POUND	\$1.00	173	\$ 173.00
39	SEED MIXTURE 25-131	242	POUND	\$3.20	377	\$ 1,208.40
40	HYDRAULIC BONDED FIBER MATRIX	3,850	POUND	\$1.60	1,688	\$ 2,540.80
41	SEEDING	1.1	ACRE	\$200.00	0.79	\$ 158.00
Total Bld Schedule "A" - Butterfield Drive (S.A.P. 235-122-001)						\$ 284,508.50

Bld Schedule "B" - 225th Lane (S.A.P. 235-140-001)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
42	CLEARING	0.10	ACRE	\$8,000.00		\$ -
43	GRUBBING	0.10	ACRE	\$2,000.00		\$ -
44	CLEARING	20	TREE	\$175.00	22	\$ 3,850.00
45	GRUBBING	20	TREE	\$100.00	22	\$ 2,200.00
46	REMOVE MANHOLE OR CATCH BASIN	5	EACH	\$250.00	5	\$ 1,250.00
47	REMOVE CASTING	18	EACH	\$80.00	20	\$ 1,200.00
48	REMOVE SIGN	1	EACH	\$40.00	1	\$ 40.00
49	SALVAGE SIGN	5	EACH	\$40.00	1	\$ 40.00
50	SAWING CONCRETE PAVEMENT - FULL DEPTH	317	LIN FT	\$3.00	324	\$ 972.00
51	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	670	LIN FT	\$3.00	547	\$ 1,841.00
52	REMOVE SEWER PIPE (STORM)	488	LIN FT	\$16.00	468	\$ 7,488.00
53	REMOVE CURB AND GUTTER	3,950	LIN FT	\$3.00	3,950	\$ 11,850.00
54	REMOVE CONCRETE DRIVEWAY PAVEMENT	581	SQ YD	\$3.00	615	\$ 1,845.00
55	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	975	SQ YD	\$3.00	894	\$ 2,682.00
56	REMOVE BITUMINOUS PAVEMENT	13	SQ YD	\$3.00	13	\$ 39.00
57	COMMON EXCAVATION (EV)	1,022	CU YD	\$16.00	2,591	\$ 41,456.00
58	HAUL AND STOCKPILE EXCESS MATERIAL (LV)	1,226	CU YD	\$0.01	3,368	\$ 33.68
59	SUBGRADE PREPARATION	20.0	ROAD STATION	\$200.00	20.0	\$ 4,000.00
60	AGGREGATE BASE CLASS 5	880	TON	\$0.01		\$ -
61	FULL DEPTH RECLAMATION	7500	SQ YD	\$5.00	7,500	\$ 37,500.00
62	SALVAGED FULL DEPTH RECLAMATION (CV)	1670	CU YD	\$6.00	2,792	\$ 16,752.00
63	MILL BITUMINOUS SURFACE (1.5")	18	SQ YD	\$5.00	18	\$ 90.00
64	BITUMINOUS MATERIAL FOR TACK COAT	560	GALLONS	\$3.00	30	\$ 90.00
65	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	975	SQ YD	\$18.00	558	\$ 10,044.00
66	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B)	704	TON	\$62.00	702	\$ 43,524.00
67	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	940	TON	\$62.00	851.73	\$ 52,807.28
68	16" RC PIPE APRON	2	EACH	\$1,700.00	2	\$ 3,400.00
69	15" RC PIPE CULVERT CLASS V	64	LIN FT	\$51.00	64	\$ 3,264.00
70	12" RC PIPE SEWER DESIGN 3006 CLASS V	42	LIN FT	\$62.00	42	\$ 2,604.00
71	15" RC PIPE SEWER DESIGN 3006 CLASS V	85	LIN FT	\$55.00	85	\$ 4,675.00
72	18" RC PIPE SEWER DESIGN 3006 CLASS V	243	LIN FT	\$56.00	243	\$ 13,808.00
73	21" RC PIPE SEWER DESIGN 3006 CLASS III	72	LIN FT	\$74.00	72	\$ 5,328.00
74	CONNECT TO EXISTING STORM SEWER	1	EACH	\$2,000.00	1	\$ 2,000.00
75	SALVAGE SPRINKLER HEAD	20	EACH	\$50.00	12	\$ 600.00
76	INSTALL SPRINKLER HEAD	20	EACH	\$125.00	12	\$ 1,500.00

PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project

Bid Schedule "B" - 225th Lane (S.A.P. 235-140-001) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
77	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	2	EACH	\$1,200.00	2	\$ 2,400.00
78	CASTING ASSEMBLY	20	EACH	\$700.00	20	\$ 14,000.00
79	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	24.8	LIN FT	\$500.00	24.91	\$ 12,455.00
80	ADJUST FRAME AND RING CASTING	13	EACH	\$800.00	13	\$ 10,400.00
81	6" CONCRETE WALK	99	SQ FT	\$16.00	228	\$ 3,648.00
82	CONCRETE CURB AND GUTTER DESIGN SPECIAL	3,846	LIN FT	\$14.00	3,846	\$ 53,844.00
83	6" CONCRETE DRIVEWAY PAVEMENT	550	SQ YD	\$45.00	671	\$ 30,195.00
84	TRUNCATED DOMES	16	SQ FT	\$20.00	16	\$ 320.00
85	MAIL BOX SUPPORT	41	EACH	\$105.00	44	\$ 4,620.00
86	SIGN PANEL TYPE C	5	SQ FT	\$55.00	10.5	\$ 577.50
87	INSTALL SIGN	5	EACH	\$250.00	5	\$ 1,250.00
88	DECIDUOUS TREE 2.5" CAL B&B	20	TREE	\$495.00	13	\$ 6,435.00
89	STORM DRAIN INLET PROTECTION	5	EACH	\$220.00	3	\$ 880.00
90	SILT FENCE; TYPE MS	100	LIN FT	\$2.20		\$ -
91	LOAM TOPSOIL BORROW (LV)	963	CU YD	\$23.00	963	\$ 22,149.00
92	FERTILIZER TYPE 1	600	POUND	\$1.00	236	\$ 236.00
93	SEED MIXTURE 25-131	330	POUND	\$3.20	514	\$ 1,644.80
94	HYDRAULIC BONDED FIBER MATRIX	5,250	POUND	\$1.60	2,165	\$ 3,464.00
95	SEEDING	1.5	ACRE	\$200.00	1.41	\$ 282.00
Total Bid Schedule "B" - 225th Lane (S.A.P. 235-140-001)						\$ 446,953.24

Bid Schedule "C" - Zea Street (S.A.P. 235-141-001)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
96	CLEARING	6	TREE	\$175.00	6	\$ 1,050.00
97	GRUBBING	6	TREE	\$100.00	6	\$ 600.00
98	REMOVE CASTING	2	EACH	\$60.00	2	\$ 120.00
99	REMOVE SIGN	1	EACH	\$40.00	1	\$ 40.00
100	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	82	LIN FT	\$3.00	85	\$ 255.00
101	REMOVE CURB AND GUTTER	771	LIN FT	\$3.00	771	\$ 2,313.00
102	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	157	SQ YD	\$3.00	141	\$ 423.00
103	COMMON EXCAVATION (EV)	217	CU YD	\$16.00	857	\$ 13,712.00
104	HAUL AND STOCKPILE EXCESS MATERIAL (LV)	260	CU YD	\$0.01	1,114	\$ 11.14
105	SUBGRADE PREPARATION	3.8	ROAD STATION	\$200.00	3.8	\$ 760.00
106	AGGREGATE BASE CLASS 5	100	TON	\$0.01		\$ -
107	FULL DEPTH RECLAMATION	1175	SQ YD	\$5.00	1,175	\$ 5,875.00
108	SALVAGED FULL DEPTH RECLAMATION (CV)	265	CU YD	\$6.00	332	\$ 1,992.00
109	BITUMINOUS MATERIAL FOR TACK COAT	90	GALLONS	\$3.00	10	\$ 30.00
110	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	157	SQ YD	\$18.00	120	\$ 2,160.00
111	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B)	115	TON	\$62.00	114	\$ 7,068.00
112	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	150	TON	\$62.00	150	\$ 9,300.00
113	SALVAGE SPRINKLER HEAD	2	EACH	\$50.00		\$ -
114	INSTALL SPRINKLER HEAD	2	EACH	\$125.00		\$ -
115	CASTING ASSEMBLY	2	EACH	\$700.00	2	\$ 1,400.00
116	ADJUST FRAME AND RING CASTING	2	EACH	\$800.00	2	\$ 1,600.00
117	CONCRETE CURB AND GUTTER DESIGN SPECIAL	773	LIN FT	\$14.00	773	\$ 10,822.00
118	MAIL BOX SUPPORT	5	EACH	\$105.00	7	\$ 735.00

**PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project**

Bid Schedule "C" - Zea Street (S.A.P. 235-141-001) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
119	SIGN PANEL TYPE C	13.0	SQ FT	\$55.00	11	\$ 605.00
120	DECIDUOUS TREE 2.5" CAL B&B	6	TREE	\$495.00	1	\$ 495.00
121	SILT FENCE; TYPE MS	50	LIN FT	\$2.20		\$ -
122	LOAM TOPSOIL BORROW (LV)	183	CU YD	\$23.00	183	\$ 4,209.00
123	FERTILIZER TYPE 1	120	POUND	\$1.00	47	\$ 47.00
124	SEED MIXTURE 25-131	68	POUND	\$3.20	103	\$ 329.60
125	HYDRAULIC BONDED FIBER MATRIX	1,050	POUND	\$1.60	433	\$ 692.80
126	SEEDING	0.3	ACRE	\$200.00	0.28	\$ 68.00
Total Bid Schedule "C" - Zea Street (S.A.P. 235-141-001)						\$ 68,700.54

Bid Schedule "D" - Tulip Street (S.A.P. 235-142-001)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
127	CLEARING	1	TREE	\$175.00	1	\$ 175.00
128	GRUBBING	1	TREE	\$100.00	1	\$ 100.00
129	REMOVE MANHOLE OR CATCH BASIN	1	EACH	\$250.00	1	\$ 250.00
130	REMOVE CASTING	7	EACH	\$60.00	5	\$ 300.00
131	REMOVE SIGN	2	EACH	\$40.00		\$ -
132	SAWING CONCRETE PAVEMENT - FULL DEPTH	21	LIN FT	\$3.00	23	\$ 69.00
133	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	15	LIN FT	\$3.00	14	\$ 42.00
134	REMOVE SEWER PIPE (STORM)	24	LIN FT	\$16.00	18	\$ 288.00
135	REMOVE CURB AND GUTTER	652	LIN FT	\$3.00	652	\$ 1,956.00
136	REMOVE CONCRETE DRIVEWAY PAVEMENT	40	SQ YD	\$3.00	31	\$ 93.00
137	REMOVE CONCETE PAVEMENT	39	SQ YD	\$3.00	38	\$ 114.00
138	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	15	SQ YD	\$3.00	39	\$ 117.00
139	COMMON EXCAVATION (EV)	309	CU YD	\$16.00	342	\$ 5,472.00
140	HAUL AND STOCKPILE EXCESS MATERIAL (LV)	221	CU YD	\$0.01	445	\$ 4.45
141	SUBGRADE PREPARATION	5.0	ROAD STATION	\$200.00	5.0	\$ 1,000.00
142	AGGREGATE BASE CLASS 6	150	TON	\$0.01	150	\$ 1.50
143	FULL DEPTH RECLAMATION	1364	SQ YD	\$5.00	1,364	\$ 6,820.00
144	SALVAGED FULL DEPTH RECLAMATION (CV)	305	CU YD	\$8.00	346	\$ 2,076.00
145	MILL BITUMINOUS SURFACE (1.5")	7	SQ YD	\$5.00		\$ -
146	BITUMINOUS MATERIAL FOR TACK COAT	135	GALLONS	\$3.00	10	\$ 30.00
147	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	18	SQ YD	\$22.00		\$ -
148	TYPE SP 12.6 WEARING COURSE MIXTURE (2;B)	131	TON	\$62.00	130	\$ 8,060.00
149	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	177	TON	\$62.00	150	\$ 9,300.00
150	12" RC PIPE SEWER DESIGN 3008 CLASS V	12	LIN FT	\$62.00	12	\$ 744.00
151	24" RC PIPE SEWER DESIGN 3006 CLASS III	24	LIN FT	\$115.00	18	\$ 2,070.00
152	CONNECT TO EXISTING STORM SEWER	2	EACH	\$2,000.00	2	\$ 4,000.00
153	SALVAGE SPRINKLER HEAD	4	EACH	\$50.00	10	\$ 500.00
154	INSTALL SPRINKLER HEAD	4	EACH	\$125.00	10	\$ 1,250.00
155	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	1	EACH	\$1,200.00	1	\$ 1,200.00
156	CASTING ASSEMBLY	8	EACH	\$700.00	8	\$ 5,600.00
157	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	9.5	LIN FT	\$500.00	8.86	\$ 4,430.00
158	ADJUST FRAME AND RING CASTING	6	EACH	\$800.00	6	\$ 4,800.00
159	CONCRETE CURB AND GUTTER DESIGN SPECIAL	640	LIN FT	\$14.00	640	\$ 8,960.00
160	6" CONCRETE DRIVEWAY PAVEMENT	34	SQ YD	\$46.00	46	\$ 2,070.00

PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project

Bid Schedule "D" - Tulip Street (S.A.P. 235-142-001) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
161	7" CONCRETE DRIVEWAY PAVEMENT	10	SQ YD	\$81.00	8	\$ 648.00
162	MAIL BOX SUPPORT	2	EACH	\$105.00	2	\$ 210.00
163	SIGN PANEL TYPE C	15.3	SQ FT	\$55.00	15	\$ 825.00
164	DECIDUOUS TREE 2.5" CAL B&B	1	TREE	\$495.00		\$ -
165	STORM DRAIN INLET PROTECTION	3	EACH	\$220.00	2	\$ 440.00
166	SILT FENCE; TYPE MS	50	LIN FT	\$2.20		\$ -
167	LOAM TOPSOIL BORROW (LV)	241	CU YD	\$23.00	241	\$ 5,543.00
168	FERTILIZER TYPE 1	160	POUND	\$1.00	63	\$ 63.00
169	SEED MIXTURE 25-131	88	POUND	\$3.20	137	\$ 438.40
170	HYDRAULIC BONDED FIBER MATRIX	1,400	POUND	\$1.60	577	\$ 923.20
171	SEEDING	0.4	ACRE	\$200.00	0.38	\$ 78.00

Total Bid Schedule "D" - Tulip Street (S.A.P. 235-142-001)

\$ 81,058.55

Bid Schedule "E" - 226th Avenue (S.A.P. 235-142-002)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
172	CLEARING	13	TREE	\$175.00	24	\$ 4,200.00
173	GRUBBING	13	TREE	\$100.00	24	\$ 2,400.00
174	REMOVE MANHOLE OR CATCH BASIN	2	EACH	\$250.00	2	\$ 500.00
175	REMOVE CASTING	12	EACH	\$60.00	9	\$ 540.00
176	SALVAGE SIGN	1	EACH	\$40.00	1	\$ 40.00
177	SAWING CONCRETE PAVEMENT - FULL DEPTH	206	LIN FT	\$3.00	214	\$ 642.00
178	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	470	LIN FT	\$3.00	512	\$ 1,536.00
179	REMOVE SEWER PIPE (STORM)	31	LIN FT	\$16.00	31	\$ 496.00
180	REMOVE CURB AND GUTTER	3,294	LIN FT	\$3.00	3,294	\$ 9,882.00
181	REMOVE CONCRETE DRIVEWAY PAVEMENT	424	SQ YD	\$3.00	376	\$ 1,128.00
182	REMOVE CONCETE PAVEMENT	33	SQ YD	\$3.00	33	\$ 99.00
183	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	857	SQ YD	\$3.00	734	\$ 2,202.00
184	REMOVE BITUMINOUS PAVEMENT	120	SQ YD	\$3.00	120	\$ 360.00
185	COMMON EXCAVATION (EV)	889	CU YD	\$16.00	2,219	\$ 35,504.00
186	HAUL AND STOCKPILE EXCESS MATERIAL (LV)	1,067	CU YD	\$0.01	2,885	\$ 28.85
187	SUBGRADE PREPARATION	16.9	ROAD STATION	\$200.00	16.9	\$ 3,380.00
188	AGGREGATE BASE CLASS 5	500	TON	\$0.01	1,136.14	\$ 11.36
189	FULL DEPTH RECLAMATION	5060	SQ YD	\$5.00	5,060	\$ 25,300.00
190	SALVAGED FULL DEPTH RECLAMATION (CV)	1125	CU YD	\$6.00	1,037	\$ 6,222.00
191	MILL BITUMINOUS SURFACE (1.5")	6	SQ YD	\$5.00		\$ -
192	BITUMINOUS MATERIAL FOR TACK COAT	390	GALLONS	\$3.00	25	\$ 75.00
193	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	860	SQ YD	\$18.00	673	\$ 12,114.00
194	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B)	490	TON	\$62.00	488	\$ 30,256.00
195	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	650	TON	\$82.00	595	\$ 36,890.00
196	12" RC PIPE SEWER DESIGN 3006 CLASS V	60	LIN FT	\$62.00	60	\$ 3,720.00
197	15" RC PIPE SEWER DESIGN 3006 CLASS V	280	LIN FT	\$55.00	290	\$ 15,950.00
198	CONNECT TO EXISTING STORM SEWER	1	EACH	\$2,000.00	1	\$ 2,000.00
199	SALVAGE SPRINKLER HEAD	30	EACH	\$50.00	23	\$ 1,150.00
200	INSTALL SPRINKLER HEAD	30	EACH	\$125.00	23	\$ 2,875.00
201	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	2	EACH	\$1,200.00	2	\$ 2,400.00
202	CASTING ASSEMBLY	12	EACH	\$700.00	12	\$ 8,400.00

PAY ESTIMATE #6
CITY OF ST. FRANCIS
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Bld Schedule "E" - 226th Avenue (S.A.P. 235-142-002) (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
203	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	23.4	LIN FT	\$500.00	23.4	\$ 11,700.00
204	ADJUST FRAME AND RING CASTING	6	EACH	\$800.00	6	\$ 4,800.00
205	CONCRETE CURB AND GUTTER DESIGN SPECIAL	3,323	LIN FT	\$14.00	3,415	\$ 47,810.00
206	6" CONCRETE DRIVEWAY PAVEMENT	420	SQ YD	\$45.00	336	\$ 15,120.00
207	MAIL BOX SUPPORT	41	EACH	\$105.00	43	\$ 4,515.00
208	SIGN PANEL TYPE C	16.0	SQ FT	\$55.00	16	\$ 880.00
209	INSTALL SIGN	1	EACH	\$250.00	1	\$ 250.00
210	DECIDUOUS TREE 2.5" CAL B&B	13	TREE	\$495.00	12	\$ 5,940.00
211	STORM DRAIN INLET PROTECTION	6	EACH	\$220.00	3	\$ 660.00
212	SILT FENCE; TYPE MS	50	LIN FT	\$2.20		\$ -
213	LOAM TOPSOIL BORROW (LV)	814	CU YD	\$23.00	720	\$ 16,560.00
214	FERTILIZER TYPE 1	520	POUND	\$1.00	204	\$ 204.00
215	SEED MIXTURE 25-131	286	POUND	\$3.20	445	\$ 1,424.00
216	HYDRAULIC BONDED FIBER MATRIX	4,550	POUND	\$1.60	1,876	\$ 3,001.60
217	SEEDING	1.3	ACRE	\$200.00	1.14	\$ 228.00
Total Bld Schedule "E" - 226th Avenue (S.A.P. 235-142-002)						\$ 323,393.81

Bld Schedule "F" - Local Funding

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
218	CLEARING	0.40	ACRE	\$8,000.00	0.40	\$ 2,400.00
219	GRUBBING	0.40	ACRE	\$2,000.00	0.40	\$ 800.00
220	CLEARING	1	TREE	\$175.00	1	\$ 175.00
221	GRUBBING	1	TREE	\$100.00	1	\$ 100.00
222	REMOVE CASTING	1	EACH	\$60.00	1	\$ 60.00
223	REMOVE HYDRANT	12	EACH	\$285.00	12	\$ 3,420.00
224	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	70	LIN FT	\$3.00	53	\$ 159.00
225	REMOVE WATERMAIN	5993	LIN FT	\$1.00	5,797	\$ 5,797.00
226	REMOVE CURB AND GUTTER	324	LIN FT	\$3.00	357	\$ 1,071.00
227	SALVAGE FENCE	30	LIN FT	\$25.00	30	\$ 750.00
228	REMOVE CONCRETE DRIVEWAY PAVEMENT	44	SQ YD	\$3.00	39	\$ 117.00
229	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	68	SQ YD	\$3.00	100	\$ 300.00
230	COMMON EXCAVATION (EV)	125	CU YD	\$16.00	125	\$ 2,000.00
231	HAUL AND STOCKPILE EXCESS MATERIAL (LV)	150	CU YD	\$0.01	150	\$ 1.50
232	AGGREGATE BASE CLASS 5	50	TON	\$0.01	50	\$ 0.50
233	FULL DEPTH RECLAMATION	1261	SQ YD	\$5.00	1,261	\$ 6,305.00
234	SALVAGED FULL DEPTH RECLAMATION (CV)	280	CU YD	\$6.00	280	\$ 1,680.00
235	BITUMINOUS MATERIAL FOR TACK COAT	65	GALLONS	\$3.00	10	\$ 30.00
236	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 2.5" THICK	19	SQ YD	\$18.00		\$ -
237	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	49	SQ YD	\$22.00	183	\$ 4,028.00
238	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B)	119	TON	\$62.00	118	\$ 7,316.00
239	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	158	TON	\$62.00	120	\$ 7,440.00
240	4" PVC CAP	2	EACH	\$12.00	2	\$ 24.00
241	6" PVC CAP	2	EACH	\$17.00	1	\$ 17.00
242	CONNECT TO EXISTING SANITARY SEWER	4	EACH	\$2,000.00	3	\$ 6,000.00
243	8"X4" PVC WYE SDR 26	2	EACH	\$350.00	1	\$ 350.00
244	8"X6" PVC WYE SDR 26	2	EACH	\$400.00	1	\$ 400.00
245	CLEAN AND VIDEO TAPE PIPE SEWER	1,395	LIN FT	\$1.20		\$ -

PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project

Bid Schedule "F" - Local Funding (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
246	4" PVC SANITARY SERVICE PIPE SDR 26	60	LIN FT	\$24.00	259	\$ 8,216.00
247	6" PVC SANITARY SERVICE PIPE SDR 26	60	LIN FT	\$26.00	72	\$ 1,872.00
248	24" STEEL CASING PIPE (JACKED)	94	LIN FT	\$500.00	94	\$ 47,000.00
249	TEMPORARY WATERMAIN	1	LUMP SUM	\$6,200.00	1	\$ 6,200.00
250	TEMPORARY WATER SERVICE	108	EACH	\$315.00	106	\$ 33,390.00
251	RECONNECT WATER SERVICE	108	EACH	\$460.00	106	\$ 48,760.00
252	CONNECT TO EXISTING WATERMAIN	7	EACH	\$2,100.00	7	\$ 14,700.00
253	HYDRANT	11	EACH	\$4,100.00	12	\$ 49,200.00
254	1" CORPORATION STOP	103	EACH	\$550.00	106	\$ 58,300.00
255	6" GATE VALVE AND BOX	16	EACH	\$1,600.00	16	\$ 25,600.00
256	8" GATE VALVE AND BOX	16	EACH	\$2,100.00	18	\$ 37,800.00
257	1" CURB STOP AND BOX	103	EACH	\$465.00	105	\$ 48,825.00
258	SALVAGE SPRINKLER HEAD	6	EACH	\$50.00		\$ -
259	INSTALL SPRINKLER HEAD	6	EACH	\$125.00		\$ -
260	HYDRANT RISER	11	LIN FT	\$930.00		\$ -
261	1" TYPE PE PIPE	3,043	LIN FT	\$20.00	3,500	\$ 70,000.00
262	6" WATERMAIN DUCTILE IRON CL 52	268	LIN FT	\$50.00	251	\$ 12,550.00
263	8" PVC WATERMAIN	6,458	LIN FT	\$41.00	6,482	\$ 265,782.00
264	4" POLYSTYRENE INSULATION	11	SQ YD	\$23.00	17.80	\$ 409.40
265	DUCTILE IRON FITTINGS	4,596	POUND	\$10.00	3,330	\$ 33,300.00
266	CASTING ASSEMBLY	1	EACH	\$700.00	1	\$ 700.00
267	ADJUST FRAME AND RING CASTING	1	EACH	\$800.00	1	\$ 800.00
268	CASTING ASSEMBLY SPECIAL	17	EACH	\$90.00	15	\$ 1,350.00
269	CONCRETE CURB AND GUTTER DESIGN SPECIAL	388	LIN FT	\$14.00	434	\$ 6,076.00
270	6" CONCRETE DRIVEWAY PAVEMENT	16	SQ YD	\$45.00	13	\$ 585.00
271	7" CONCRETE DRIVEWAY PAVEMENT	15	SQ YD	\$81.00	53	\$ 4,293.00
272	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	570	LIN FT	\$16.00	589	\$ 9,424.00
273	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	60	LIN FT	\$10.00		\$ -
274	IMPACT ATTENUATOR	4	ASSEMBLY	\$1,500.00	4	\$ 6,000.00
275	RELOCATE IMPACT ATTENUATOR	1	ASSEMBLY	\$500.00		\$ -
276	INSTALL FENCE	30	LIN FT	\$25.00	30	\$ 750.00
277	SIGN PANEL TYPE C	4	SQ FT	\$55.00	4	\$ 220.00
278	CONIFEROUS TREE 6' HT B&B	8	TREE	\$415.00	9	\$ 3,735.00
279	DECIDUOUS TREE 2.5" CAL B&B	1	TREE	\$495.00	1	\$ 495.00
280	SILT FENCE; TYPE MS	200	LIN FT	\$2.20		\$ -
281	FERTILIZER TYPE 1	320	POUND	\$1.00	127	\$ 127.00
282	SEED MIXTURE 25-131	176	POUND	\$3.20	274	\$ 878.80
283	MULCH MATERIAL TYPE 1	1.6	TON	\$600.00	0.68	\$ 408.00
284	SEEDING	0.8	ACRE	\$200.00	0.80	\$ 160.00
Total Bid Schedule "F" - Local Funding						\$ 846,823.20

**PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project**

Bid Schedule "G" - Miscellaneous Construction

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
285	MOBILIZATION	1	LUMP SUM	\$40,000.00	1	\$ 40,000.00
286	DEWATERING	1	LUMP SUM	\$0.01	1	\$ 0.01
287	TRAFFIC CONTROL SUPERVISOR	1	LUMP SUM	\$1,500.00	1	\$ 1,500.00
288	TRAFFIC CONTROL	1	LUMP SUM	\$4,500.00	1	\$ 4,500.00
289	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$400.00	1	\$ 400.00
290	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$500.00	0.75	\$ 375.00
Total Bid Schedule "G" - Miscellaneous Construction						\$ 46,775.01

Alternate Bid No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
291	AGGREGATE BASE CLASS 5	2,200	TON	\$16.00	2,318.00	\$ 37,088.00
292	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B)	363	TON	\$62.00	362	\$ 22,444.00
293	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	450	TON	\$62.00	466.78	\$ 28,940.36
294	5" CONCRETE WALK	8,000	SQ FT	\$8.20	5,725	\$ 35,495.00
295	CONCRETE CURB AND GUTTER DESIGN SPECIAL	2,744	LIN FT	\$14.00	2,833	\$ 39,662.00
296	TRUNCATED DOMES	20	SQ FT	\$50.00	20	\$ 1,000.00
Total Alternate Bid No. 1						\$ 164,629.36

Change Order No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	USED TO DATE	EXTENSION
297	GEOTEXTILE TYPE 5	12,000	SQ YD	\$2.37	8,589.00	\$ 20,355.93

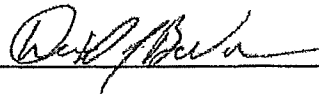
Total Bid Schedule "A" - Butterfield Drive (S.A.P. 235-122-001)	\$ 264,508.50
Total Bid Schedule "B" - 225th Lane (S.A.P. 235-140-001)	\$ 446,953.24
Total Bid Schedule "C" - Zea Street (S.A.P. 235-141-001)	\$ 68,700.54
Total Bid Schedule "D" - Tulip Street (S.A.P. 235-142-001)	\$ 81,058.55
Total Bid Schedule "E" - 226th Avenue (S.A.P. 235-142-002)	\$ 323,393.81
Total Bid Schedule "F" - Local Funding	\$ 846,623.20
Total Bid Schedule "G" - Miscellaneous Construction	\$ 46,775.01
Total Alternate Bid No. 1	\$ 164,629.36
Change Order No. 1	\$ 20,355.93
Total Work Completed to Date	\$ 2,260,998.14
Less 5% Retainage	\$ 113,049.91
Less Pay Estimate #1	\$ 430,315.13
Less Pay Estimate #2	\$ 325,584.87
Less Pay Estimate #3	\$ 726,743.81
Less Pay Estimate #4	\$ 313,130.02
Less Pay Estimate #5	\$ 325,148.90
WE RECOMMEND PAYMENT OF:	\$ 27,025.50

PAY ESTIMATE #6
CITY OF ST. FRANCIS
2020 Street Reconstruction and Watermain Improvement Project

APPROVALS:

CONTRACTOR: KUECHLE UNDERGROUND, INC.

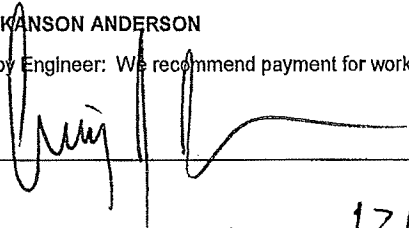
Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: 

Title: project manager Date 03 December, 2020

ENGINEER: HAKANSON ANDERSON

Certification by Engineer: We recommend payment for work and quantities as shown.

Signed: 

Title: City Engineer Date 12/2/2020

OWNER: CITY OF ST. FRANCIS

Signed: _____

Title: _____ Date _____



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4 L

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 12/03/2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$257,754.12 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments - None
Direct Transfer from Previous Month - None
Manual Checks- \$12,362.68

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:

- 12-07-2020 Packet List
- 12-07-2020 Other Checks

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Claim Type						
Claim#	8652	ACE SOLID WASTE, INC.				
Cash Payment	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE			\$66.84
Invoice	6444061					
Cash Payment	E 101-42210-384	Refuse/Garbage Disposal	GARBAGE			\$69.91
Invoice	6444061					
Cash Payment	E 609-49750-384	Refuse/Garbage Disposal	GARBAGE			\$223.08
Invoice	6444061					
Cash Payment	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE			\$80.92
Invoice	6444061					
Cash Payment	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE			\$80.92
Invoice	6444061					
Cash Payment	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE			\$0.00
Invoice	6444061					
Cash Payment	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE			\$27.92
Invoice	6444061					
Cash Payment	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE			\$27.92
Invoice	6444061					
Cash Payment	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE			\$27.92
Invoice	6444061					
Cash Payment	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE			\$27.92
Invoice	6444061					
Cash Payment	E 101-42110-384	Refuse/Garbage Disposal	GARBAGE			\$111.68
Invoice	6444061					
Cash Payment	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE			\$64.92
Invoice	6444061					
Cash Payment	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE			\$64.92
Invoice	6444061					
Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$874.87
Claim Type						
Claim#	8496	ADVANCED GRAPHIX INC				
Cash Payment	E 101-42110-237	Small Equipment	REFLECTIVE MAGNETIC STEALTH BADGES			\$80.00
Invoice	205499					
Transaction Date	11/17/2020	Due 12/17/2020	CASH	10100	Total	\$80.00
Claim Type						
Claim#	8633	ADVANTAGE TAPE				
Cash Payment	E 609-49750-340	Advertising	ADVERTISING			\$390.00
Invoice	696Z					
Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total	\$390.00
Claim Type						
Claim#	8581	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-321	Telephone	BROADBAND			\$37.51
Invoice	B201117P					
Cash Payment	E 101-42210-321	Telephone	BROADBAND			\$37.51
Invoice	B201117P					
Cash Payment	E 101-43100-321	Telephone	BROADBAND			\$37.51
Invoice	B201117P					
Cash Payment	E 101-45200-321	Telephone	BROADBAND			\$37.51
Invoice	B201117P					
Cash Payment	E 601-49440-321	Telephone	BROADBAND			\$37.51
Invoice	B201117P					

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Cash Payment	E 602-49490-321 Telephone	BROADBAND				\$37.45
	Invoice B201117P					
Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$225.00
Claim Type						
Claim#	8547	ARTISAN BEER COMPANY				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$255.25
	Invoice 3447515					
Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$255.25
Claim Type						
Claim#	8680	ASPEN MILLS				
Cash Payment	E 101-42110-448 Reserve Officers	UNIFORMS -RESERVE OFFICERS				\$62.30
	Invoice 265190					
Cash Payment	E 101-42110-437 Uniform Allowance	UNIFORMS - HADLER				\$987.75
	Invoice 265210					
Transaction Date	12/3/2020	Due 1/2/2021	CASH	10100	Total	\$1,050.05
Claim Type						
Claim#	8548	BELLBOY CORPORATION				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$23.25
	Invoice 0086811000					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$5.17
	Invoice 0102329600					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,752.15
	Invoice 0086811000					
Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES				\$229.62
	Invoice 0102329600					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.				\$21.00
	Invoice 0102329600					
Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$2,031.19
Claim Type						
Claim#	8653	BENJAMIN, DOUGLAS				
Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT#1989				\$374.20
	Invoice .1220					
Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$374.20
Claim Type						
Claim#	8654	BENSON, WESLEY & STACY				
Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #4387				\$128.29
	Invoice .1220					
Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$128.29
Claim Type						
Claim#	8550	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$530.95
	Invoice 1519113					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$186.60
	Invoice 155372					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$100.85
	Invoice 155372					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$50.20
	Invoice 1519113					
Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$868.60

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Claim TypeClaim# 8551 *BREAKTHRU BEVERAGE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$18.15
Invoice	1081205414		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$278.40
Invoice	1081205415		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$292.45
Invoice	1081205414		

Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$232.00
Invoice	1081205414		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.	\$88.40
Invoice	1081205414		

Cash Payment	E 609-49751-255 N/A Products	N/A	\$36.00
Invoice	1081205414		

Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$945.40
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Claim TypeClaim# 8640 *CARLOS CREEK WINERY*

Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$954.00
Invoice	20243		

Transaction Date	12/1/2020	Due 12/31/2020	CASH	10100	Total	\$954.00
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Claim TypeClaim# 8553 *CINTAS*

Cash Payment	E 609-49750-219 Rug Maintenance	RUG MAINTENANCE	\$11.26
Invoice	4067105117		

Cash Payment	E 101-41940-219 Rug Maintenance	RUG MAINTENANCE	\$16.16
Invoice	4068452560		

Cash Payment	E 101-43100-402 Janitorial Service	RUG MAINTENANCE	\$48.08
Invoice	4067802180		

Cash Payment	E 609-49750-219 Rug Maintenance	RUG MAINTENANCE	\$11.26
Invoice	4068452520		

Cash Payment	E 601-49440-402 Janitorial Service	RUG MAINTENANCE	\$23.04
Invoice	4067105105		

Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS	\$4.66
Invoice	4067802194		

Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS	\$4.65
Invoice	4067802194		

Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$119.11
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Claim TypeClaim# 8616 *CITY EMPLOYEES UNION, LOCAL*

Cash Payment	G 101-21707 Union Dues	DECEMBER 2020	\$47.00
Invoice	.1220		

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$47.00
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Claim TypeClaim# 8621 *COMPASS MINERALS AMERICA, IN*

Cash Payment	G 101-14100 Inventory of Material/Supply	SALT	\$7,748.80
Invoice	709704		

Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total	\$7,748.80
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Claim TypeClaim# 8607 *CORPORATE CONNECTION*

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Cash Payment	E 101-41400-437 Uniform Allowance	UNIFORMS				\$317.54
	Invoice 56391					
Cash Payment	E 101-41500-441 Miscellaneous	UNIFORMS				\$278.84
	Invoice 56391					
Cash Payment	E 101-42400-417 Uniform Clothing & PPE	UNIFORMS				\$163.92
	Invoice 56391					
Cash Payment	E 101-41910-437 Uniform Allowance	UNIFORMS				\$281.90
	Invoice 56391					
Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$1,042.20

Claim Type

Claim# 8554 CRYSTAL SPRINGS ICE

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.				\$199.26
	Invoice 1001609					

Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$199.26
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Claim Type

Claim# 8644 DAHLHEIMER D/ST. CO. INC.

Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$39.20
	Invoice 1322746					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$11,809.20
	Invoice 1322741					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$9,055.35
	Invoice 444-04384					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$27.95
	Invoice 444-04384					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$55.90
	Invoice 1322741					

Transaction Date	12/1/2020	Due 12/31/2020	CASH	10100	Total	\$20,909.20
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Claim Type

Claim# 8603 ELECTRO WATCHMAN, INC.

Cash Payment	E 101-43100-401 Repairs/Maint Buildings	SOFTWARE UPGRADE				\$272.85
	Invoice 358309					
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	SOFTWARE UPGRADE				\$272.85
	Invoice 358309					
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	SOFTWARE UPGRADE				\$272.85
	Invoice 358309					
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	SOFTWARE UPGRADE				\$272.85
	Invoice 358309					
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	SOFTWARE UPGRADE				\$272.85
	Invoice 358309					

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$1,364.25
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Claim Type

Claim# 8620 EMERGENCY APARATUS MAINTENANCE

Cash Payment	E 101-42210-221 Vehicle Repair & Maintenance	SERVICE				\$578.68
	Invoice 115051					

Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total	\$578.68
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Claim Type

Claim# 8656 EMERY, ANTHONY & SHAUNA

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #4799				\$167.88
	Invoice 1220					

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$167.88
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Claim TypeClaim# 8622 *EVERGREEN RECYCLING LLC*

Cash Payment	E 101-43210-439 Recycling Days	RECYCLING			\$300.00
	Invoice 2552				

Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total	\$300.00
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Claim TypeClaim# 8600 *EXTREME ASPHALT*

Cash Payment	E 601-49440-229 Project Repair & Maintena	TRAIL PATCH FOR WATER MAIN REPAIR			\$625.00
	Invoice 1303				

Cash Payment	E 602-49490-229 Project Repair & Maintena	TRAIL PATCH FOR WATER MAIN REPAIR			\$625.00
	Invoice 1303				

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$1,250.00
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Claim TypeClaim# 8618 *FERGUSON WATERWORKS*

Cash Payment	E 601-49440-259 Water Meters	PARTS			\$3,229.24
	Invoice WL005130				

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$3,229.24
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Claim TypeClaim# 8556 *FLAHERTYS HAPPY TYME CO*

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.			\$171.00
	Invoice 37339				

Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$171.00
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Claim TypeClaim# 8683 *GOPHER STATE ONE-CALL*

Cash Payment	E 602-49490-442 Gopher State	NOVEMBER 2020			\$28.35
	Invoice 0110764				

Cash Payment	E 601-49440-442 Gopher State	NOVEMBER 2020			\$28.35
	Invoice 0110764				

Transaction Date	12/3/2020	Due 1/2/2021	CASH	10100	Total	\$56.70
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Claim TypeClaim# 8557 *GRANITE CITY JOBBING CO.*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$4.25
	Invoice 208197				

Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO			-\$271.95
	Invoice 208906				

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$4.25
	Invoice 20859				

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.			\$103.60
	Invoice 208197				

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.			\$89.04
	Invoice 20859				

Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO			\$2,070.06
	Invoice 20859				

Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO			\$2,664.21
	Invoice 208197				

Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$4,663.46
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Claim TypeClaim# 8595 *HAKANSON ANDERSON ASSOC., I*

Cash Payment	E 101-42400-303 Engineering Fees	BUILDING PERMIT REVIEWS			\$1,272.20
	Invoice 44989				

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Cash Payment	E 601-49440-303 Engineering Fees	UTILITY PERMIT REVIEWS	\$874.00
Invoice	44990		
Cash Payment	E 603-49490-303 Engineering Fees	MS4 PERMIT	\$861.75
Invoice	44986		
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET REHABILITATION PROJECT	\$11,742.44
Invoice	44985		
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET RECONSTRUCTION AND WATERMAIN IMPROVEMENTS	\$83,514.10
Invoice	44984		
Cash Payment	E 603-49490-303 Engineering Fees	KINGS HIGHWAY AND RIVERBANK LANE	\$217.00
Invoice	44983		
Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	TURTLE PONDS 5TH ADDITION	\$220.00
Invoice	44981		
Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	TURTLE PONDS 4TH ADDITION	\$264.00
Invoice	44980		
Cash Payment	G 803-22048 Esc-Sarah s Estates	RIVERS EDGE 3RD ADDN	\$13,552.65
Invoice	44979		
Cash Payment	G 803-22171 Buzick Environmental	MISC SITE PLAN REVIEWS FOR CITY	\$103.95
Invoice	44977		
Cash Payment	E 101-43100-303 Engineering Fees	RUM RIVER BLUFFS 2ND ADDITION	\$154.50
Invoice	44976		
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 4TH ADDITION	\$4,654.90
Invoice	44982		
Cash Payment	G 803-22048 Esc-Sarah s Estates	RIVERS EDGE	\$103.00
Invoice	44978		
Cash Payment	G 803-22173 SEH-Anoka County Wetlands	MISC SITE PLAN REVIEWS FOR CITY	\$178.00
Invoice	44977		
Cash Payment	G 803-22145 ESC-School-SITE PLAN	MISC SITE PLAN REVIEWS FOR CITY	\$206.00
Invoice	44977		
Cash Payment	G 803-22145 ESC-School-SITE PLAN	MISC SITE PLAN REVIEWS FOR CITY	\$89.00
Invoice	44977		
Cash Payment	G 803-22172 NACRE-LAND SPLIT (LAMINA	MISC SITE PLAN REVIEWS FOR CITY	\$89.00
Invoice	44977		
Cash Payment	E 101-41910-303 Engineering Fees	ROUTINE SERVICES	\$89.13
Invoice	44987		
Cash Payment	E 101-43100-303 Engineering Fees	ROUTINE SERVICES	\$89.13
Invoice	44987		
Cash Payment	E 101-45200-303 Engineering Fees	ROUTINE SERVICES	\$89.18
Invoice	44987		
Cash Payment	E 601-49440-303 Engineering Fees	ROUTINE SERVICES	\$89.18
Invoice	44987		
Cash Payment	E 602-49490-303 Engineering Fees	ROUTINE SERVICES	\$89.18
Invoice	44987		
Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE SERVICES	\$89.20
Invoice	44987		
Cash Payment	E 101-41910-303 Engineering Fees	ROUTINE SERVICES	\$266.56
Invoice	44988		
Cash Payment	E 101-43100-303 Engineering Fees	ROUTINE SERVICES	\$266.56
Invoice	44988		
Cash Payment	E 101-45200-303 Engineering Fees	ROUTINE SERVICES	\$266.72
Invoice	44988		
Cash Payment	E 601-49440-303 Engineering Fees	ROUTINE SERVICES	\$266.72
Invoice	44988		

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Cash Payment	E 602-49490-303 Engineering Fees	ROUTINE SERVICES	\$266.72
Invoice	44988		

Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE SERVICES	\$266.72
Invoice	44988		

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$120,231.49
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Claim Type

Claim# 8604 HAWKINS, INC.

Cash Payment	E 602-49490-216 Chemicals and Chem Prod	FERRIC CHLORIDE	\$4,338.24
Invoice	4828789		

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$4,338.24
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Claim Type

Claim# 8605 HOISINGTON KOEGLER GROUP, I

Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING	\$1,871.25
Invoice	018-041-26		

Cash Payment	E 101-43100-311 Contract	SIWEK PARK	\$1,020.00
Invoice	018-041-26		

Cash Payment	E 101-41910-307 Comp Plan/Wetland Fees	COMPREHENSIVE PLAN	\$8,927.50
Invoice	018-041-26		

Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	ESC-SCHULTE SUBDIVISION	\$225.00
Invoice	018-041-26		

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$12,043.75
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Claim Type

Claim# 8657 HULL, CHERYL

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #6032	\$326.61
Invoice	.1220		

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$326.61
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Claim Type

Claim# 8658 INNOVATIVE OFFICE SOLUTIONS,

Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES	\$285.21
Invoice	IN3172788		

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$285.21
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Claim Type

Claim# 8599 ISD #15

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2020 DODGE DURANGO	\$374.01
Invoice	4947		

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2019 DODGE CHARGER PURSUIT	\$44.03
Invoice	4952		

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total	\$418.04
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Claim Type

Claim# 8655 JACOBSEN, DAVID

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #4342	\$49.50
Invoice	.1220		

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$49.50
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Claim Type

Claim# 8659 JEROME, ALICIA

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #4361	\$88.17
Invoice	.1220		

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$88.17
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Claim Type

Claim#	8560	JOHNSON BROS WHLSE LIQUOR				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$9.42
Invoice	1684266					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$6.28
Invoice	1680969					
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$105.00
Invoice	1684269					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$40.82
Invoice	1680968					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$69.08
Invoice	1684267					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$15.70
Invoice	1692052					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$2,261.04
Invoice	1680968					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$197.52
Invoice	1680969					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$384.26
Invoice	1684266					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$3,355.98
Invoice	1684267					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$1,800.00
Invoice	1692052					
Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$8,245.10

Claim Type

Claim#	8648	JOSHUA/MARKUM BUILDERS				
Cash Payment	G 803-22000	Deposits	PARTIAL ESCROW REF- 4119 228TH			\$750.00
Invoice	.1220					
Cash Payment	G 601-22200	Deferred Revenues	REFUND ACCT #6018			\$103.21
Invoice						
Transaction Date	12/1/2020	Due 12/31/2020	CASH	10100	Total	\$853.21

Claim Type

Claim#	8661	KAMMERUD, ASHLEE				
Cash Payment	G 601-22200	Deferred Revenues	REFUND ACCT #5809			\$84.06
Invoice	.1220					
Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$84.06

Claim Type

Claim#	8662	KIESLERS POLICE SUPPLY				
Cash Payment	E 208-42110-210	Operating Supplies	SUPPLIES			\$661.00
Invoice	IN151910					
Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$661.00

Claim Type

Claim#	8629	KIMS KLEANING				
Cash Payment	E 101-42210-402	Janitorial Service	FIRE DEPT			\$75.00
Invoice	7118					
Cash Payment	E 601-49440-402	Janitorial Service	WATER TREATMENT PLAN			\$200.00
Invoice	7115					
Cash Payment	E 101-42110-402	Janitorial Service	POLICE DEPARTMENT			\$900.00
Invoice	7116					

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Cash Payment	E 101-45000-402 Janitorial Service	COMMUNITY CENTER			\$60.00
Invoice	7113				
Cash Payment	E 101-41940-402 Janitorial Service	CITY HALL			\$180.00
Invoice	7112				
Cash Payment	E 602-49490-402 Janitorial Service	WASTE WATER PLANT			\$275.00
Invoice	7117				
Cash Payment	E 101-43100-402 Janitorial Service	CLEANING			\$225.00
Invoice	7114				
Cash Payment	E 101-45200-402 Janitorial Service	CLEANING			\$225.00
Invoice	7114				
Cash Payment	E 601-49440-402 Janitorial Service	CLEANING			\$225.00
Invoice	7114				
Cash Payment	E 602-49490-402 Janitorial Service	CLEANING			\$225.00
Invoice	7114				
Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total \$2,590.00

Claim TypeClaim# 8630 *KNIGHTS OF COLUMBUS*

Cash Payment	E 101-43210-439 Recycling Days	RECYCLING			\$640.00
Invoice	202002				

Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total \$640.00
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Claim TypeClaim# 8617 *LAW ENFORCEMENT LABOR SVC*

Cash Payment	G 101-21707 Union Dues	DECEMBER 2020			\$496.00
Invoice	.1220				

Cash Payment	G 101-21707 Union Dues	DECEMBER 2020			\$62.00
Invoice	.1220				

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total \$558.00
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Claim TypeClaim# 8663 *LEPAGE & SONS*

Cash Payment	E 101-43210-439 Recycling Days	CLEAN UP DAYS			\$720.00
Invoice	121461				

Cash Payment	E 101-43100-441 Miscellaneous	APPLIANCES RECYCLING			\$157.84
Invoice	121832				

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total \$877.84
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Claim TypeClaim# 8606 *LUBE-TECH*

Cash Payment	E 602-49490-228 Equipment Maintenance	SUPPLIES			\$452.96
Invoice	1747327				

Transaction Date	11/24/2020	Due 12/24/2020	CASH	10100	Total \$452.96
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Claim TypeClaim# 8563 *MCDONALD DIST CO.*

Cash Payment	E 609-49751-252 Beer For Resale	BEER			\$6,532.00
Invoice	558526				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			-\$1,956.00
Invoice	558632				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			\$3,262.75
Invoice	559984				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			-\$273.20
Invoice	560001				

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Cash Payment	E 609-49751-255 N/A Products	N/A				\$24.25
	Invoice 558526					

Transaction Date	11/18/2020	Due 12/18/2020	CASH	10100	Total	\$7,589.80
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Claim Type

Claim# 8665 MCKESSON MEDICAL

Cash Payment	E 101-42110-237 Small Equipment	MEDICAL SUPPLIES				\$116.18
	Invoice 17086308					

Cash Payment	E 101-42110-237 Small Equipment	MEDICAL SUPPLIES				\$40.19
	Invoice 17086516					

Cash Payment	E 101-42110-237 Small Equipment	MEDICAL SUPPLIES				\$99.54
	Invoice 17088410					

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$255.91
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Claim Type

Claim# 8685 METRO SALES, INC.

Cash Payment	E 101-42110-200 Office Supplies	WASTE TONER				\$47.00
	Invoice INV1709118					

Cash Payment	E 101-41400-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 101-42400-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 101-42110-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 101-43100-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 101-45200-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 601-49440-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 602-49490-200 Office Supplies	COPIES				\$8.56
	Invoice INV1702773					

Cash Payment	E 609-49750-200 Office Supplies	COPIES				\$8.55
	Invoice INV1702773					

Cash Payment	E 101-41400-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 101-42400-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 101-42110-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 101-43100-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 101-45200-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 601-49440-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 602-49490-200 Office Supplies	COPIES				\$81.72
	Invoice INV1706226					

Cash Payment	E 609-49750-200 Office Supplies	COPIES				\$81.71
	Invoice INV1706226					

Transaction Date	12/3/2020	Due 1/2/2021	CASH	10100	Total	\$769.22
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Claim Type

Claim# 8686 MN CHIEFS OF POLICE ASSN.

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Cash Payment E 101-42110-433 Dues and Subscriptions MEMBERSHIP RENEWAL \$305.00
Invoice 11375

Transaction Date 12/3/2020 Due 1/2/2021 CASH 10100 **Total** \$305.00

Claim Type

Claim# 8687 MN DEPT OF HEALTH

Cash Payment E 601-49440-434 Permit Fees 4TH QTR COMMUNITY WATER SUPPLY SERVICE CONNECTION FEE \$4,242.00

Invoice .1220

Transaction Date 12/3/2020 Due 1/2/2021 CASH 10100 **Total** \$4,242.00

Claim Type

Claim# 8636 MN NCPERS LIFE INSURANCE

Cash Payment G 101-21713 MN Life INSURANCE \$96.00

Invoice 733400122020

Transaction Date 12/1/2020 Due 12/31/2020 CASH 10100 **Total** \$96.00

Claim Type

Claim# 8497 MN SHERIFFS ASSOCIATION

Cash Payment E 101-42110-200 Office Supplies PERMITS TO ACQUIRE \$60.00

Invoice 2214300

Transaction Date 11/17/2020 Due 12/17/2020 CASH 10100 **Total** \$60.00

Claim Type

Claim# 8668 MORRELL, DONALD

Cash Payment G 601-22200 Deferred Revenues REFUND ACCT# 6005 \$95.32

Invoice .1220

Transaction Date 12/2/2020 Due 1/1/2021 CASH 10100 **Total** \$95.32

Claim Type

Claim# 8575 NORTHLAND OCCUPATIONAL HEA

Cash Payment E 101-43100-441 Miscellaneous TESTING \$156.25

Invoice 8623

Cash Payment E 101-45200-441 Miscellaneous TESTING \$156.25

Invoice 8623

Cash Payment E 601-49440-441 Miscellaneous TESTING \$156.25

Invoice 8623

Cash Payment E 602-49490-441 Miscellaneous TESTING \$156.25

Invoice 8623

Transaction Date 11/19/2020 Due 12/19/2020 CASH 10100 **Total** \$625.00

Claim Type

Claim# 8669 PANZER, JACOB

Cash Payment G 601-22200 Deferred Revenues REFUND ACCT# 5645 \$93.65

Invoice .1220

Transaction Date 12/2/2020 Due 1/1/2021 CASH 10100 **Total** \$93.65

Claim Type

Claim# 8564 PAUSTIS WINE COMPANY

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$11.25

Invoice 107392

Cash Payment E 609-49751-253 Wine For Resale WINE \$1,011.40

Invoice 107392

Transaction Date 11/18/2020 Due 12/18/2020 CASH 10100 **Total** \$1,022.65

Claim Type

Claim# 8670 PENTICOFF, SARA

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Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #1872		\$146.60
Invoice	.1220			

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$146.60
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Claim Type

Claim# 8569 PEPSI COLA

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.		\$409.50
Invoice	3247906			

Transaction Date	11/19/2020	Due 12/19/2020	CASH	10100	Total	\$409.50
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Claim Type

Claim# 8499 PERA

Cash Payment	G 101-21704 PERA	CITY CONTRIBUTIONS - 21 FIREFIGHTERS		\$10,500.00
Invoice	.1220			

Transaction Date	11/17/2020	Due 12/17/2020	CASH	10100	Total	\$10,500.00
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Claim Type

Claim# 8671 PETERSON, NICOLE

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #1768		\$309.07
Invoice	.1220			

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$309.07
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Claim Type

Claim# 8566 PHILLIPS WINE & SPIRITS CO.

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT		\$15.70
Invoice	6122224			

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT		\$23.70
Invoice	6122223			

Cash Payment	E 609-49751-253 Wine For Resale	WINE		\$656.00
Invoice	6122224			

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR		\$1,391.00
Invoice	6122223			

Transaction Date	11/19/2020	Due 12/19/2020	CASH	10100	Total	\$2,086.40
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Claim Type

Claim# 8639 RITEWAY BUSINESS FORMS

Cash Payment	E 101-41400-200 Office Supplies	SUPPLIES		\$104.07
Invoice	20-85245			

Cash Payment	E 601-49440-200 Office Supplies	SUPPLIES		\$104.07
Invoice	20-85245			

Cash Payment	E 602-49490-200 Office Supplies	SUPPLIES		\$104.07
Invoice	20-85245			

Cash Payment	E 609-49750-200 Office Supplies	SUPPLIES		\$104.07
Invoice	20-85245			

Transaction Date	12/1/2020	Due 12/31/2020	CASH	10100	Total	\$416.28
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Claim Type

Claim# 8682 SKOGQUIST, ERIK

Cash Payment	E 101-41550-311 Contract	2020 4TH QUARTER ASSESSING SERVICES		\$4,589.40
Invoice	.1220			

Transaction Date	12/3/2020	Due 1/2/2021	CASH	10100	Total	\$4,589.40
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Claim Type

Claim# 8651 SOUTHERN GLAZERS OF MN

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT		\$10.35
Invoice	2021421			

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Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$7.68
	Invoice 2016685					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$29.44
	Invoice 2016684					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,162.91
	Invoice 2021421					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$260.00
	Invoice 2016685					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,588.02
	Invoice 2016684					
Transaction Date	12/1/2020	Due 12/31/2020	CASH	10100	Total	\$4,058.40

Claim Type

Claim# 8638 ST. FRANCIS AREA SCHOOLS

Cash Payment	E 101-41400-441 Miscellaneous	PRINT JOB: WINTER NEWSLETTER, VOL 5, #4				\$144.00
	Invoice 107162					

Transaction Date	12/1/2020	Due 12/31/2020	CASH	10100	Total	\$144.00
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Claim Type

Claim# 8574 ST. FRANCIS COLLISION & GLASS

Cash Payment	E 101-43100-221 Vehicle Repair & Maintena	2017 DODGE RAM 250				\$2,715.10
	Invoice 11240					
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2020 DODGE DURANGO PURSUIT				\$476.51
	Invoice 11550					

Transaction Date	11/19/2020	Due 12/19/2020	CASH	10100	Total	\$3,191.61
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Claim Type

Claim# 8672 STAPHER, SHONDRA

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #5093				\$200.65
	Invoice 1220					

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$200.65
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Claim Type

Claim# 8673 STERICYCLE, INC

Cash Payment	E 101-43210-439 Recycling Days	PAPER SHREDDING				\$1,550.90
	Invoice 8180927367					

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$1,550.90
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Claim Type

Claim# 8688 STRATEGIC INSIGHTS

Cash Payment	E 101-43100-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					
Cash Payment	E 101-45200-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					
Cash Payment	E 101-42110-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					
Cash Payment	E 101-42210-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					
Cash Payment	E 101-42400-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					
Cash Payment	E 601-49440-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					
Cash Payment	E 602-49490-310 Computer Consulting Fees PLAN-IT					\$328.12
	Invoice 209					

CITY OF ST FRANCIS

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*Claim Register©

AP 12-07-2020

December 2020

Cash Payment	E 609-49750-310 Computer Consulting Fees PLAN-IT	\$328.16
Invoice	209	

Transaction Date	12/3/2020	Due 1/2/2021	CASH	10100	Total	\$2,625.00
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Claim TypeClaim# 8679 *STREICHER S*

Cash Payment	E 402-42110-555 Weapons	FIREARMS	\$650.00
Invoice	I1466789		

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$650.00
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Claim TypeClaim# 8500 *SUN LIFE FINANCIAL*

Cash Payment	E 101-41400-130 Employer Paid Insurance	DECEMBER INSURANCE	\$286.39
Invoice	.1220		

Cash Payment	E 101-41500-130 Employer Paid Insurance	DECEMBER INSURANCE	\$149.75
Invoice	.1220		

Cash Payment	E 101-41910-130 Employer Paid Insurance	DECEMBER INSURANCE	\$81.67
Invoice	.1220		

Cash Payment	E 101-42110-130 Employer Paid Insurance	DECEMBER INSURANCE	\$906.44
Invoice	.1220		

Cash Payment	E 101-42210-130 Employer Paid Insurance	DECEMBER INSURANCE	\$74.21
Invoice	.1220		

Cash Payment	E 101-42400-130 Employer Paid Insurance	DECEMBER INSURANCE	\$75.20
Invoice	.1220		

Cash Payment	E 101-43100-130 Employer Paid Insurance	DECEMBER INSURANCE	\$177.27
Invoice	.1220		

Cash Payment	E 101-43210-130 Employer Paid Insurance	DECEMBER INSURANCE	\$39.39
Invoice	.1220		

Cash Payment	E 101-45200-130 Employer Paid Insurance	DECEMBER INSURANCE	\$177.27
Invoice	.1220		

Cash Payment	E 601-49440-130 Employer Paid Insurance	DECEMBER INSURANCE	\$129.78
Invoice	.1220		

Cash Payment	E 602-49490-130 Employer Paid Insurance	DECEMBER INSURANCE	\$129.78
Invoice	.1220		

Cash Payment	E 609-49750-130 Employer Paid Insurance	DECEMBER INSURANCE	\$140.93
Invoice	.1220		

Transaction Date	11/17/2020	Due 12/17/2020	CASH	10100	Total	\$2,368.08
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Claim TypeClaim# 8674 *SWEERE, NICK*

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #4893	\$162.26
Invoice	.1220		

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$162.26
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Claim TypeClaim# 8567 *THE AMERICAN BOTTLING COMPA*

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.	\$317.21
Invoice	3562318304		

Transaction Date	11/19/2020	Due 12/19/2020	CASH	10100	Total	\$317.21
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Claim TypeClaim# 8631 *TJ ASSOCIATES*

Cash Payment	E 101-42110-200 Office Supplies	BUSINESS CARDS - KODY HADLER	\$40.95
Invoice	234868		

Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total	\$40.95
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CITY OF ST FRANCIS

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*Claim Register©

AP 12-07-2020

December 2020

Claim Type

Claim# 8675 TRUCHINSKI, CRYSTAL

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #3336			\$141.58
	Invoice .1220				

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$141.58
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Claim Type

Claim# 8568 VINOCOPIA, INC.

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$10.00
	Invoice 0267862-IN				

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			\$98.00
	Invoice 0267862-IN				

Cash Payment	E 609-49751-253 Wine For Resale	WINE			\$200.00
	Invoice 0267862-IN				

Transaction Date	11/19/2020	Due 12/19/2020	CASH	10100	Total	\$308.00
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Claim Type

Claim# 8676 WALKER, CHRISTOPHER

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #1251			\$226.33
	Invoice .1220				

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$226.33
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Claim Type

Claim# 8677 WATER CONSERVATION SERVICE

Cash Payment	E 601-49440-229 Project Repair & Maintena	SUPPLIES			\$461.60
	Invoice 10871				

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$461.60
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Claim Type

Claim# 8684 WELLS, MARY

Cash Payment	E 101-41550-311 Contract	2020 4TH QUARTER ASSESSING SERVICES			\$4,589.41
	Invoice .1220				

Transaction Date	12/3/2020	Due 1/2/2021	CASH	10100	Total	\$4,589.41
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Claim Type

Claim# 8678 WICKMAN, VALERIE

Cash Payment	G 601-22200 Deferred Revenues	REFUND ACCT #2858			\$82.60
	Invoice .1220				

Transaction Date	12/2/2020	Due 1/1/2021	CASH	10100	Total	\$82.60
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Claim Type

Claim# 8619 ZOLL MEDICAL CORPORATION

Cash Payment	E 101-42110-237 Small Equipment	ELECTRODES			\$256.93
	Invoice 3174000				

Transaction Date	11/30/2020	Due 12/30/2020	CASH	10100	Total	\$256.93
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Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$257,754.12
Total	\$257,754.12

12/7/2020

Checks cut since last Council Meeting

Check Number	Check Date	Payee	Description	Amount
78393	11/19/2020	Southern Glazers	Replace Lost check	12,632.68

TOTAL	12,632.68
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Disbursements via Debits to 4M Account

[illegible]

TOTAL	0.00
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Disbursements via Debits to Checking Account

Payee	Description	Amount
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[illegible]



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
7A

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Proposed budget discussion
DATE: December 7, 2020

OVERVIEW:

The City is required to discuss the budget and allow public input at a meeting occurring after November 25th after 6 pm. The 2021 proposed budget and levy will be presented at the city council meeting on December 7th, 2020. Council had set a maximum levy of \$4,234,590 in September. This levy includes \$186,000 for the future new City Hall/ Fire Station. The preliminary tax rate is 50.218% which is a drop from 2020 tax rate of 50.543%. The General Fund budget is balanced at \$4,703,070 on the revenue side and the expenditure side. The fund balance will be at 66.7% of revenues with the estimated 2020 balance. This is above the State Auditor's recommended guidelines of 35% to 50%. Please note that a Preliminary Budget is available on the city's website under the finance department. The final budget book will be compiled and distributed in February.

ACTION TO BE CONSIDERED:

After the presentation, the mayor needs to allow public input on the budget. After public comments are completed, council can act on the resolutions provided 1) Set the Overall Levy for 2021 and 2) Adopt the 2021 Budget.

BUDGET IMPLICATION:

Setting the 2021 Budget and Levy.

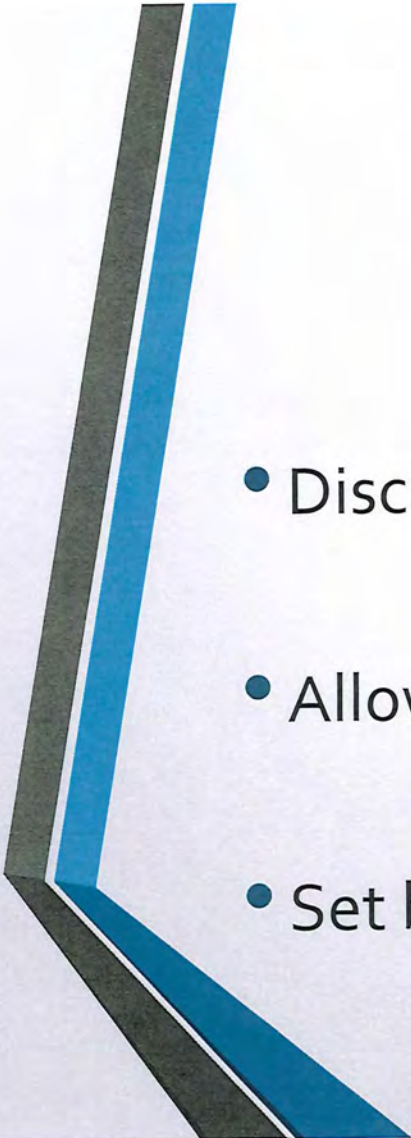
Attachments:

- Budget Presentation
- Resolution Certifying Taxes Payable for 2021
- Resolution Adopting a Budget for 2021



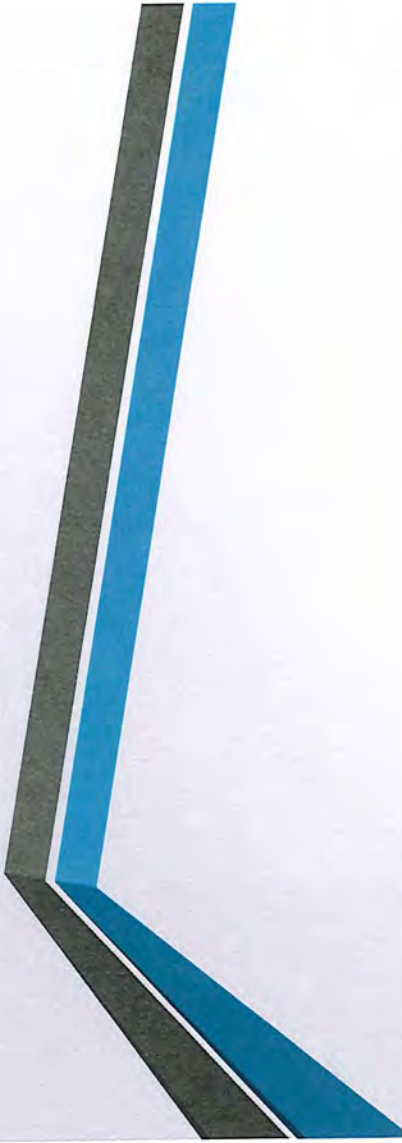
City of St. Francis

2021 Budget Hearing



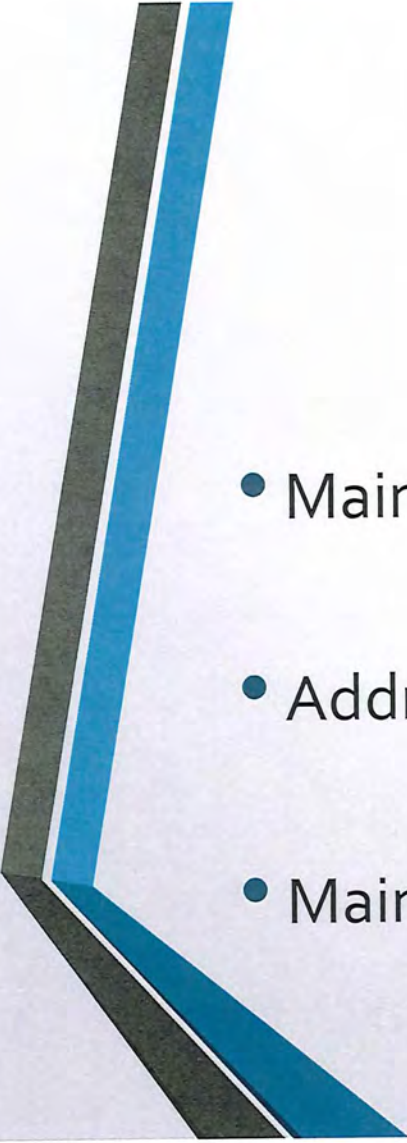
Tonight's Agenda

- Discuss the budget and tax levy
- Allow for public comment
- Set budgets and tax levy



Budget Process

- April - estimation of salaries
- May - Department heads receive worksheets to complete
- June
 - Revenue Estimates
 - Debt Service Amounts
 - Capital Budgets
 - Receives Department requests back
- July/August- Enter data to determine levy needed
- September – preliminary levy set
- December –Final levy set and budgets approved by Council



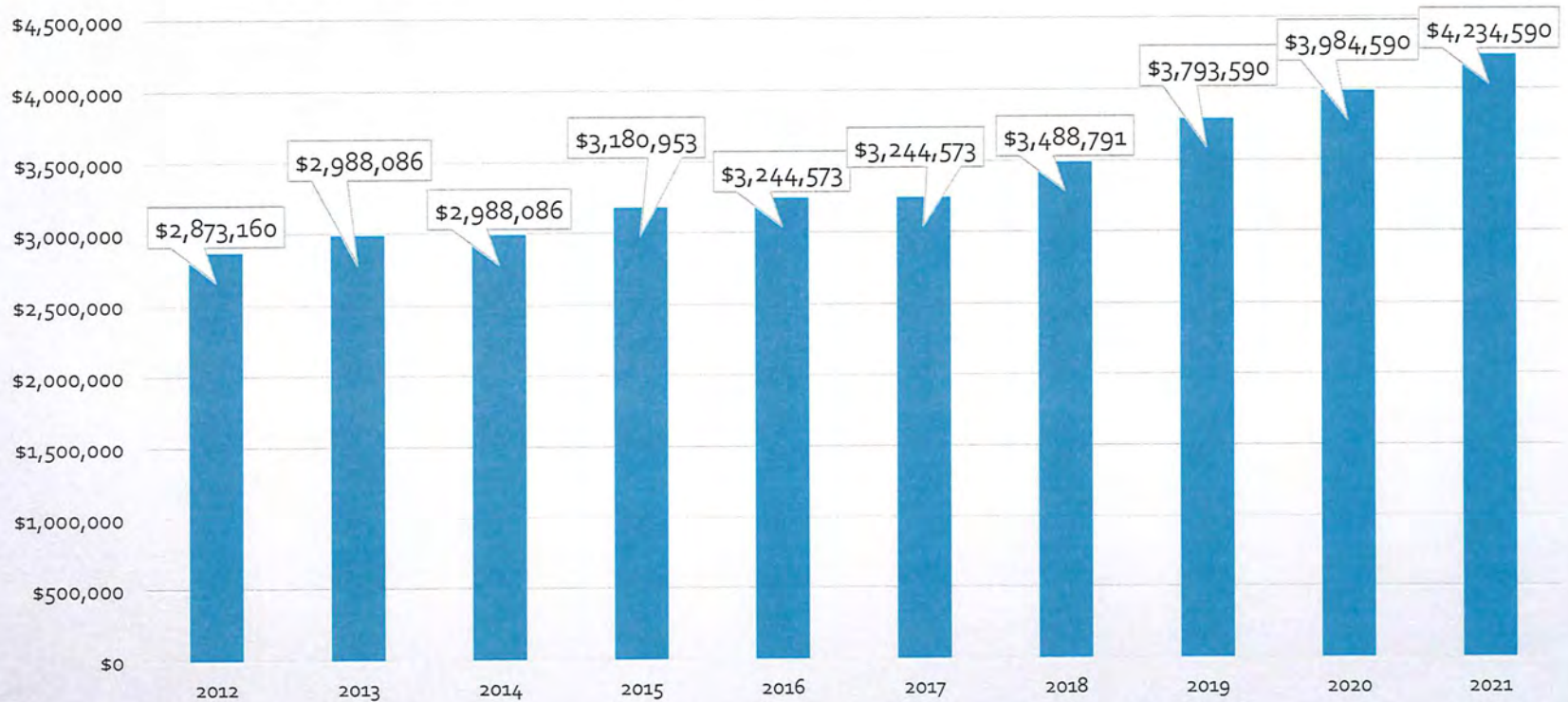
Budget Goals

- Maintain high quality and cost effective public services
- Address priorities set by City Council
- Maintain a strong fiscal position

Components of Overall Levy

	2020 Levy	Proposed 2021
General Revenue:		
General Fund	\$ 3,136,000	\$ 3,130,000
Capital Equipment	\$ 240,000	\$ 250,000
Building Improvements	\$ 60,000	\$ 60,000
New City Hall/Fire Station	\$ -0-	\$ 186,000
Street Improvements	\$ 180,000	\$ 240,000
Total General Revenue	\$ 3,616,000	\$ 3,866,000
Debt Service		
GO Improvement Bond-2013A	\$ 20,900	\$ 20,900
GO Improvement Bond-2015A	\$ 20,470	\$ 20,470
GO Improvement Bond-2017A	\$ 327,220	\$ 327,220
Total Debt Service	\$ 368,590	\$ 368,590
Total Levy	\$ 3,984,590	\$ 4,234,590

Total Levy History



The levy has increased \$1,361,430 from 2012 to 2021. This is an increase of 47% or 4.7% a year.

Proposed Tax Notice

CITY OF ST. FRANCIS
23340 CREE STREET
ST. FRANCIS MN 55070
763-753-2630



Anoka County
Property Records and Taxation
2100 3rd Avenue
Anoka, MN 55303-2281
www.anokacounty.us
(763) 323-5400

Taxpayer(s):

ST. FRANCIS SCHOOL DISTRICT #15

ST. FRANCIS SCHOOL DISTRICT #15

Property I.D.:

Property Description: LOT 9 B-K 2 SEELEY BRO
EX THE N 25 FT OF THE E 125.7 FT THEREOF; S
EASE OF REC

TGA: 42015- ST. FRANCIS MN

Owner(s):

Proposed Property Tax

Contact Information

STATE GENERAL TAX

COUNTY OF ANOKA
2100 3RD AVE
ANOKA, MN 55303
763-323-5400

GENERAL COUNTY LEVY
REGIONAL RAIL AUTHORITY

COUNTY/MUNICIPAL PUBLIC SAFETY SYSTEM

CITY OF ST. FRANCIS
23340 CREE STREET
ST. FRANCIS MN 55070
763-753-2630

ST. FRANCIS SCHOOL DISTRICT #15
4115 AMBASSADOR BLVD
ST. FRANCIS MN 55070

VIRTUAL MEETING ONLY

DECEMBER 7, 2020 - 6:00PM

(DISCUSS CITY PORTION)

STFRANCISMN.ORG/CITYCOUNCIL

PROPOSED TAXES 2021

- THIS IS NOT A BILL - DO NOT PAY -

VALUES AND CLASSIFICATION

Taxes Payable Year	2020	2021
Estimated Market Value	246,600	266,700
Homestead Exclusion	15,046	13,237
Taxable Market Value	231,554	253,463
Class	RES HSTD	RES HSTD

Step 1

PROPOSED TAXES 2021

- THIS IS NOT A BILL - DO NOT PAY -

VALUES AND CLASSIFICATION

Taxes Payable Year	2020	2021
Estimated Market Value	246,600	266,700
Homestead Exclusion	15,046	13,237
Taxable Market Value	231,554	253,463
Class	RES HSTD	RES HSTD

Step 1

PROPOSED TAX

Property Taxes before credits	\$2,930.36
School building bond credit	\$0.00
Agricultural market value credit	\$0.00
Agricultural preserve credit	\$0.00

Step

\$1,170.58

\$1,273.02

TOTAL excluding special assessments

\$2,751.72

\$2,930.36

6.5%

What affects Property Taxes?

Market Value Changes

Levies Set by County, City,
School District, Special &
Other Taxing Districts

Fiscal
Disparities

Tax Effect on a Residential Home-City Taxes Only

Estimated Market Value *	Amount Excluded	Taxable Market Value	Tax Capacity Value	2020 City Taxes	2021 City Taxes	Difference
150,000	\$ 23,740	\$ 126,260	\$ 1,263	\$ 638.36	\$ 634.25	\$ (4.11)
160,000	\$ 22,840	\$ 137,160	\$ 1,372	\$ 693.45	\$ 688.99	\$ (4.46)
170,000	\$ 21,940	\$ 148,060	\$ 1,481	\$ 748.54	\$ 743.73	\$ (4.81)
180,000	\$ 21,040	\$ 158,960	\$ 1,590	\$ 803.63	\$ 798.47	\$ (5.16)
190,000	\$ 20,140	\$ 169,860	\$ 1,699	\$ 858.73	\$ 853.20	\$ (5.53)
200,000	\$ 19,240	\$ 180,760	\$ 1,808	\$ 913.82	\$ 907.94	\$ (5.88)
210,000	\$ 18,340	\$ 191,660	\$ 1,917	\$ 968.91	\$ 962.68	\$ (6.23)
220,000	\$ 17,440	\$ 202,560	\$ 2,026	\$ 1,024.00	\$ 1,017.42	\$ (6.58)
235,000	\$ 16,090	\$ 218,910	\$ 2,189	\$ 1,106.39	\$ 1,099.27	\$ (7.12)
240,000	\$ 15,640	\$ 224,360	\$ 2,244	\$ 1,134.18	\$ 1,126.89	\$ (7.29)
250,000	\$ 14,740	\$ 235,260	\$ 2,353	\$ 1,189.28	\$ 1,181.63	\$ (7.65)
260,000	\$ 13,840	\$ 246,160	\$ 2,462	\$ 1,244.37	\$ 1,236.37	\$ (8.00)
270,000	\$ 12,940	\$ 257,060	\$ 2,571	\$ 1,299.46	\$ 1,291.10	\$ (8.36)
280,000	\$ 12,040	\$ 267,960	\$ 2,680	\$ 1,354.55	\$ 1,345.84	\$ (8.71)
290,000	\$ 11,140	\$ 278,860	\$ 2,789	\$ 1,409.64	\$ 1,400.58	\$ (9.06)
300,000	\$ 10,240	\$ 289,760	\$ 2,898	\$ 1,464.74	\$ 1,455.32	\$ (9.42)

NOTES:

*This comparison is based on the Estimated Market Value of the home being the same in both years.

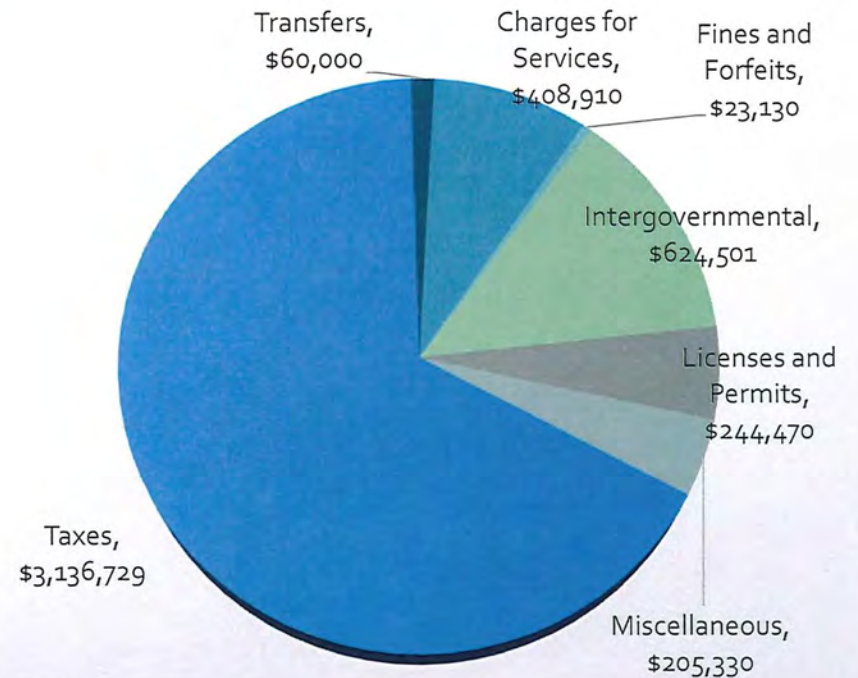
** Average Home Value is \$235,000 in 2020

Tax Effect on a Residential Home-Value increasing

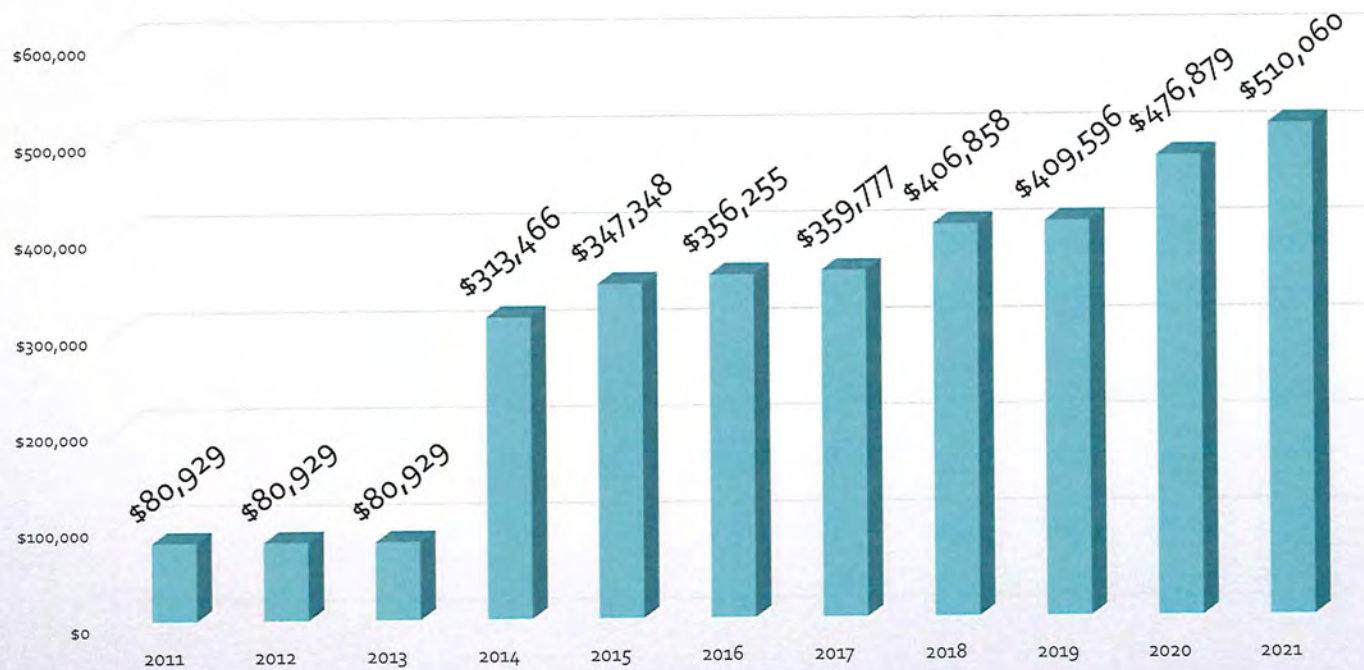
Estimated Market Value *	2020 City Taxes	2021 City Taxes	Value Same	Difference	
				Jumps \$10,000	Jumps \$20,000
\$ 150,000	\$ 638.36	\$ 634.25	\$ (4.11)		
\$ 160,000	\$ 693.45	\$ 688.99	\$ (4.46)	\$ 50.63	
\$ 170,000	\$ 748.54	\$ 743.73	\$ (4.81)	\$ 50.28	\$ 105.37
\$ 180,000	\$ 803.63	\$ 798.47	\$ (5.16)	\$ 49.93	\$ 105.02
\$ 190,000	\$ 858.73	\$ 853.20	\$ (5.53)	\$ 49.57	\$ 104.66
\$ 200,000	\$ 913.82	\$ 907.94	\$ (5.88)	\$ 49.21	\$ 104.31
\$ 210,000	\$ 968.91	\$ 962.68	\$ (6.23)	\$ 48.86	\$ 103.95
\$ 220,000	\$ 1,024.00	\$ 1,017.42	\$ (6.58)	\$ 48.51	\$ 103.60
\$ 230,000	\$ 1,079.09	\$ 1,072.15	\$ (6.94)	\$ 48.15	\$ 103.24
\$ 240,000	\$ 1,134.18	\$ 1,126.89	\$ (7.29)	\$ 47.80	\$ 102.89
\$ 250,000	\$ 1,189.28	\$ 1,181.63	\$ (7.65)	\$ 47.45	\$ 102.54
\$ 260,000	\$ 1,244.37	\$ 1,236.37	\$ (8.00)	\$ 47.09	\$ 102.19
\$ 270,000	\$ 1,299.46	\$ 1,291.10	\$ (8.36)	\$ 46.73	\$ 101.82
\$ 280,000	\$ 1,354.55	\$ 1,345.84	\$ (8.71)	\$ 46.38	\$ 101.47
\$ 290,000	\$ 1,409.64	\$ 1,400.58	\$ (9.06)	\$ 46.03	\$ 101.12
\$ 300,000	\$ 1,464.74	\$ 1,455.32	\$ (9.42)	\$ 45.68	\$ 100.77

General Fund Revenues-by Type

	2021 Budget
Taxes	\$3,136,729
Licenses and Permits	244,470
Fines and Forfeits	23,130
Intergovernmental	624,501
Charges for Services	408,910
Miscellaneous	205,330
Transfers	60,000
Total	<u>\$4,703,070</u>

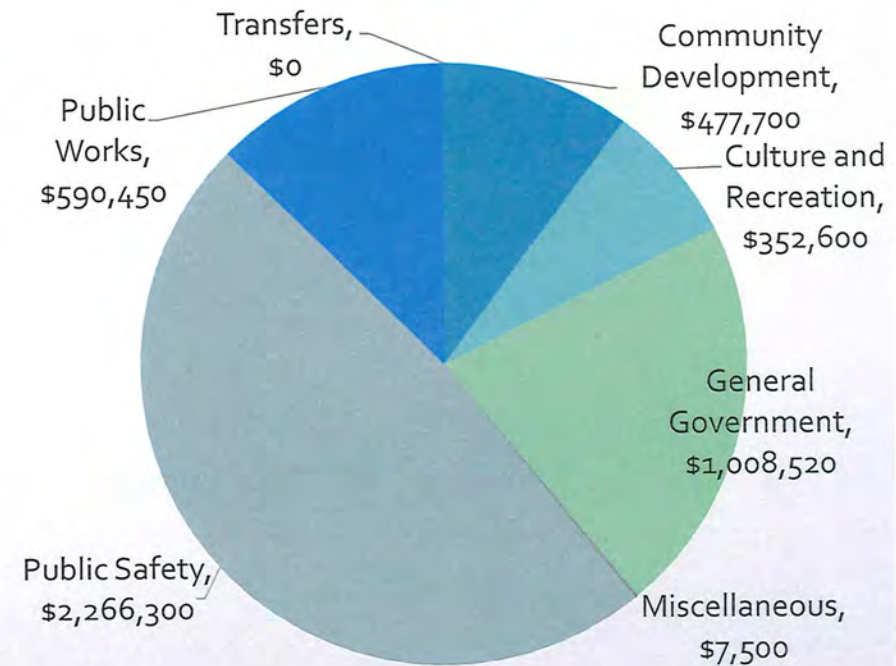


Local Government Aid



General Fund Expenditures-by Category

	2021 Budget
General Government	\$1,008,520
Public Safety	\$2,266,300
Public Works	\$590,450
Culture and Recreation	\$352,600
Community Development	\$477,700
Miscellaneous	\$7,500
Transfers	\$0
Total expenditures	<u>\$4,703,070</u>

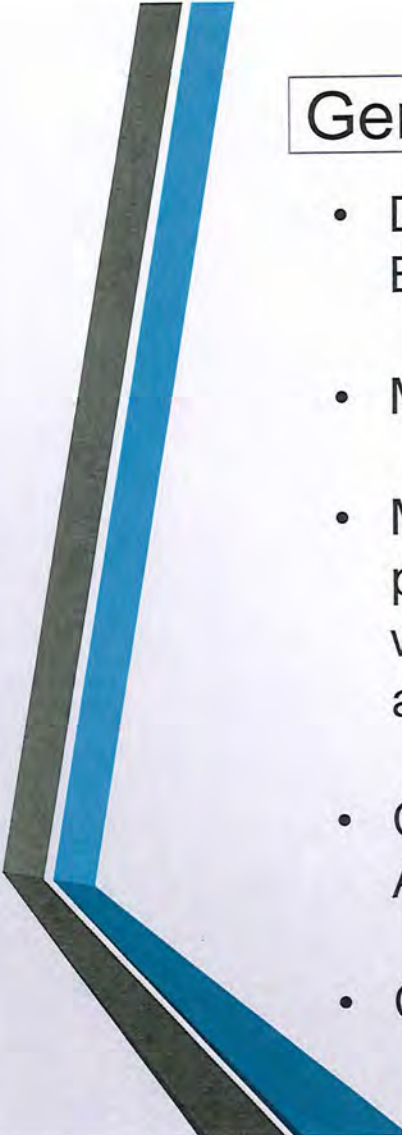


What your monthly Tax \$ Pays for:

A monthly bill for the median homeowner in 2021 will be \$92.20. This pays for emergency services such as fire and police, street maintenance such as snow plowing and parks services such as mowing and maintenance.

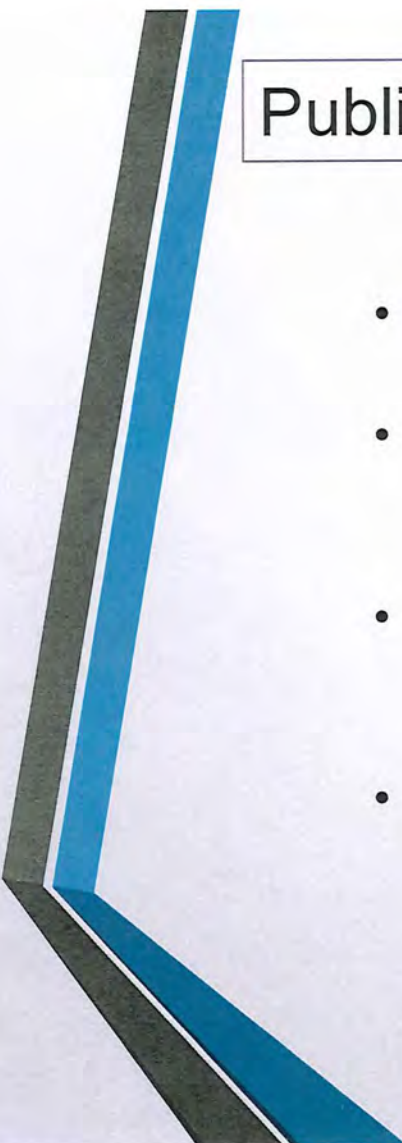
General Government	\$16.01
Public Safety	\$35.98
Streets & Recycling	\$13.18
Parks & Trails	\$5.60
Community Development	\$7.58
Transfers/debt	\$13.85

Median Homeowner	
St. Francis, MN	
City of St. Francis	
Ninety-two and 20/100	
For Monthly Police, Fire, Street	January 1, 2021
Maintenance, Parks, and other programs	\$92.20
Median Homeowner	



General Government \$16.01

- Departments Include: Council, Charter Commission, Administration, Elections, Finance, Auditing, Assessing, Legal, & Buildings.
- Manage a \$10+ million dollar budget
- Manage and Enforce City Code, which regulates utilities; building permits; alcoholic beverages, licensing; business licensing; right-of-ways, traffic and parking; public protections; zoning; subdivisions; and annexations of city owned land.
- Coordinate functions of the City Council; Economic Development Authority; Planning Commission and Charter Commission.
- Coordinate election functions.



Public Safety \$35.98

- 24/7 police and fire response in town.
- Respond to calls for service, such as medicals, thefts, property crimes and crimes against a person.
- Other services such as vehicle lockouts, home security checks & drug drop off
- Education opportunities such as Eddy the Eagle, and Anti Bullying Campaign.



Street/Recycling \$13.18

- Snow and ice control
- Street lighting
- Tree trimming
- Recycle day & promotion of recycling



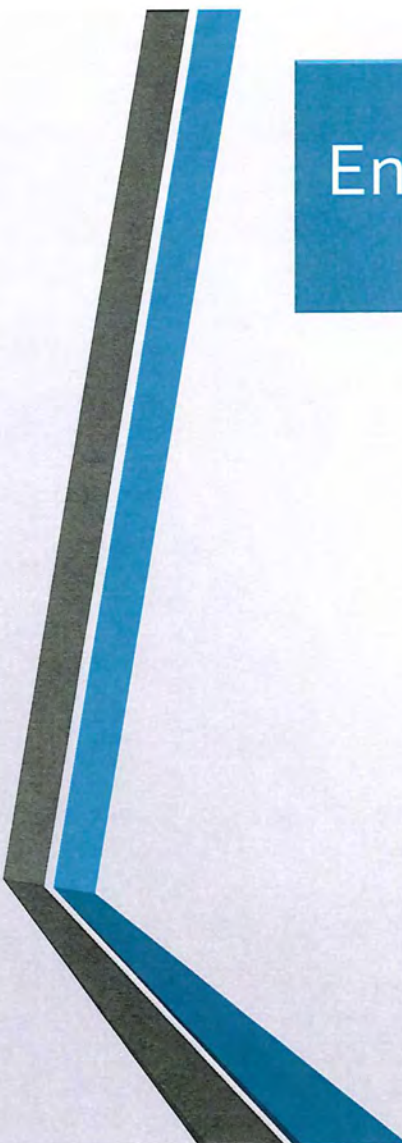
Parks/Trails \$5.60

- Safety and fall protection around playground equipment
- Ball field maintenance
- Building maintenance, grounds maintenance & parking lot maintenance
- Skating rinks
- Trail maintenance.



Community Development \$7.58

- Building inspections of residential and commercial properties.
- Economic development to support the city growth.
- Housing construction zoning and permits for new and ongoing development
- Receive rental license applications and process required inspections.
- Receive vacant building registrations and process required inspections.
- Fences, swimming pools and driveways permits
- Receive citizen concerns and complaints work toward rectifying the problems.



Enterprise Funds

- Water Fund
- Wastewater Fund
- Storm Water Fund
- Liquor Fund

Questions???



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

RESOLUTION 2020-47

RESOLUTION CERTIFYING TAXES PAYABLE IN 2021

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA that:

1. The following sums of money be levied for the current year, collectible in 2021, upon the taxable property in said City of St. Francis, for the following purposes:
- 2.

General Operating Levy	
General Fund	\$ 3,130,000
Capital Equipment Fund	250,000
Building Improvements	246,000
Street Improvements	240,000
Total General Operating Levy	<u><u>\$ 3,866,000</u></u>
 Debt Service Levy	
2013A Debt Service	\$ 20,900
2015A Debt Service	20,470
2017A Debt Service	327,220
Total Debt Service Levy	<u><u>368,590</u></u>
 Total Levy	 <u><u>\$ 4,234,590</u></u>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th DAY OF DECEMBER, 2020.

APPROVED:

Steve Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

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

RESOLUTION 2020-48

RESOLUTION ADOPTING A BUDGET FOR 2021

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS,
MINNESOTA** that a budget for 2021 is hereby adopted as outlined in the following summary:

<u>Total By Fund</u>	<u>REVENUES</u>	<u>NET OTHER INCREASES (DECREASES)</u>	<u>EXPENDITURES</u>
Operating Budget:			
General	\$ 4,643,070	\$ 60,000	\$ 4,703,070
Police Forfeiture	-	-	17,230
EDA	-	-	-
Water	1,334,200	(74,022)	1,182,199
Sanitary Sewer	1,693,680	(150,858)	1,954,738
Storm Sewer	187,000	-	117,500
Municipal Liquor	2,514,400	(60,000)	2,408,750
Total Operating Budget	10,372,350	(224,880)	10,383,487
Capital Improvements Budget:			
Capital Projects/Equipment	265,000	20,000	922,156
Building	246,000	-	-
Street	388,580	-	362,863
Gambling Fund	20,800	-	-
Park Improvements	1,700	-	-
Total Capital Budget	922,080	20,000	1,285,019
Debt Service Budget:			
Debt Service-2013	37,000	39,880	100,106
Debt Service-2015	28,570	-	29,525
Debt Service-2017	328,220	165,000	463,107
Total Debt Service Budget	\$ 393,790	\$ 204,880	\$ 592,738
Grand Total	\$ 11,688,220	\$ -	\$ 12,261,244

BE IT FURTHER RESOLVED that the Finance Director shall establish a budget for each public improvement project when the Council orders the project and that the budget amounts shall be recorded at amounts specified in the feasibility study for the project.

BE IT FURTHER RESOLVED that the above budgets for Governmental Funds are hereby adopted for financial reporting and management control.

BE IT FURTHER RESOLVED that the above budgets for all other funds are hereby adopted for management purposes only.

BE IT FURTHER RESOLVED that the transfer of appropriations among the various accounts, within a fund, shall only require the approval of the City Administrator or his designee. However, City Council approval is required for transfers from contingency accounts.

BE IT FURTHER RESOLVED that all appropriations which are not encumbered or expended at the end of the fiscal year shall lapse and shall become part of the unencumbered fund balance which may be appropriated for the next fiscal year except appropriations for capital improvement projects which shall not lapse until the project is completed or canceled by the City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7th DAY OF DECEMBER, 2020.

APPROVED:

Steve Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7 B

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: **MS4 – Annual Opportunity for Public Input**
DATE: December 7, 2020

OVERVIEW:

The Storm Water Pollution Prevention Program (SWPPP) is required by the National Pollutant Discharge Elimination System (NPDES) General Permit for discharges of stormwater associated with small Municipal Separate Storm Sewer Systems (MS4), which is collectively referred to as the MS4 permit. The MS4 permit authorizes the City to discharge stormwater into the public water system, and it was issued to the City of St. Francis in 2017. The SWPPP does not discuss stormwater or utility fees. The purpose of the required annual SWPPP meeting is to discuss the components of the program and to gather public comments on the SWPPP.

The goal of the SWPPP is to reduce the discharge of pollutants into receiving waters to the maximum extent practicable. There are six components of the SWPPP, each called a Minimum Control Measure (MCM). The MCMs and selected requirements for each are shown in the table below.

Minimum Control Measures

- | | |
|--|--|
| 1) Public Education and Outreach | <ul style="list-style-type: none">o Distribute educational materialso Develop measurable goals |
| 2) Public Participation/Involvement | <ul style="list-style-type: none">o Provide 1 opportunity annually for public commento Provide access to SWPPP document upon request |
| 3) Illicit Discharge Detection and Elimination | <ul style="list-style-type: none">o Regulatory mechanism prohibiting non-stormwater dischargeso Training all field staff in recognition and reporting |
| 4) Construction Site Stormwater Runoff Control | <ul style="list-style-type: none">o Regulatory mechanism for erosion and sediment controlo Site plan review and site inspections |
| 5) Post-Construction Stormwater Management | <ul style="list-style-type: none">o Regulatory mechanism for new and redevelopment regarding volume control and long-term maintenance |



- 6) Pollution Prevention/Good Housekeeping for Municipal Operations
 - o Facilities inventory
 - o Pond assessment procedures and schedule
 - o Employee training

ACTION TO BE CONSIDERED:

Allow opportunity for public input/comment on the adequacy of our Storm Water Pollution Prevention Plan. Open a public meeting to accept any input/comment from the public.

BUDGET IMPLICATION:

None at this time.

Attachments:

- NONE



**City Council
AGENDA REPORT**
Agenda Item #
9 A

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Fee Schedule Changes for 2021
DATE: November 16, 2020 and December 7, 2020

OVERVIEW

Since the last City Council meeting when the First Reading was approved there has been one addition under Stormwater. The change is adding a Grading/Escrow Fee;

Grading/ESC Escrow	\$2,000 per gross acre or \$750 per SF or Twin family home. Whichever is greater.
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Other wise the rest of the changes stayed the same as they were presented at the first reading.

Community Development Fees

- Building Fees
 - Set Fee for "Admin Zoning fee for Permits, \$50" – this is to address a number of zoning permits that are applied for, utilize staff time and either are not picked up, expire or require code enforcement for work without the permit
- Land and Property Use
 - TIF Application/Business Subsidy – reduce City fee to \$350 to remain in line with other land use fees. Item relies heavily on consultants, no change to escrow.

Public Works Fees

- Park and Field
 - Increases to facility and field rentals
- Community Center
 - Increases to rental
- Equipment and Staff Use
 - Increases to per hour rental amounts for select equipment
- Utility Fees
 - Increase in water meter deposit to reflect current cost
 - Update to hours for Shut off/ Reconnect along with updated paragraph to address snowbirds

ATTACHMENTS:

Ordinance 267, Second Series -City Code, Chapter 2, Section 9 Fee Schedule including tracked changes

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

ORDINANCE 267, SECOND SERIES

AN ORDINANCE AMENDING SECTION 2-9-1 OF THE CITY CODE
REGARDING THE FEE SCHEDULE

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That all previously adopted versions of the fee schedule are deleted and Section 2-9-1, Second Series shall hereby be added to read as established in Exhibit A.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 7th DAY OF DECEMBER.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)



SECTION 9
FEE SCHEDULE
CITY OF ST. FRANCIS

ADMINISTRATIVE FEES

ADMINISTRATIVE PENALITIES	
1 ST Offense	\$100
2 nd Offense	\$200
3 rd Offense	\$500
4 th Offense	\$1,000
5 th Offense and beyond	\$2,000
Administrative Hearing fee	\$750

ANIMAL FEES	
Administrative Fee	\$50/Day
Pick up Service Fee	
- 8 AM to 6 PM	\$60/Hour
- 6 PM to 8 AM	\$80/Hour
Boarding Fee	\$25/Day
Dog License	\$10/1-2 Year Vaccinations \$15/3 Year Vaccinations
Kennel	
- First 4 Dogs	\$50/Year
- Each Additional Dog	\$20/Year
Chickens	\$120/One time

AMUSEMENT AND RECREATION	
Amusement Machine	\$15/Location + \$15/Machine
Dance	
- Annual	\$100/Year
- Per Event	\$10/Event

BUSINESS AND SERVICE LICENSES	
Investigation Fee	\$25
Adult Entertainment Use	\$2,000/Year
Sauna/Massage Parlors	\$2,000/Year
Fireworks	
- Retail / Tent	\$50/Occurrence
- Pyrotechnic Display	\$50/Occurrence
Pawnbroker	\$1,000/Year + \$1.25 per Transaction
Refuse Hauler	\$200/Year + \$50/Truck
Massage Therapist	\$200/Year
Taxicab	
- Driver License Fee	\$150/Year
- Operator License Fee	\$150/Year
Towing/Impound	\$150/Year
Finger Printing	\$15/Customer Provides Fingerprint Card
Transient Merchant/Peddler	
- Week	\$50
- Month	\$150
- 60 Days	\$300
- Food Truck	\$50/ Calendar Year
Excavations/Mining	
- Active Area Fee	\$50 /Acre
- Inactive Area Fee	\$25 /Acre
- Restoration Credit	\$25 /Acre

COUNCIL/COMMISSION PAY	
City Council Per Diems Per Day	\$35 for four hours or less; \$70 for more than four hours
- Special Council Meetings - Council Retreats/Work Sessions - Economic Development Authority Negotiations (EDA) - League of MN Cities Functions - Labor Negotiations - Employee Interviews - Mayor Only: - o School/County Liaison - o MN Mayors Association - o Speaking Engagements and other Civic Org. - o Closing Property Acquisition - o Fire District Study Group	Prior Approval Required Prior Approval Required Prior Approval Required Mayor may appoint Council members to fulfill his obligations and approve attendance
Planning Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Park Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Economic Development Authority	\$20/Meeting Paid Annually
Upper Rum River Watershed – Resident Appointed by Council	\$20/Meeting Paid Annually

DOCUMENT SERVICES	
Accident, Police, and Fire Reports	\$.25/Page; Over 100 Pages TBD
Copies	
- Paper/Copied	\$.25/page
- CDs	\$15
- Colored Copies of Photos	\$3/Page
- Certificate of Survey (non-homeowner)	\$2/each
- City Council Agenda & Minutes (mailed)	
o Resident	\$25/Year
o Non-Resident	\$25/Year + Postage
- Planning/Park Commission Agenda & Minutes (mailed)	
o Resident	\$12/Year
o Non-Resident	\$12/Year +Postage

GENERAL AND MISCELLANEOUS	
Election Filing Fee	\$5
Mileage reimbursement for Personal	Current IRS Rate
Notary	\$2/Document
Public Nuisance Violation Administration Fee (assessable)	\$75/Occurrence
Certify Delinquent Invoices (except utilities)	Lesser of 10% of Delinquency or \$75
Certify Delinquent Invoices	10% of Delinquency
Fire Department Charges	See Ordinance 138
Returned Checks	\$30/Check
Snowmobile Permit	\$15/Annual
Special Assessment Administrative Fee	\$100
Special Assessment Search	\$20/Each

LIQUOR AND TOBACCO LICENSE	
Liquor License	
- 3.2% Malt – Off Sale	\$50/Year
- 3.2% Malt – Off Sale – Special Event	\$25/Event
- 3.2% Malt – On Sale	\$200/Year
- Club License	\$200/Year
- Wine License	\$200/Year
- Intoxicating Liquor – On Sale	4,000/Year
- Intoxicating Liquor – Sunday Sales	\$200/Year
- Investigation Fee:	
o Single Application	\$200
o Partnership	\$300
o Corporation	\$400
Tobacco License	\$150/Year

BUILDING FEES

Adopted valuation schedule for Building Permit fees. Fees for Building Permits include: 1) the fees as set forth in the fee schedule and 2) the surcharge required by Minnesota Statute 326b.148 or as amended

BUILDING PERMIT BY EVALUATION	
\$1 to \$500	\$29.50
\$501 to \$2,000	\$28 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
1,000,001 and up	\$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.
Plan Review fee of 65% of the building permit fee for valuation-based building & commercial permits. (Except as per MN Rules 1300.0160, Subp. 5 for similar plans after first submittal, a 25% plan review fee may be paid-residential valuation-based building permits only)	

BUILDING PERMIT – SET FEE	FEE	ESCROW/STATE FEE
<u>Admin Zoning Fee for Permits</u>	<u>\$50</u>	
Accessory Structures 200 sq. ft. and less	\$50 zoning permit	
Accessory Structure over 200 sq. ft	By valuation	State Surcharge
Basement Finishes Permit	\$140	State Surcharge
Building Demolition	\$110	\$500
Building Demolition – Commercial	By Valuation	\$1,000
Building Relocation Permit	\$110	Performance Security Required
Contractor Verification Fee	\$10	
Dock Permit	\$50	\$250
Driveway Permit – <u>New & Replacement</u>		
- Under 75' – Length	\$50	\$250
- Over 75' – Length	\$100	\$500
- Over 600' – Length	\$350	\$2,000
- Parking Pad or Driveway Extension	\$50	
Fence – Residential Only		
- 6' and under	\$50 Zoning Permit	
Fireplace	\$120	State Surcharge
Fuel Tank Removal	\$120	

Engineer's Review of Building Permit	\$154	
HVAC – Heating Installations	\$120	State Surcharge
HVAC – Air Conditioning	\$120	State Surcharge
Inspections- After Hours	\$70/Hour, minimum 2 hours	
Investigation Fee	Not to exceed permit fee	
Irrigation – <u>Connected to City</u>	\$75 back flow preventer	State Surcharge
Manufactured Home Setup	\$100	State Surcharge
On-Site Septic - Type I – IV - Type V - Operating Permit - Soil Verification - Septic System Pumping Verification	\$275 By cost incurred \$125/Year \$120 \$20	
Parking Lot - Commercial	\$120	\$1,000 + State Surcharge
Plan/Zone Review of Building Permit	\$195	
Plumbing	\$120	State Surcharge
Pools exceeding 5,000 gallon and 24" in depth	By Valuation	State Surcharge
Re-Inspection Fee	Not to exceed \$75/Trip	
Retaining Wall Over Four Feet	By Valuation	State Surcharge
Roofing – Residential Only	\$120	State Surcharge
Siding – Residential Only	\$95	State Surcharge
Signs	\$120	State Surcharge
Solar – Residential /Commercial	\$120	State Surcharge
Water Softener Permit – Residential Only	\$75	State Surcharge
Water Heater – Residential Only	\$75	State Surcharge
Windows/Doors	\$120	State Surcharge
Commercial Buildings (Plumbing, Mechanical, Fire Alarm, etc.)	By Valuation	State Surcharge

- Anything not listed above will be based on valuation + plan review + State Surcharge.
- Permits over 180 days of inactivity are null and void with no refund.
- Permit extension not to exceed ½ permit fee and Building Inspector makes determination.
- No refund on plan review fees; maximum refund is 75% of total fee for permit fees; no refund for State Surcharge
- **STATE SURCHARGE** collected in accordance with MN Statutes 326B.148

ESCROW DEPOSITS	
Admin Escrow Fee/Non-Refundable	\$250/per property
3" Black Dirt Topsoil	\$1,000
Culvert	\$1,500
Curb Box and Meter	\$1,500
Driveway	\$2,000
Driveway Apron/approach (rural)	\$600
Erosion Control	\$300-\$500
Final Grading	\$500-\$1,500
Litter/Debris Clean-Up	\$300-\$500

Retaining Wall	\$30.00 per sq. ft.
Sidewalk	\$4.00 per sq. ft.
Sod/Seed	\$3,500
Steps	\$4.00 per sq. ft.
Swimming Pool Fence	\$1,500
Street Cleaning	\$250
Trees	\$750

COMMUNITY DEVELOPMENT FEES

LAND AND PROPERTY USE	FEE	ESCROW/STATE FEE
Administrative Subdivision	\$350	\$2,000
Annexation	\$250	\$2,000
Appeal	\$200	\$1,000
Comprehensive Plan Amendment	\$450	\$2,000
Conditional Use Permit	\$350	\$2,000
Environmental Review	\$350	\$650
Excavation/Fill Permit (Admin)	\$100	\$250
Excavation/Fill Permit (IUP)	\$350	\$2,000
Home Occupation (IUP)	\$350	\$2,000
Home Occupation (Permitted)	\$50	
Interim Use Permit	\$350	\$2,000
Minor Subdivision	\$350	\$2,000
Ordinance Amendment	\$350	\$2,000
Planned Unit Development	\$350	\$2,000
Rental Housing Licensing		
- Single Family or First Unit	\$50	
- Each Additional Unit	\$15/Each	
- Late Fee Due 1/16	\$50	
- Late Fee Due 3/16	\$150	
- Conversion Fee	\$100	
- Re-Inspection Fee	\$25/Each Unit	
Sign Permit Zoning Review (Admin)	\$75	
Sign Permit Zoning Review (Full)	\$250	\$350
Sign Permit Zoning Review (Temporary)	\$25	
Rezoning	\$350	\$2,000
Site and Building Plan Review (Admin)	\$100	\$250
Site and Building Plan Review (Full)	\$350	\$2,000
Street/Utility Easement Vacation	\$350	\$1,000
Subdivision		
- Sketch Plan	\$300	\$500
- Preliminary Plat (Rural)	\$400	\$400 + \$125/Lot
- Preliminary Plat (Urban)	\$400	\$425 + \$175/Lot
- Final Plat	\$350	\$650
Temporary Habitat Permit	\$200	\$5,000
Temporary Outdoor Sales Permit/License	\$50	

Wetland		
- Replacement Plan Review with Plat	\$350	\$650
- Replacement Plan and Excavation	\$350	\$650
- Delineation	\$350	\$1,000
Vacant Building Registration Fee		
- First Year	\$125	
- Second Year Renewal	\$175	
- Third Year Renewal	\$250	
- Fourth Year Renewal	\$350	
- Fifth Year Renewal and Beyond	\$500	
- Vacant Building Administration Fee	\$100	
Variance Application	\$350	\$2,000
Park Dedication	2,500/Lot	
TIF Application/Business Subsidy	\$3,000 - \$350	\$3,000

- Applicants are responsible for all costs incurred by City for consultant fees.

-

PUBLIC WORKS FEES

PARK AND FIELD	Resident	Non-Resident
Concession Stand	\$25 /\$50/Event	\$50 \$100/Event
Ball Park Use –		
• Outside Organization	\$100/Night for Season	\$200/Night for Season
• <u>One Game Fee</u>	<u>\$40/Game</u>	<u>\$80/Game</u>
Clean-Up-Damage Deposit	\$50 - Refundable	\$75 – Refundable
Key Replacement	\$50/Each	\$50/Each
Football Field	\$25 \$40/Each	\$35 \$50/Each
Football Youth Program	\$43 \$60/Week per team	
<u>Woodbury</u> Gazebo Rental	\$50 \$80/Event	\$100 \$130/Event
Rink Rental for Reserved Time	\$25 \$30 /Hour for afterhours rental	\$50 \$80/Hour for afterhours rental
Restroom	\$25 \$30/Event	\$50 \$60/Event
Picnic Shelter	\$25 \$30/Event	\$50 \$60/Event
Soccer <u>Youth Program</u>	\$34 \$60/Week per team	
Soccer Field	\$25 \$40/Each	\$35 \$50/Each
Warming House	\$50 \$80/Event	\$100 \$130/Event

- St. Francis City Council has the authority to change an annual fee of \$100 for non-profits.
- St. Francis City Council has the authority to waive any fees for non-profits

COMMUNITY CENTER	
Resident	\$30 /\$50/Event
Non-Resident	\$55 \$100/Event
Damage Deposit	\$150
Late Key Return	\$25 if not returned within 2 business days of event
City Purposes	Free
City Benefit	

- St. Francis Lions/Lioness - St. Francis Senior Citizens Group - St. Francis Area Jaycees - St. Francis Youth Association (4-H, Scouts, Hockey, etc.) - St. Francis Ambassador Program - St. Francis Area Chamber of Commerce - Other Government Agencies - Local Church Organizations - Local Business/Non-Profit Organizations	Fees will be waived for these uses unless the Council specifically determines that the fees should be imposed Donations will be accepted for use of facility unless Council specifically determines that the fees should be imposed
Priority for Use in Event of Conflict - City of St. Francis - Non-Profit located with the City limits - Residents (individuals or groups) - Non-Profit located outside of City limits - Non-Residents (individuals or groups)	Based on earliest request if more than one applicant of the same class seeks conflicting dates

EQUIPMENT AND STAFF USE	
One Ton Truck with Plow	\$55/Hour
Belos with Attachment	\$55/Hour
Crane Truck	\$45/Hour <u>\$60/Hour</u>
Electric Generator	\$60/Hour
Grader	\$90/Hour
Zero Turn Mower	\$50/Hour
Pick Up Truck	\$40/Hour
Tandem Axle Truck	\$65/Hour <u>\$90/Hour</u>
Tandem Axle Truck with Plow	\$95/Hour <u>\$110/Hour</u>
Tool Cat/Skid Steer w/Attachments	\$60/Hour <u>\$80/Hour</u>
Tractor with Loader or Attachments	\$60/Hour
Pay Loader	\$90/Hour
- <i>Hourly equipment rates DO NOT include the cost of the operator or cost of fuel and gas</i>	
Staff Time	Two Times Step 8 of Their Pay Grade

STREET AND ROADS	
Road Right-of-Way – Registration	\$35 + \$2,000 Escrow
Road Right-of-Way – Permit Application	\$150 + Consultant Fees
Street Opening	\$50 + bond or Deposit and Consultant Fees
Small Cell/Pole Attachment	\$500 per unit 1-5 \$100 per unit 6+

UTILITY FEES	
Access Charge	
- Sewer Equivalent Connection	\$4,284/Each

- Water Equivalent Connection	\$3,060/Each
Truck Line Charge	
- Water Truck Line Availability	\$2,956/Net developable acres
- Sanitary Sewer Truck Line Availability	\$4,150/ Net developable acres
Tapping and Connection Permits	
- Tapping and Water Connection	\$125
- Tapping and Sewer Connection	\$125
- Water Connection	\$50
- Sewer Connection	\$50
Water Meter Deposit Equipment	
- ¾"	Cost/ \$184 <u>\$379.93</u>
- 1" and Larger	Cost + 10%
Water Shutoff/Disconnect	\$35
7:00 am - 3:30 <u>3:00</u> pm	\$35
Water Reconnect	<i>The Disconnect and Reconnect fee for water shall be waived if a resident leaves for two consecutive months during the time from October to March.</i>
7:00 am - 3:30 <u>3:00</u> pm	
Meter Repair (not removal or installation)	Time and Materials / \$50 minimum
Curb Stop	
- Locate	
o Summer	\$25 minimum
o Winter	\$50 minimum
- Driveway Cover	Cost
- Repair	Time and Materials with \$50 minimum
- Box	Cost
Hydrant and Gate Valve Repair	Time and Materials with \$50 minimum
Hydrant Meter Deposit	\$800
Non-Response to Tagging Notice	\$250/Month until resolved
Unmetered Use of City Water	\$200/ <u>per occurrence</u>
Wells and Well based Irrigations	\$20

SEWER RATES	
Monthly Base Fee	\$20.82
Charge per 1,000 Gallons Used	\$8.16 equivalent conn
Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate

- Winter residential sewer rates (November through April billings) are based on actual water consumption used for the month billed
- Summer residential sewer rate (May through October billings) are based on the average of water consumption used for January, February, and March billings. If the winter water usage average is 3,000 gallons or less, the consumption billed will be the actual usage up to a maximum of 3,000 gallons. Any average usage greater than the 3,000 gallons will be billed the actual usage up to the minimum average calculated.
- Note: Consumption amounts are not billed greater than actual usage

STORMWATER	
Stormwater Rate	\$5.00/Month per Parcel (\$60/Year)
<u>Grading/ESC Escrow</u>	<u>\$2,000 per gross acre or \$750 per SF or Twin family home. Whichever is greater.</u>

WATER RATES	
Monthly Base Fee	\$14.55
- MN State Test Fee	\$0.81
Charge per 1,000 Gallons Used per Equivalent Connection	
- 0 – 14,999	\$4.50 equivalent conn
- 15,000 – 29,999	\$4.72 equivalent conn
- 30,000 – 44,999	\$5.45 equivalent conn
- 45,000+	\$6.51 equivalent conn
Bulk Water	
- System Access Charge	\$50
- Charge per 1,000 Gallons Used	\$6.16



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9 B

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Summary Publication for Ord. 267, SS – Fee Schedule
DATE: December 7, 2020

OVERVIEW:

Due to the lengthy nature of Ordinance No. 267, Second Series a summary of the ordinance has been prepared for publication. As stated in Resolution 2020-49 a copy of the changes are available at city hall for review. This is allowed by State Statute and reduces the publication cost. This ordinance amendment will take effect 30 days after publication of the attached resolution. The effective date of this ordinance would be January 11, 2021.

ACTION TO BE CONSIDERED:

Adopt Resolution 2020-49 A Resolution Authorizing the Summary Publication of Ordinance 267, Second Series.

BUDGET IMPLICATION:

Cost savings by not publishing the entire ordinance.

Attachments: Resolution 2020-49

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

RESOLUTION 2020-49

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF
ORDINANCE 267, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY
CODE REGARDING THE FEE SCHEDULE FOR 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 256 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 267, Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 267, 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 2-9-1 the previously adopted Fee Schedule.

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 7th DAY OF DECEMBER, 2020.

APPROVED:

Attest:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk



City Council AGENDA REPORT Agenda Item # 9 C

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Decertification Tax Increment Financing
DATE: December 7, 2020

OVERVIEW

On February 6, 2017 the City established a Tax Increment Finance (TIF) District for the purpose of a senior housing facility. The Senior facility had received land use approvals and was working towards the permitting stage. Since that time, no progress has been made on moving the project forward. If this project was to have come forward prior to this meeting to maintain TIF it would have required an underwriting review as the costs and budget are outdated.

The project has not made any substantial progress as required for a TIF district, therefore the City is moving forward with the decertification of the parcel. This will be effective as of December 31, 2020.

If this project, or any other project, on that site was to move forward and have interest in using TIF, Council would again review, the project would apply for a business subsidy and complete underwriting as a new project.

ITEMS TO BE DISCUSSED:

Staff recommends Council to approval the resolution to decertify the existing TIF district.

ATTACHMENTS:

Resolution 2020-50 Decertifying Tax Increment Financing Development District 2-1

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
ST. FRANCIS, MINNESOTA
HELD: December 7, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Anoka County, Minnesota, was duly called and held virtually through Zoom on Monday, the 7th day of December, 2020, at 6:00 o'clock p.m.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2020-50

**A RESOLUTION DECERTIFYING
TAX INCREMENT FINANCING REDEVELOPMENT DISTRICT NO. 2-1**

WHEREAS, on February 6, 2017, the City of St. Francis (the "City") established its Tax Increment Financing (Housing) District No. 2-1, (the "District"); and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.179 (the "TIF Act") authorizes the City Council to decertify a tax increment financing district on any date after all bonds and other obligations have been satisfied; and

WHEREAS, the City desires by this resolution to decertify the District effective December 31, 2020, by which all taxing jurisdictions will benefit from an increased tax base effective for taxes payable in 2021; and

WHEREAS, the City Council acknowledges such action will be taken by Anoka County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City after December 31, 2020.

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

1. The Finance Director is authorized and directed to provide Anoka County with documents related to decertification of the District, to submit the Confirmation of

Decertified TIF District form to the Office of the State Auditor and take any other steps required for decertification by December 31, 2020.

2. The Finance Director is authorized and directed to determine the amount of excess tax increment in the account for the District and to return all excess tax increment to Anoka County for redistribution to other taxing jurisdictions.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

APPROVED:

Steve Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF ST. FRANCIS

I, the undersigned, being the duly qualified and acting City Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the City Council of the City of St. Francis, Minnesota duly called and held, as such minutes relate to the decertification of Tax Increment Financing Redevelopment District No. 2-1.

WITNESS my hand this ____ day of _____, 2020.

Barbara I. Held City Clerk



**City Council
AGENDA REPORT**
Agenda Item #
9D

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Temporary Habitation Extension for 4953 Ambassador Blvd NW
DATE: December 7, 2020

OVERVIEW

Council reviewed a permit for temporary habitation on June 1, 2020. At that time the property owner had wished to live in campers onsite while he built his permanent home.

City Code specifically addresses temporary habitation and how it shall be processed by the City. Code identifies that temporary habitation shall not exceed 90 days. Upon the finding of substantial progress, the Building Official may extend the period of time for an additional 90 days. Any extensions beyond this point require Council approval.

The property owner has submitted the following request:

To whom it may concern,

My name is Jason Westrum and I am currently in the process of building my house at 4953 Ambassador Blvd NW. My family and I are still living in campers and I know our 180 day temporary habitat permit deadline is coming up December 1. I feel I am making good progress on the building of my home. I was hoping to get in the house before winter hits, unfortunately I will not be able to meet this deadline. I was hoping to get a short extension to allow me some more time to get the things finished which are required to obtain my CO. My electrical is close to being ready for a final inspection. All appliances are on site and will be hooked up the first week of December. We have our main bath toilet up and working as well as the sink. The shower will be ready by early next week. Per my conversation with Phil a month back, I will have all safety measures completed that will also be required to obtain my CO. I feel I am close to moving my family in. I please ask kindly to consider allowing my family to live in our campers through the month of December.

Thank you,
Jason Westrum.

Approval time frame:

Original Council Approval: June/July/August

Building Official Extension: September/October/November

Property owner is requesting an extension through the month of December. As staff has worked with the owner we recommend an extension to the end of January. This will provide time for him to complete the work and move the trailers. As we are encouraging this to be completed sooner than later we need to recognize there may be delays with holidays and weather and there are outstanding items to be addressed with building inspection requirements.

ITEMS TO BE DISCUSSED:

Council to consider an extension of the temporary habitation

- Property owner requesting until the end of December
- Staff recommends extension to the end of January



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9E

TO: Mayor & City Council

FROM: Todd Schwieger, Police Chief

SUBJECT: Roseville IT – Joint Powers Agreement

DATE: December 7th, 2020

OVERVIEW:

As previously discussed in March, Metro-INET or "Roseville IT" is beginning the transition into a Joint Powers Agreement. Cities were directed to bring the concept to Councils (as St. Francis discussed in March) and provide Roseville with general direction as to where the cities stand on the matter.

In addition, due to COVID19, many of the reoccurring meetings that were to take place among the Metro Inet group were canceled and a workgroup was set up.

To date, all but one of the Metro-INET group members have indicated intent to join the Joint Powers Organization. One is uncommitted at this time to review their other options.

As noted in the worksession in March, bringing IT services "in-house" with St. Francis employees would not be cost effective. Staff has been discussing other IT services. It is believed that other services could be retained but there is a major concern of transitioning – logistically, financially, and once transferred – the relationship would need to be long term as transitioning IT services should not be the norm.

The attached JPA Agreement is basically in FINAL FORM (to prevent 30+ city attorneys revising the agreement). Our City Attorney's Office has reviewed the agreement and is ok with it. Ultimately, all things considered, Staff would recommend joining the JPA. The level of services received for IT would be hard to surpass and technology issues are crippling when they occur.

ACTION TO BE CONSIDERED:

Motion to adopt the Joint Powers agreement for the establishment of the North East Metropolitan Area Municipal Internetworking Collaborative (Metro-INET)

Attachments:

*JPA Agreement
Voting Rights / Revenue Breakdown by member
Program Description
Transition Plan
March 2020 Worksession Information*

JOINT POWERS AGREEMENT
FOR THE ESTABLISHMENT OF
THE NORTH EAST METROPOLITAN AREA MUNICIPAL
INTERNETWORKING COLLABORATIVE, TO BE KNOWN AS
“METRO-INET”

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**JOINT POWERS AGREEMENT FOR THE ESTABLISHMENT OF
THE NORTH EAST METROPOLITAN AREA MUNICIPAL
INTERNETWORKING COLLABORATIVE**

The parties to this joint powers agreement ("JPA") are local governmental units ("LGUs") of the State of Minnesota authorized to enter into this JPA. This JPA is made and entered into pursuant to Minnesota Statutes, Section 471.59.

**ARTICLE I
GENERAL PURPOSE**

Section 1.1. Purpose. The general purpose of this JPA is to provide for an organization that the participating Members may jointly and cooperatively provide for the development and operation of IT Services for the use and benefit of the Members, and others. To the extent permitted by law, the Members will support the establishment of the IT Services and seek to expand the number of participating agencies either as Members or as non-Member LGUs receiving services from Metro-INET.

**ARTICLE II
DEFINITION OF TERMS**

Section 2.1. Definitions. The terms defined in this Article shall have the meanings given them for the purposes of this JPA.

Section 2.1.1. Metro-INET. "Metro-INET" means the "North East Metropolitan Area Municipal Internetworking Collaborative," the organization created by this JPA.

Section 2.1.2. IT Services. "IT Services" means the development, operation and maintenance of advanced internet networking and data services through ownership or lease of any and all systems, equipment, technology or means and methods necessary to provide competitive, up-to-date IT services to Members and non-Member LGUs.

Section 2.1.3. Board. "Board" means the Board of Directors of Metro-INET, consisting of one Director from each LGU participating as a Member of Metro-INET pursuant to this JPA.

Section 2.1.4. LGU. "LGU" means any city, township, independent public safety organization, watershed management organization, watershed district, cable commission or other political subdivision of the State of Minnesota that is qualified to enter into joint powers agreements as defined in Minnesota Statutes, Section 471.59, and as it may be amended from time to time.

Section 2.1.5. Member. "Member" means an LGU that enters into this JPA and is at the time involved, a Member in good standing.

Section 2.1.6. Associate. "Associate" means an LGU that is not a Member but has agreed to affiliate with Metro-INET in accordance with Article XI and other applicable JPA provisions.

178 **Section 2.1.7. Data.** “Data” means all information in digital form that can be transmitted
179 or processed.
180

181 **ARTICLE III** 182 **MEMBERSHIP**

183
184 **Section 3.1. Eligibility.** Any Minnesota LGU is eligible to be a Member of Metro-INET.
185

186 **Section 3.2. Execution of JPA and Payment of Member Charges.** An LGU desiring to
187 be a Member shall execute a copy of this JPA and shall pay all Member charges, prorated if
188 appropriate, under Article IX.
189

190 **Section 3.3. Initial Members.** The initial Members of Metro-INET shall be the City of
191 Roseville (“Roseville”) and those LGUs that are parties to a joint powers agreement or an
192 otherwise existing contractual arrangement for IT Services from Roseville, on or prior to
193 December 31, 2020. Upon the execution of this JPA by an initial Member, the clerk or other
194 corresponding officer shall file with the Roseville City Manager a copy of the executed JPA,
195 together with a certified copy of the authorizing resolution or other action. The resolution
196 authorizing the execution of this JPA shall also designate the Member’s Director and Alternate
197 Director (“Alternate”).
198

199 **Section 3.4 Transition of Initial Member IT Services Agreements.** Any joint powers
200 agreement or contract for IT Services between two or more Metro-INET Members that has not
201 been terminated prior to the Effective Date of this JPA shall be terminated by the affected parties
202 at the earliest possible date, without disrupting the delivery of IT Services to the affected parties.
203 After the Effective Date, any term of an earlier agreement for IT Services still in force shall be
204 interpreted not to conflict with this JPA, which shall supersede the earlier agreement if the earlier
205 agreement and this JPA cannot be reconciled. The Board shall have authority to take any action it
206 deems reasonable and prudent to facilitate the transition to Metro-INET by any initial Member,
207 including the creation of a committee authorized to assist affected parties in the termination of
208 earlier agreements and to seek Board approval of action necessary to facilitate the transition.
209

210 **Section 3.5. Effective Date.** This JPA shall become effective on January 1, 2021 [[or other
211 date agreed upon by the initial Members]] (“Effective Date”). Within thirty (30) days after the
212 Effective Date, the Roseville City Manager shall call the first meeting of the Board, which shall
213 be held not later than fifteen (15) days after the notice has been delivered to each Director and
214 Alternate.
215

216 **Section 3.6. New Members.** LGUs that do not qualify for initial membership under
217 Section 3.3 and seek to join Metro-INET shall be admitted by a vote of the Board as it determines
218 at its organizational meeting, or as soon thereafter as the Board may decide and adopt in the
219 bylaws.
220

221 **Section 3.7. Conditions of Membership.** The Board may impose additional conditions
222 upon the admission of new Members.
223

224 **Section 3.8. Appointment of Directors.** Directors and Alternates shall be appointed by
225 the Member governing body to serve until their successors are appointed and qualified. Directors
226 shall be the chief administrative officer of the Member.
227

228 **ARTICLE IV** 229 **BOARD OF DIRECTORS** 230

231 **Section 4.1. Governing Body.** Metro-INET shall be governed by a Board of Directors
232 consisting of a Director and Alternate from each Member. At the organizational meeting and
233 annually thereafter, the Board shall elect an executive committee that may advise or act for the
234 Board as the Board may delegate to the executive committee as necessary, upon meetings duly
235 called, as provided in Article VIII.
236

237 **Section 4.2. Appointment of Alternate Directors.** Each Member shall appoint one
238 Alternate to the Director. The Alternate shall be entitled to attend all meetings of the Board and
239 may vote in the absence of the Director.
240

241 **Section 4.3. No Proxy Voting.** There shall be no voting by proxy. All votes must be cast
242 in person at Board meetings by the Director or Alternate, unless the meeting is duly conducted in
243 accordance with Minnesota Statutes, Sections 13D.02 (interactive TV) or 13D.021 (telephone or
244 other electronic means allowed if health pandemic or emergency).
245

246 **Section 4.4. Notice of Change of Director or Alternate Director.** When the Member
247 changes its designated Director or Alternate the Member shall provide written notice to Metro-
248 INET with the name, email address and mailing address of the person so appointed.
249

250 **Section 4.5. Compensation of Directors and Alternate Directors.** Directors and
251 Alternates shall serve without compensation from Metro-INET, but it shall not prevent a Member
252 from providing compensation for its Director or Alternate if such compensation is lawfully
253 authorized by such Member.
254

255 **Section 4.6. Number of Votes Held by Directors.** Unless otherwise expressly provided
256 herein, each Director shall have the number of votes equivalent to the Member's share of Metro-
257 INET's annual budget, as established by the Board and calculated as follows: Each Member's
258 percentage share of Metro-INET's annual budget shall be determined by Member use of Metro-
259 INET IT Services. Said Member share shall be rounded up to the nearest whole number, and that
260 number shall be the Member's total number of votes in any vote of the Board. Members shall have
261 at least one vote. The number of votes for initial Members, and the total votes of the Directors for
262 the initial Board, shall be as set forth in the attached Exhibit A, and is subject to change annually
263 with the addition or subtraction of Members. The number of votes for each Director shall be
264 recalculated annually upon the adoption by the Board of the next fiscal year budget. Upon the
265 addition of a new Member, the Board shall estimate the new Member's share of Metro-INET's
266 annual budget for the period prior to adoption of the succeeding year's budget and assign the
267 proportionate number of votes to the new Member for the remainder of that fiscal year. The number
268 of votes of existing Members shall not change during the year that new Member or Members join
269 Metro-INET.

270 **Section 4.7. Quorum.** The presence of at least ten (10) Directors of Members in good
271 standing at a regular or special meeting shall constitute a quorum of the Board allowing it to
272 transact business, provided that the ten Directors hold at least a majority of the total Member votes.
273

274 **Section 4.8. Motions.** A majority of the Member vote totals represented by those Directors
275 present at a meeting is required to pass all motions, unless a greater majority is provided in this
276 JPA.
277

278 **Section 4.9. Suspension of Vote.** A Director, or Alternate shall not be eligible to vote
279 during the time the Member they represent has been notified by Metro-INET that it is in default
280 on any required assessment, contract or other contribution to Metro-INET or regarding security
281 breaches or other acts deemed by the Board to materially impair the quality of IT Services provided
282 by Metro-INET. During the existence of such default, the vote(s) of such Member shall not be
283 counted for the purposes of a meeting quorum or majority on a Board meeting vote. If a Member
284 remains in default for a period of more than forty-five (45) days after written notice on failure to
285 pay any billing from Metro-INET or notice of other default referenced above, the Board may act
286 to terminate the Member from Metro-INET by a majority vote of the Board at a regular meeting
287 or special meeting called for that purpose.
288

289 **Section 4.10. Bylaws.** At the Metro-INET organizational meeting the Board shall adopt
290 bylaws governing its procedures, including but not limited to, the time, place and frequency of its
291 regular meetings or procedures and voting majorities required for certain votes. Such bylaws may
292 be amended from time to time pursuant to Section 4.8 of this JPA.
293

294 **Section 4.11. Remuneration of Director or Alternate Expenses.** The Board shall have no
295 obligation to pay remuneration of Director or Alternate expenses, which shall be subject to the policies of
296 Member appointing them. The Board may, however, in its sole discretion, pay the reasonable and
297 necessary expenses of officers, Directors and Alternates incurred in connection with special duties
298 they undertake on behalf of Metro-INET, but such reimbursement shall not include the expenses
299 incurred solely for attending meetings of Metro-INET within the seven-county Twin Cities
300 metropolitan area.
301

302 **Section 4.12. Removal of Directors.** Any Director or Alternate shall be subject to removal
303 by the governing body of the Member.
304

305 **Section 4.13. Director Vacancies.** A vacancy on the Board shall be promptly filled by the
306 governing body of the Member whose position on the Board is vacant.
307

308
309 **ARTICLE V**
310 **MEETINGS AND OFFICERS**
311

312 **Section 5.1. Special Meetings.** Special meetings of the Board may be called: (a) by the
313 chair; (b) by the executive committee; or (c) upon the written request of a majority of the Directors.
314 Subject to an emergency exception, as defined by statute, at least three (3) days' written notice of

special meetings shall be published and given to all Directors and Alternates. Such notice shall include the agenda for the special meeting and the time, date and location of the meeting.

Section 5.2. Regular Meetings. The specific date, time and location of regular meetings of the Board shall be determined by the Board as provided in the Bylaws. The Board shall be required to meet at least four (4) times a year. Its regular meetings shall be held on the dates and at times of each January, April, July and October as determined by the Board at the October meeting and duly published to establish the four regular meetings.

Section 5.3. Notice of Regular Meetings. Notice of regular meetings of the Board shall be given to the Directors and Alternates by the secretary at least fifteen (15) days in advance of the meeting and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 5.4. Public Meetings. Meetings of the Board and of the executive committee shall be considered "public" meetings. Notices, agendas, and schedules of such meetings shall be given, maintained and distributed pursuant to the Open Meeting Law, Minnesota Statutes, Section 13D.01, et seq.

Section 5.5. Officers. The officers of the Board shall consist of the chair, vice-chair, secretary and two (2) officers-at-large, who shall be elected by the Directors at the initial meeting of the Board. The chair and vice-chair shall be elected to three-year (3) terms, commencing at the initial meeting of the Board and every three (3) years thereafter. The secretary shall be elected to a two-year (2) term, commencing at the initial meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The officers-at-large shall be elected to a one-year (1) term, commencing at the initial meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The intent of the election of officers is to ultimately establish three-year (3), staggered terms of officers with the chair and vice-chair being elected in the same year. Other than the initial meeting of the Board, new officers shall take office at the adjournment of the meeting of the Board at which they are elected.

Section 5.6. Chair and Vice Chair. The chair shall preside at all meetings of the Board and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5.7. Secretary. The secretary shall be responsible for keeping a record of all of the proceedings of the Board and the executive committee.

Section 5.8. Officer Vacancies. A vacancy shall immediately occur in the office of any officer upon his or her resignation, death or upon ceasing to be an employee of the Member. Upon a vacancy occurring in any office, the Alternate shall serve until the Member appoints a new Director.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers and Duties. The powers and duties of the Board shall include the powers set forth in this Article.

Section 6.2. General Purpose. The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including, but not limited to, the establishment of data processing and information systems, engaging in the development and implementation of the necessary programs therefor, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the Members and for others. Any of the foregoing activities, or any other activities authorized by the JPA, may be accomplished by entering into contracts, leases or other agreements with others, whenever the Board shall deem this to be advisable.

Section 6.3. Governance. The Board shall have full supervisory control and management of the affairs of Metro-INET including the power to make contracts as it deems necessary to make effective any power to be exercised by Metro-INET pursuant to this JPA; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel with a Member or Members or with others.

Section 6.4. Membership Dues. The Board may establish and collect membership dues.

Section 6.5. Service Charges. The Board may establish and collect charges for its services to Members and to others.

Section 6.6. Gifts, Loans and Grants. The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Section 6.7. Annual Audit. The Board shall cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.

Section 6.8. Annual Budget. The Board shall establish the annual budget for the organization as provided in this JPA.

403 **Section 6.9. Delegation to Executive Committee.** The Board may delegate authority to
404 the executive committee of the Board, between Board meetings. Such delegation of authority shall
405 be by resolution of the Board and may be conditioned in such manner as the Board may determine.
406

407 **Section 6.10. Accumulation and Maintenance of Capital.** The Board may accumulate
408 and maintain reasonable working capital reserves and may invest and reinvest funds not currently
409 needed for the purposes of the organization. Such investment and reinvestment shall be in
410 accordance with and subject to the laws applicable to the investment of city funds.
411

412 **Section 6.11. Data, Data Processing and Management Information Systems.** The
413 Board shall make Metro-INET data processing and management information systems available to
414 its Members, subject to reasonable charges for the development and processing thereof. Metro-
415 INET shall not own Member Data, which shall be returned to the Member upon its withdrawal
416 made pursuant to this JPA or upon dissolution.
417

418 **Section 6.12. PERA.** The Board may provide for any of its employees to be members of
419 the Public Employees Retirement Association and may make any required employer contributions
420 to that organization and any other employer contributions which municipalities are authorized or
421 required by law to make.
422

423 **Section 6.13. Necessary and Incidental Powers.** The Board may exercise any other power
424 necessary and incidental to the implementation of its aforementioned powers and duties.
425

426 **ARTICLE VII** 427 **FISCAL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR** 428

429 **Section 7.1. Fiscal and Operations Agent.** The Board shall designate a Member to serve
430 as the fiscal and operations agent of Metro-INET ("Fiscal Agent"). The Fiscal Agent shall provide
431 services as set forth in the JPA and on additional matters as may be determined by the Board
432 through authorization for services by contract with Metro-INET. The Fiscal Agent shall be
433 responsible for management of all of Metro-INET's funds, for the keeping and storing of Metro-
434 INET's financial records, recommending to the Board and maintaining adequate insurance
435 coverage of Metro-INET consistent with municipal liability limitations under Minnesota law, and
436 to provide for the annual financial audit and accounting of all Metro-INET related activities. The
437 Fiscal Agent shall be responsible for collecting and preserving all Metro-INET records and data
438 pursuant to the requirements of the Minnesota Government Data Practices Act, Minnesota
439 Statutes, Chapter 13. The Fiscal Agent shall post a fidelity bond or other insurance against loss of
440 organization funds in an amount approved by the Board, at the expense of Metro-INET.
441

442 **Section 7.2. Executive Director.** The Board shall hire an executive director to be
443 responsible for the management of the day-to-day operations of Metro-INET, executing the policy
444 directives of the Board, including, the power to implement contracts authorized by the Board, the
445 prosecution and defense or other participation in actions or proceedings in law; to employ
446 personnel or retain as consultants such persons as he or she may deem necessary to carry out
447 Metro-INET functions; to conduct such research and investigation as necessary on any matter
448 related to or affecting the general purposes of Metro-INET; to manage real and personal property

449 acquired by Metro-INET; and to investigate, advise the Board regarding contracts for space,
450 materials, supplies and personnel either with a Member or Members or with third parties and
451 coordinating with Members for the implementation of internet connection, system maintenance
452 and data processing. The executive director shall prepare a report to the Board regarding the
453 operations of Metro-INET for each quarterly and annual meeting of the Board.

454
455 **Section 7.3. Term of Executive Director.** The executive director shall serve for an
456 indefinite period as defined by the contract, which may be terminated and the director removed by
457 a vote of a two-thirds majority of the total votes of the Board.

458 **ARTICLE VIII**

459 **EXECUTIVE COMMITTEE**

460
461
462 **Section 8.1. Membership of Executive Committee.** The Board shall establish an
463 executive committee consisting of five (5) voting members. Its members shall consist of the five
464 (5) officers of the Board as defined in Article V, Section 5.5. The Fiscal Agent and Executive
465 Director shall serve as *ex officio* members of the executive committee in an advisory and non-
466 voting capacity.

467
468 **Section 8.2. Bylaws of Executive Committee.** The executive committee may adopt
469 bylaws governing its own procedures, which shall be subject to this JPA, the bylaws of the Board,
470 and any resolutions or other directives of the Board.

471 **Section 8.3. Quorum.** Three (3) members of the executive committee shall constitute a
472 quorum and a majority of the executive committee members present at a meeting where a quorum
473 exists may act, notwithstanding the number of votes held by each member in accordance with
474 Article IV, Section 4.6.

475 **Section 8.4. Regular Meetings.** The specific date, time and location of regular meetings
476 of the executive committee shall be determined by the executive committee. The executive
477 committee shall meet at least four (4) times a year. Notice of regular meetings of the executive
478 committee shall be given to the members of the executive committee and the executive director at
479 least seven (7) days in advance and the agenda for such meetings shall accompany the notice.

480 **Section 8.5. Special Meetings.** Special meetings of the executive committee may be called
481 by the chair or upon the call of any two other members of the executive committee. The date, time
482 and location of the special meeting shall be fixed by the person or persons calling it. At least three
483 (3) days advance written notice of such special meeting shall be given to all members of the
484 executive committee by the person or persons calling the meeting.

485
486 **Section 8.6. Notice of Meetings.** Pursuant to the Open Meeting Law, all meetings of the
487 executive committee shall be noticed and published at least three (3) days prior to the meeting.

488
489 **Section 8.7. Duties and Responsibilities.** The executive committee shall have the
490 following duties and responsibilities: (a) to exercise the powers and perform the duties delegated
491 to it by the Board and subject to such conditions and limitations as may be imposed by the Board;
492 (b) to cause to be prepared a proposed annual budget each year which shall be submitted to the

Board at least thirty (30) days before the annual meeting for the Board's review and ratification; and (c) to present a full report of its activities at each regular meeting of the Board.

Section 8.8. Preparation and Modification of Charges. The executive committee shall have the responsibility to prepare and modify charges for the use of the programs and facilities of Metro-INET, both as to Members and non-members, subject to Board approval.

ARTICLE IX FINANCIAL MATTERS

Section 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.

Section 9.2. Adoption of Annual Budget. The annual budget of Metro-INET must be adopted in the following manner:

- (a) prior to May 1 the Board will supply each member with a proposed preliminary budget for the coming fiscal year;
- (b) prior to the meeting of the Board in July the Board will supply each Member with a proposed budget adjusted for withdrawal notifications received pursuant to Article XI;
- (c) the annual budget for the coming fiscal year shall be adopted at the July Board meeting.

Promptly after adoption of the budget, the Board must mail copies of the budget to the chief administrative officer of each Member. Upon adoption of the budget each Member is obligated to Metro-INET for the budgeted revenues and cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with this Article.

Section 9.3. Cost Sharing Charges. The Board shall have authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of the organization. The Board shall notify the chief administrative officer of each Member of the amounts of such charges, on or before May 1 of each year. The Board shall prepare, and may amend, a document setting forth the cost sharing charges and policies for Members and rates for services provided to non-members. Such document(s) and policies shall be made available to Members for review and comment upon request.

Section 9.4. Invoices to Members. Invoices for all charges shall be sent to the Members by the Fiscal Agent and shall be due when rendered. Any Member whose charges have not been paid within forty-five (45) days after the date of the invoice may be declared in default by the Board or executive committee and shall not be entitled to further voting privileges nor to have its Director hold any office nor to use any Metro-INET facilities or programs until such time as the default is cured and Metro-INET has been paid in full. Additionally, in the event that such charges have not been paid within forty-five (45) days of the date of the invoice, and such default remains uncured after a reasonable time following notice to cure, the membership of such Member may be

terminated by a majority vote of the Board. In the event of a dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice with respect to the Member's right to dispute the amount of the charge and to pursue any legal remedies available to it.

Section 9.5. Classification of Cost Sharing Charges. The charges to the Members of Metro-INET shall be divided, for cost sharing purposes, into three different classes, as further described in Attachment A to this JPA and incorporated herein:

- (a) Core Services ("*Class 1 Charges*"). Class 1 Charges shall cover all of Metro-INET's general administrative and operational expenses for core services in having a member participate as a domain member of Metro-INET. Core services are generally defined as services provided by Metro-INET that provides IT support to the Member and its employees to conduct the Member's business. These core services may change over time upon Board approval based on different needs of Members. Changes in the delivery of Class 1 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 1 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 1 Charges shall be prorated to new Members and not retroactively applied to them.
- (b) Supplemental Services ("*Class 2 Charges*"). Class 2 Charges shall cover the costs of design and development of computer programs and systems and other capital costs for services requested by the Member. Supplemental services are generally defined as services provided by Metro-INET at the request of the Member to meet its specific needs. These supplemental services may change over time upon Board approval based on different needs of Members and changes in the delivery of such services. Class 2 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 2 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 2 Charges shall not be retroactively applied to new Members.
- (c) Necessary Additional Charges ("*Class 3 Charges*"). Class 3 Charges shall cover the costs of system operation and maintenance in serving non-members, on an "as requested" basis as determined by the Board when it deems such charges necessary. The amount of such charges that are applicable to each non-member shall be determined by the Board. The amount of the charges shall cover all costs incurred by Metro-INET in providing these services to the non-member. The Board shall have authority to negotiate and enter into contracts with non-members receiving Class 3 Charges.

Section 9.6. Special Financial Assistance from Members. It is anticipated that certain Members may be in a position to extend special financial assistance to Metro-INET in the form of grants, or other in-kind payments including use of facilities or other infrastructure deemed beneficial to Metro-INET. The Board shall credit any such in-kind payment against any charges

which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges which have been made or in the future may be made against one or more specified Members.

Section 9.7. Expenditures. Board funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by cities. Orders, checks, drafts and other legal instruments shall be signed by the chair or vice-chair and countersigned by the secretary or such other person as shall be designated by the Board.

Section 9.8. Contracts. Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota cities.

ARTICLE X WITHDRAWAL

Section 10.1. Notice of Withdrawal. Any Member may at any time prior to June 1 of a given year, give written notice of withdrawal from Metro-INET. Written notice of withdrawal submitted prior to June 1 shall be a timely withdrawal and the Member shall not be responsible for its share of the next year's budget not already made the obligation of the Member by a prior, multi-year budget commitment approved by the Board. The withdrawing Member's financial obligation prior to withdrawal upon timely notice will be based on the Charge 1, 2 and 3 Charges outstanding for the remainder of the calendar year and additional years for which the Board committed Metro-INET to such financial obligation while the Member was with Metro-INET as a Member. In such case the Member shall be responsible for the net present value of its a pro rata share of such commitment. Written notice of withdrawal after June 1, shall be untimely for purposes of withdrawal prior to the next calendar year but shall serve as notice for withdrawal effective the year following. A Member's nonpayment of charges as set forth herein or its failure to comply with Metro-INET operational security requirements or other policy prescribed by the Board, without cure after written notice and a reasonable time to cure, shall constitute the Member's notice of withdrawal from Metro-INET as determined by the Board pursuant to Section 4.8 at a regular or special meeting. All Member withdrawals shall take effect at the end of the applicable fiscal year, unless otherwise provided by the Board.

Section 10.2. Claim to Assets upon Withdrawal. A Member's withdrawal from Metro-INET at a time when such withdrawal does not result in dissolution of the organization shall forfeit the Member's claim to any assets of the organization except that it shall have access to any software developed for its use while it was a Member in accordance with and subject to the provisions of Article XIII, Section 13.5(b).

Section 10.3. Financial Obligations upon Withdrawal. Upon withdrawal the Member shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 Charges; (2) for its share of Class 1 Charges to the effective date of withdrawal; (3) for its share of any Class 3 Charges to the effective date of withdrawal; and (4) for any contractual obligations it has separately incurred with Metro-INET.

629 **Section 10.4. Financial Obligations prior to Withdrawal.** A Member who has not given
630 notice of withdrawal on or before June 1 of a given year is obligated for the budgeted revenues
631 and the cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with
632 Article IX.

633
634 **ARTICLE XI**
635 **ASSOCIATES**

636
637 **Section 11.1. Associates.** It is understood that certain LGUs may desire to enter into a
638 contractual arrangement with Metro-INET for limited IT Services. Such LGUs may affiliate with
639 Metro-INET as "Associates."

640
641 **Section 11.2. Admission of Associates.** An LGU desiring to become an Associate may do
642 so in the same manner as is applicable to becoming a Member, except as otherwise provided in
643 this Article.

644
645 **Section 11.3. Confirmation of Associate Status.** At the time of joining Metro-INET as
646 an Associate, the LGU shall indicate in writing that it is not joining as a Member but as an
647 Associate.

648
649 **Section 11.4. Appointment of Director and Alternate Director.** An Associate may
650 appoint a Director and an Alternate Director to the Board but such Director (or Alternate) shall be
651 without voting power, shall not be eligible to serve as an officer and shall not be counted for
652 quorum purposes.

653
654 **Section 11.5. Charges.** The Board shall establish the charges to be paid by Associates and
655 for that purpose it may classify Associates in accordance with their varying circumstances.

656
657 **Section 11.6. Application to Become a Member.** An Associate may apply for
658 membership status and become a Member upon the requisite vote as required in Article III, Section
659 3.5.

660
661 **Section 11.7. Notice of Withdrawal as Associate.** An Associate may discontinue its
662 association with Metro-INET at any time by giving written notice of withdrawal to the secretary.
663 Withdrawal shall not relieve such withdrawing Associate from its obligation to pay any charges
664 which the Associate has incurred up to the time of withdrawal.

665
666 **ARTICLE XII**
667 **DISSOLUTION**

668
669 **Section 12.1. Dissolution.** Metro-INET shall be dissolved whenever: (1) the total number
670 of remaining Members is less than five; or (2) by two-thirds of the votes represented by all
671 Members of the Board.

673 **Section 12.2. Effectuation of Dissolution.** In the event of dissolution, the Board shall
674 determine the measures necessary to effectuate the dissolution and shall provide for the taking of
675 such measures as promptly as circumstances permit and subject to the provisions of this JPA.
676

677 **Section 12.3. Distribution of Assets and Payment of Outstanding Obligations.** Upon
678 dissolution, the remaining assets of Metro-INET and payment of all of its outstanding obligations,
679 the remaining assets of Metro-INET shall be distributed among the then existing Members in
680 proportion to their contributions, as determined by the Board.
681

682 **Section 12.4. Allocation of Deficit.** If, upon dissolution, there is an organizational deficit,
683 such deficit shall be charged to and paid by the Members on a pro rata basis, based upon the Class
684 1 and 2 Charges incurred by such Members during the two years preceding the event which gave
685 rise to the dissolution.
686

687 **Section 12.5. Distribution of Computer Software.** In the event of dissolution the
688 following provisions shall govern the distribution of computer software owned by or licensed to
689 Metro-INET:
690

- 691 (a) All such software shall be an asset of Metro-INET.
- 692
- 693 (b) A Member or former Member may use (but may not authorize reuse by others) any
694 software developed during its membership upon (1) paying any unpaid sums due
695 Metro-INET; (2) paying the costs of taking such software; and (3) complying with
696 reasonable rules and regulations of the Board relating to the taking and use of such
697 software. Such rules and regulations may include a reasonable time within which
698 such software must be taken by any Member or former Member desiring to do so.
699

700 **ARTICLE XIII** 701 **INDEMNIFICATION**

702
703 **Section 13.1. Cooperative Activity of Single Governmental Unit.** Metro-INET shall be
704 considered a separate and distinct public entity to which the Members have transferred all
705 responsibility and control for actions taken pursuant to this JPA. To the fullest extent permitted by
706 law, actions by the Members pursuant to this JPA are intended to be and shall be construed as a
707 “cooperative activity” and it is the intent of the Members that they shall be deemed a “single
708 governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59,
709 subdivision 1a (a); provided further that for purposes of that statute, each Member expressly
710 declines responsibility for the acts or omissions of the other party. The Members are not liable for
711 the acts or omissions of the other Members except to the extent to which they have agreed in
712 writing to be responsible.

713 **Section 13.2. Indemnification.** Metro-INET shall defend, indemnify and hold harmless
714 the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out
715 of action or inaction of the Board, its Directors or Alternates, the Fiscal Agent, the executive
716 director and other employees or agents of Metro-INET pursuant to this JPA. Metro-INET shall
717 defend and indemnify the employees of any Member acting pursuant to the JPA except for any act
718 or omission for which the Member’s employee is guilty of malfeasance, willful neglect of duty or

bad faith. A Member shall defend, indemnify and hold harmless Metro-INET against all claims, losses, liabilities, suits, judgments, costs, and expenses arising out of action or inaction of the Member regarding the Member's Data. This JPA to defend and indemnify does not constitute a waiver by Metro-INET or any Member of the limitations on liability provided by Minnesota Statutes, Chapter 466.

ARTICLE XIV AMENDMENT

Section 14.1. Amendment of JPA. This JPA sets forth all understandings of the Members. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this JPA, are merged into and superseded by this written JPA. No modification or amendment to the JPA shall be binding unless all Members agree in writing to the proposed change or amendment.

ARTICLE XV MISCELLANEOUS

Section 15.1. Data Practices. The Members agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained or disseminated by Metro-INET. If a Member receives a request to release the data referred to in this section, it must immediately notify the executive director. The executive director will give the Member who has received the data request instructions concerning the release of the data to the requester before the data is released.

Section 15.2. Audit. The books, records and documents relevant to this JPA are subject to audit by the Members and the State of Minnesota at reasonable times upon written notice.

Section 15.3. Counterparts. This JPA may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 15.4. Headings. The subject headings of the sections and subsections of the JPA are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

Section 15.5. Severability. In case any one or more of the provisions of this JPA shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this JPA will not in any way be affected or impaired thereby.

Section 15.6. Applicable Law. This JPA shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this JPA shall be heard in Minnesota state district or courts with the venue being in Ramsey County, and the Members waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

ARTICLE XVI
DURATION

Section 16.1. Term. This JPA shall continue in effect indefinitely until terminated in accordance with its terms.

DRAFT

IN WITNESS WHEREOF, the undersigned local governmental unit has caused this JPA
to be signed and delivered on its behalf.

(Name of LGU)

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 20____.

	2021 Member Budget	\$ 3,559,694	Budget Share	RoundUp	Votes
AH	Arden Hills	\$ 81,645	2.29%	3.00%	3
ANO	Anoka	\$ 310,909	8.73%	9.00%	9
BV	Birchwood Village	\$ 8,312	0.23%	1.00%	1
CCW	Coon Creek Watershed	\$ 39,980	1.12%	2.00%	2
CFD	Centennial Fire	\$ 17,234	0.48%	1.00%	1
CLPD	Centennial Lakes Police	\$ 54,333	1.53%	2.00%	2
CP	Circle Pines	\$ 50,772	1.43%	2.00%	2
CV	Centerville	\$ 28,549	0.80%	1.00%	1
EB	East Bethel	\$ 52,794	1.48%	2.00%	2
FH	Falcon Heights	\$ 48,511	1.36%	2.00%	2
FL	Forest Lake	\$ 171,330	4.81%	5.00%	5
GL	Gem Lake	\$ 5,786	0.16%	1.00%	1
HL	Ham Lake	\$ 54,323	1.53%	2.00%	2
HUGO	Hugo	\$ 86,070	2.42%	3.00%	3
LAU	Lauderdale	\$ 19,598	0.55%	1.00%	1
LC	Little Canada	\$ 63,805	1.79%	2.00%	2
LCFD	Little Canada Fire	\$ 12,688	0.36%	1.00%	1
LE	Lake Elmo	\$ 80,407	2.26%	3.00%	3
LEX	Lexington	\$ 29,125	0.82%	1.00%	1
LJFD	Lake Johanna Fire	\$ 41,667	1.17%	2.00%	2
LL	Lino Lakes	\$ 218,604	6.14%	7.00%	7
MAH	Mahtomedi	\$ 56,521	1.59%	2.00%	2
MV	Mounds View	\$ 160,718	4.51%	5.00%	5
MW	Maplewood	\$ 69,006	1.94%	2.00%	2
MWMO	Mississippi Watershed	\$ 47,877	1.34%	2.00%	2
NO	North Oaks	\$ 20,139	0.57%	1.00%	1
NSP	North St. Paul	\$ 222,401	6.25%	7.00%	7
OAK	Oakdale	\$ 264,286	7.42%	8.00%	8
RV	Roseville	\$ 678,842	19.07%	20.00%	20
RW	RWMWD	\$ 59,505	1.67%	2.00%	2
SA	Saint Anthony	\$ 186,022	5.23%	6.00%	6
STF	Saint Francis	\$ 132,379	3.72%	4.00%	4
VH	Vadnais Heights	\$ 115,580	3.25%	4.00%	4
VLM	Vadnais Lakes Watershed	\$ 14,447	0.41%	1.00%	1
WBT	White Bear Twp	\$ 55,529	1.56%	2.00%	2
		\$ 3,559,694			

Total 119
 Needed to Pass 60

Metro I-NET Program Description

Code	Program Name	Description
Core Services		
A1	USER SUPPORT	Personnel, operating costs, associated software and licensing
A2	COMPUTER SUPPORT	Personnel, software and licensing associated with computer deployment, software distribution and maintenance
A3	EXCHANGE EMAIL SUPPORT	Microsoft Exchange email support, client access licensing, email filtering, archiving, and associated server costs
A4	WINDOWS SERVER SUPPORT	Microsoft server operating system support, licensing, updates, and application support
A5	NETWORK SYSTEM SUPPORT	Network support and configuration of switches, routers, firewalls, and other misc. network equipment
A6	LAN/WAN	Metro I-NET shared network equipment, fiber leases/locates, denial of service protection, and internet access
Supplemental Services		
V01	CISCO TELEPHONY	Cisco phones, call manager, voicemail, jabber, and associated hardware/licensing
S01	ADOBE SUBSCRIPTIONS	Adobe licensing and support
S02	MOBILITY SERVICES	Remote computer access - Netmotion, Remote Desktop, Splashtop, and/or Anyconnect
S03	OPEN PROGRAM	
S04	LASERFICHE	Laserfiche licensing, support, and server costs
S05	MILESTONE VMS	Milestone Camera/VMS licensing, support, and server costs
S06	ARBITRATOR VPU/BWC	Arbitrator squad/body camera video licensing, support, and server costs
S07	FACILITY WI-FI	Cisco wireless controllers, support, and access point licensing
S08	vSAN	Server virtualization hardware and software, backup servers, tape libraries, and associated licensing/support
S09	S2 CARD ACCESS	S2 card access / door controller software and support
S10	CISCO SMARTNET	Advanced Cisco support on individual agency network equipment
S11	FIBER MAINTENANCE	Fiber locates and maintenance on individual agency fiber connectivity
S12	OPEN PROGRAM	
S13	LETG RMS	LETG RMS (Police) shared server, storage, support, and licensing

TRANSITION PLAN FOR METRO I-NET

This plan is created to guide the transition from City of Roseville Metro I-Net (RMI) to Metro I-Net Joint Powers Authority (MIJPA)

Purpose of transition plan

- Allow for orderly transition of operations, personnel, and assets from RMI to MIJPA
- Identify transition costs
- Create a measured pace of transition to allow for comfort of existing RMI employees and RMI agencies

Given where we find ourselves here in 2020, during the COVID pandemic, this transition plan is underpinned by the following milestones:

- In 2020, the framework and costs of the new MIJPA will be established and agreed upon by the RMI agencies.
- In 2021, the MIJPA as an entity will be established, the MIJPA Board will be elected and begin to meet, and the MIJPA Executive Director will be hired and begin to create an institutional framework for the MIJPA
- In 2022, all assets and personnel will be assigned to the MIJPA

TIMELINE FOR WORK FOR 2020 (MIJPA CREATION)

Summary: The working group will finalize the draft joint powers agreement and send it out for review by agency managers and their legal counsels. Metro I-Net members are expected to approve the JPA by the end of the year.

The City of Roseville, in conjunction with RMI staff will identify costs to service MIJPA during the interim period of the transition in 2021 and begin the process of identifying costs for transferring assets from RMI to MIJPA

DETAILS OF 2020 WORK PLAN

METRO I-NET WORKING GROUP

In 2020, the Metro I-Net Working Group will do the following:

- Approve JPA transition plan
- Review draft Joint Powers Agreement
- Finalize language with Attorney Strommen
- Review JPA transition costs for 2021
- Identify long-term cost estimates for administrative/financial/legal services for MIJPA
- Provide member agencies an estimate of costs for the transition and final implementation of the MIJPA
- Assist in getting approval of JPA by all member agencies

CITY OF ROSEVILLE/ROSEVILLE METRO I-NET

In 2020, the City of Roseville/Roseville Metro I-Net will do the following:

- Identify costs to serve MIJPA during the transition
- Identify costs for transferring assets to MIJPA
- Assist the working group in identifying long-term costs for administrative/financial/legal services for MIJPA
- Assist in getting approval of JPA by all member agencies

METRO I-NET MEMBER AGENCIES

In 2020, the Roseville Metro I-Net member agencies will do the following:

- Review the draft Metro I-Net joint powers agreement
- Secure approval of JPA from governing bodies

TIMELINE FOR WORK FOR 2021(MIJPA TRANSITION)

Summary: Upon approval of the joint powers agreement by all member agencies, the MIJPA will officially incorporate. Per the joint powers agreement, the board of the directors for the MIJPA will convene and elect officers. Once constituted, the MIJPA Board officers will be elected and consider agreements to cover the transition period (defined as calendar year 2021) for legal, administrative and financial services. The Board will also recruit and hire the Metro I-Net Executive Director (MIED). Once hired, the MIED will begin drafting organizational policies and determine longer term legal, HR/Administrative, and financial services as well as determining and securing space needs.

In order to allow for an orderly transition in employees receiving wages and benefits and to ensure minimal disruption to member agency services, Metro I-Net employees will remain employees of the City of Roseville during 2021.

DETAILS OF 2021 WORK PLAN

METRO I-NET BOARD

- Incorporate Metro I-Net as a joint powers authority
- Hold first board business meeting
 - Elect Chair and other officers
 - Enter into agreements for interim period of 2021
 - Legal
 - HR/Admin
 - Financial
- Begin recruitment and hire Metro I-Net Executive Director (MIED)
- Enter into agreement with City of Roseville regarding management of Roseville Metro I-Net employees by Metro I-Net Executive Director during interim period
- Carry out board business as described in joint powers agreement, including setting a 2022 budget.

METRO I-NET EXECUTIVE DIRECTOR

- MIED is sole employee of MIJPA
- MIED focuses on administrative duties
 - Organizational policies
 - Service Contracts
 - Legal
 - Administrative/HR
 - Financial/Payroll
 - Determining space needs and securing space

CITY OF ROSEVILLE/ROSEVILLE METRO I-NET

- Provide administrative/HR/financial services to MIJPA
- Enter into agreement with MIJPA regarding management of Roseville Metro I-Net employees by Metro I-Net Executive Director during interim period
- Assist in transition of RMI assets and employees to MIJPA employees at the start of 2022

MIJPA TRANSITION COMPLETE – JANUARY 2022



**City Council
AGENDA REPORT
Agenda Item #
2**

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Metro-Inet JPA
DATE: March 4th, 2020

OVERVIEW

Staff has been attending Metro-Inet member meetings the last few months. In short, the City of Roseville is effectively the organization that operates, conducts personnel, and holds liability for the Metro-Inet organization which consists of approximately 35 member organizations.

In short, the City of Roseville wants to move away from being the primary organization with all of this responsibility. Therefore, there is movement to spearhead creating a Joint Powers Organizations. At this time, each organization was directed to provide feedback on their willingness to be part of a JPA for Metro-Inet.

In short, here is Staff's position:

- 1) Metro-Inet provides top level IT services that involve Police, Public Works, Liquor Store transactions, Administration, software, hardware, remote access, email, data collection and storing, etc.
- 2) It is not feasible to bring IT "in-house" for the \$124,000 the City pays now.
- 3) It is uncertain as to the process of transitioning to a different outside IT service (generally acknowledged as a long and difficult process).
- 4) If St Francis were to consider leaving – who would spearhead this? No one on staff has any expertise in this area to the level required.
- 5) Staff views joining the JPA – assuming many other organizations do, as the most practical move for the City and least disruptive.



Attachments:

- 1) Memo from the Roseville City Manager
- 2) Current Budget breakdown for Metro-Inet
- 3) Potential funding breakdowns if current members disband
- 4) Budget to voting rights for JPA breakdown
- 5) Powerpoint on the potential JPA
- 6) Overview of Metro-Inet services

Item for direction:

Provide Staff direction on desire to stay within the Metro-Inet organization and pursuit of a potential JPA.



City Manager's Office

Memo

To: Metro I-Net Members
cc: Pete Bauer & Jason Swalley, Metro I-Net
From: Patrick Trudgeon, Roseville City Manager
Date: February 13, 2020
Re: Metro I-Net Discussion Points

Metro I-Net originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro I-Net has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.

Not only has the number of Metro I-Net members grown, each member agency's needs have grown exponentially. Some examples in recent years include the deployment of laser fiche, remote computer access, electronic door access, wireless access points, as well as body cam support for law enforcement.

Currently, Metro I-Net is under organizational control of the Roseville City Manager and Roseville City Council. All Metro I-Net employees are actually Roseville employees and fall under Roseville personnel policy, its liability coverage, and compensation structure. The Roseville City Manager makes employment decisions for Metro I-Net including the hiring and termination of employees. The City of Roseville includes the \$3.5 million Metro I-Net budget as part of its city budget.

While this arrangement has worked for many years, the following issues is making it harder to keep Metro I-Net sustainable into the future:

- Roseville City Council concern about the amount of Metro I-Net staff and the added liability and carrying costs for that amount of employees
- Roseville City Council concern the use of space within City given other city department space needs
- The Roseville employee compensation plan lags behind the market for other local governments and especially with LOGIS, a joint powers entity that provides IT services to many local governments in the Twin Cities. LOGIS has recruited several Metro I-Net staff members over the past couple of years

- As a result of the Roseville compensation plan and organizational structure, it is not possible to create the necessary executive leadership to guide the large \$3.5 million Metro I-Net enterprise
- Finally, it should be noted that the Roseville City Council could at any time decide to no longer be the lead agency for Metro I-Net and as a result, breakup Metro I-Net and let members figure out how to best provide IT services for their organization. It should be pointed out that Roseville City Council has not discussed doing this, but it is always a potential concern in the future.

Having Metro I-Net as a joint powers entity does provide members more direct control over governance of Metro I-Net, including costs, personnel, and policies and takes away uncertainty of the future of Metro I-Net.

The highlights of the joint powers agreement, as currently contemplated, are as follows:

- The initial members of the JPA will be the current members of Metro I-Net
- JPA is planned to become effective on 1/1/2021
- Metro I-Net will be governed by a Board of Directors with each member having a Director and Alternate designated
- Metro I-Net board meetings subject to open meeting law
- Each member will have the number of votes equivalent to its share of the budget
- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
- Metro I-Net board will meet at least four times (Jan., April, July, Oct.) annually
- Metro I-Net board will have officers elected to 3-year terms
- Metro I-Net board will have power take all action in establishing and managing the operations of Metro I-Net
- Metro I-Net board will enter into a contract with a member to serve as the fiscal and operations agent for the organization
- Metro I-Net board will hire an executive director who will be responsible for day-to-day operations
- The executive director will have broad authority to run the operations of Metro I-Net
- The executive director can be terminated by a 2/3 vote of the Metro I-Net board
- The Metro I-Net board will establish an executive committee consisting of the 4 board officers and the member serving as the fiscal agent
- The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues
- The JPA outlines the schedule for the creation and consideration of the annual budget.
- The JPA creates 3 different classes of charges
 - Class 1 – Annual personnel & other operating expenses
 - Class 2 - Capital charges for hardware and software
 - Class 3 – Necessary additional charges
- The JPA outlines procedures for members to withdraw from Metro I-Net
- JPA creates a Metro I-Net “Associate” which is an entity that is receiving a contractual service from Metro I-Net

- The JPA has no termination date but does outline procedures to dissolve the organization

The new organizational structure will increase the costs for each member. The exact costs have not been determined yet and is highly dependent on the number of members that join the JPA. If all current members remain as members of the JPA, it is estimated that each member, including Roseville, would see an increase of 5% over the 2020 cost.

At this point, Roseville is seeking a commitment by your governing board to enter into a Metro I-Net joint powers agreement, subject to final review and approval of the JPA document. This will allow us to proceed in completing the drafting of the JPA and have an assurance on the costs to create the new entity.

AID	AGENCY ID NAME	Monthly Personnel Charge	Monthly Operating Charge	Monthly Hardware Capital Charge	Monthly Software Capital Charge	Total Monthly Charge	TOTAL ANNUAL
AH	Arden Hills	\$ 4,209	\$ 929	\$ 391	\$ 333	\$ 5,862	\$ 70,342
ANO	Anoka	\$ 19,345	\$ 2,717	\$ 1,500	\$ 1,252	\$ 24,813	\$ 297,760
BLN	Blaine	\$ 1,148	\$ 871	\$ 86	\$ 332	\$ 2,436	\$ 29,235
BV	Birchwood Village	\$ 428	\$ 63	\$ 35	\$ 54	\$ 580	\$ 6,956
CCW	Coon Creek Watershed	\$ 2,459	\$ 134	\$ 115	\$ 131	\$ 2,839	\$ 34,066
CFD	Centennial Fire	\$ 882	\$ 123	\$ 80	\$ 111	\$ 1,196	\$ 14,357
CH	Columbia Heights Police	\$ 243	\$ 35	\$ 7	\$ 60	\$ 345	\$ 4,143
CLPD	Centennial Lakes Police	\$ 3,096	\$ 357	\$ 138	\$ 225	\$ 3,816	\$ 45,786
CP	Circle Pines	\$ 2,716	\$ 692	\$ 226	\$ 249	\$ 3,884	\$ 46,605
CV	Centerville	\$ 1,498	\$ 258	\$ 125	\$ 132	\$ 2,012	\$ 24,148
EB	East Bethel	\$ 3,315	\$ 469	\$ 151	\$ 256	\$ 4,191	\$ 50,294
FH	Falcon Heights	\$ 2,445	\$ 860	\$ 185	\$ 203	\$ 3,693	\$ 44,321
FL	Forest Lake	\$ 8,885	\$ 1,633	\$ 657	\$ 629	\$ 11,803	\$ 141,641
FRD	Fridley	\$ 1,284	\$ 918	\$ 213	\$ 884	\$ 3,299	\$ 39,586
GL	Gem Lake	\$ 300	\$ 70	\$ 15	\$ 18	\$ 404	\$ 4,845
HL	Ham Lake	\$ 3,294	\$ 548	\$ 261	\$ 235	\$ 4,338	\$ 52,056
HUGO	Hugo	\$ 4,665	\$ 866	\$ 326	\$ 273	\$ 6,130	\$ 73,563
JLEC	Anoka JLEC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LAU	Lauderdale	\$ 1,127	\$ 168	\$ 83	\$ 110	\$ 1,489	\$ 17,865
LC	Little Canada	\$ 2,950	\$ 1,173	\$ 241	\$ 364	\$ 4,729	\$ 56,744
LCFD	Little Canada Fire	\$ 742	\$ 127	\$ 59	\$ 75	\$ 1,002	\$ 12,025
LE	Lake Elmo	\$ 5,273	\$ 766	\$ 330	\$ 323	\$ 6,693	\$ 80,320
LEX	Lexington	\$ 1,623	\$ 204	\$ 110	\$ 123	\$ 2,060	\$ 24,721
LJFD	Lake Johanna Fire	\$ 2,483	\$ 190	\$ 75	\$ 149	\$ 2,898	\$ 34,772
LL	Lino Lakes	\$ 12,831	\$ 2,020	\$ 1,095	\$ 1,059	\$ 17,005	\$ 204,058
MAH	Mahtomedi	\$ 4,297	\$ 695	\$ 285	\$ 313	\$ 5,590	\$ 67,081
MSFPD	MN State Fair Police	\$ 1,530	\$ 276	\$ 100	\$ 53	\$ 1,959	\$ 23,510
MV	Mounds View	\$ 8,804	\$ 1,426	\$ 726	\$ 854	\$ 11,810	\$ 141,720
MW	Maplewood	\$ 2,520	\$ 890	\$ 1,395	\$ 1,425	\$ 6,230	\$ 74,765
MWMO	Mississippi Watershed	\$ 2,960	\$ 405	\$ 352	\$ 207	\$ 3,924	\$ 47,087
NO	North Oaks	\$ 1,129	\$ 196	\$ 84	\$ 121	\$ 1,530	\$ 18,359
NSAC	North Suburban Cable	\$ 1,420	\$ 1,129	\$ 128	\$ 292	\$ 2,968	\$ 35,619
NSP	North St. Paul	\$ 13,925	\$ 2,316	\$ 967	\$ 1,373	\$ 18,580	\$ 222,965
OAK	Oakdale	\$ 17,906	\$ 2,102	\$ 1,116	\$ 590	\$ 21,715	\$ 260,576
RCL	Ramsey County Library	\$ 365	\$ 729	\$ 66	\$ 139	\$ 1,299	\$ 15,585
RCS	Ramsey County Sheriff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RV	Roseville	\$ 38,221	\$ 8,886	\$ 2,970	\$ 2,726	\$ 52,803	\$ 633,636
RW	RWMWD	\$ 2,800	\$ 989	\$ 180	\$ 194	\$ 4,162	\$ 49,941
SA	Saint Anthony	\$ 10,106	\$ 1,951	\$ 880	\$ 1,012	\$ 13,948	\$ 167,380
SCC	Ramsey-Washington Cable	\$ 447	\$ 661	\$ 80	\$ 211	\$ 1,398	\$ 16,779
SLP	Spring Lake Park Police	\$ 135	\$ 22	\$ 4	\$ 33	\$ 194	\$ 2,331
STF	Saint Francis	\$ 8,057	\$ 1,071	\$ 468	\$ 688	\$ 10,284	\$ 123,412
VH	Vadnais Heights	\$ 7,170	\$ 1,147	\$ 480	\$ 518	\$ 9,315	\$ 111,785
VLM	Vadnais Lakes Watershed	\$ 861	\$ 68	\$ 22	\$ 8	\$ 959	\$ 11,502
WBL	White Bear Lake	\$ 731	\$ 91	\$ 57	\$ 161	\$ 1,040	\$ 12,475
WBT	White Bear Twp	\$ 3,347	\$ 540	\$ 247	\$ 304	\$ 4,437	\$ 53,249

Total Monthly	\$ 213,973	\$ 41,778	\$ 17,109	\$ 18,804	\$ 291,664
Total Annual	\$ 2,567,673	\$ 501,336	\$ 205,313	\$ 225,646	\$ 3,499,968

AID	AGENCY ID NAME	Annual Personnel Charge	Annual Operating Charge	Hardware Capital Charge	Software Capital Charge	2020 TOTAL	% of Budget	JPA Overhead	100% Funded with Overhead 5% Increase	100% Funded with Overhead 10% Increase	100% Funded with Overhead 15% Increase	100% Funded with Overhead 20% Increase	100% Funded with Overhead 25% Increase	100% Funded with Overhead 30% Increase	100% Funded with Overhead 35% Increase	100% Funded with Overhead 40% Increase	100% Funded with Overhead 45% Increase	100% Funded with Overhead 50% Increase
		\$2,567,873	\$501,136	\$208,919	\$225,646	\$3,499,963		\$175,000	Increase	Total Annual	Increase	Total Annual	Increase	Total Annual	Increase	Total Annual	Increase	Total Annual
AK	Ardor Hills	\$ 50,505	\$ 11,247	\$ 4,885	\$ 3,894	\$ 70,342	2.0%	\$ 8,517	\$ 9,517	\$ 79,859	\$ 11,734	\$ 82,066	\$ 21,992	\$ 92,324	\$ 28,157	\$ 98,479	\$ 33,000	\$ 101,479
ANQ	Anoka	\$ 232,137	\$ 30,599	\$ 18,002	\$ 15,024	\$ 295,760	8.5%	\$ 14,298	\$ 14,898	\$ 312,649	\$ 49,617	\$ 347,987	\$ 93,050	\$ 390,811	\$ 115,104	\$ 415,885	\$ 135,000	\$ 450,885
BLN	Blaine	\$ 13,774	\$ 10,451	\$ 1,051	\$ 3,979	\$ 29,255	0.8%	\$ 1,463	\$ 1,463	\$ 30,697	\$ 4,873	\$ 34,108	\$ 9,136	\$ 38,371	\$ 11,694	\$ 40,529	\$ 13,800	\$ 42,329
BNV	Bronckville Village	\$ 5,138	\$ 797	\$ 422	\$ 645	\$ 6,999	0.2%	\$ 348	\$ 348	\$ 7,394	\$ 1,159	\$ 8,115	\$ 2,174	\$ 9,122	\$ 2,782	\$ 9,738	\$ 3,100	\$ 10,238
CCW	Crook Creek Watershed	\$ 29,509	\$ 1,602	\$ 1,381	\$ 1,572	\$ 34,066	1.0%	\$ 1,703	\$ 1,703	\$ 35,769	\$ 5,679	\$ 39,743	\$ 10,646	\$ 44,711	\$ 13,616	\$ 47,692	\$ 16,500	\$ 50,692
CCD	Centennial Fire	\$ 10,531	\$ 1,480	\$ 963	\$ 1,332	\$ 14,357	0.4%	\$ 718	\$ 718	\$ 15,075	\$ 2,393	\$ 16,749	\$ 4,486	\$ 18,843	\$ 5,743	\$ 20,099	\$ 6,500	\$ 21,599
CH	Columbia Heights Police	\$ 2,915	\$ 423	\$ 79	\$ 726	\$ 4,143	0.1%	\$ 207	\$ 207	\$ 4,350	\$ 691	\$ 4,934	\$ 1,255	\$ 5,438	\$ 1,657	\$ 5,800	\$ 2,000	\$ 6,000
CLPD	Centennial Lakes Police	\$ 37,151	\$ 4,280	\$ 1,553	\$ 2,702	\$ 45,786	1.3%	\$ 2,289	\$ 2,289	\$ 48,075	\$ 7,631	\$ 53,417	\$ 14,308	\$ 60,994	\$ 18,314	\$ 64,100	\$ 21,500	\$ 66,600
CP	Circle Pines	\$ 32,538	\$ 8,307	\$ 2,711	\$ 2,890	\$ 46,605	1.3%	\$ 2,330	\$ 2,330	\$ 48,936	\$ 7,768	\$ 54,373	\$ 14,564	\$ 61,170	\$ 18,643	\$ 65,248	\$ 21,500	\$ 66,748
CV	Cornville	\$ 17,973	\$ 3,098	\$ 1,488	\$ 1,579	\$ 24,148	0.7%	\$ 1,207	\$ 1,207	\$ 25,355	\$ 4,025	\$ 28,173	\$ 7,546	\$ 31,695	\$ 9,639	\$ 33,808	\$ 11,500	\$ 35,308
EB	East Bethel	\$ 39,774	\$ 5,625	\$ 1,817	\$ 3,077	\$ 50,294	1.4%	\$ 2,515	\$ 2,515	\$ 52,808	\$ 8,382	\$ 58,676	\$ 15,717	\$ 66,010	\$ 20,117	\$ 70,411	\$ 23,500	\$ 73,911
FR	Falcon Heights	\$ 29,349	\$ 10,315	\$ 2,225	\$ 2,458	\$ 44,347	1.3%	\$ 2,216	\$ 2,216	\$ 46,537	\$ 7,347	\$ 51,708	\$ 13,650	\$ 58,172	\$ 17,728	\$ 62,050	\$ 21,000	\$ 65,050
FL	Forest Lake	\$ 106,622	\$ 18,595	\$ 7,878	\$ 7,545	\$ 140,640	4.0%	\$ 7,082	\$ 7,082	\$ 147,722	\$ 25,607	\$ 169,247	\$ 44,543	\$ 185,903	\$ 56,656	\$ 198,297	\$ 65,000	\$ 203,297
FND	Fond du Lac	\$ 15,404	\$ 11,036	\$ 1,557	\$ 10,608	\$ 38,595	1.1%	\$ 1,979	\$ 1,979	\$ 41,562	\$ 6,598	\$ 46,149	\$ 12,371	\$ 51,957	\$ 15,894	\$ 58,400	\$ 19,000	\$ 60,400
GL	Genie Lake	\$ 3,604	\$ 341	\$ 194	\$ 216	\$ 4,355	0.1%	\$ 242	\$ 242	\$ 4,597	\$ 697	\$ 5,294	\$ 1,514	\$ 6,358	\$ 1,938	\$ 6,782	\$ 2,200	\$ 6,982
HL	Ham Lake	\$ 19,332	\$ 6,577	\$ 1,127	\$ 1,821	\$ 28,857	1.5%	\$ 1,603	\$ 1,603	\$ 30,460	\$ 5,276	\$ 35,732	\$ 9,368	\$ 43,334	\$ 11,823	\$ 47,879	\$ 14,500	\$ 50,379
HUSD	Hugo	\$ 55,877	\$ 10,391	\$ 3,918	\$ 3,277	\$ 73,463	2.1%	\$ 3,678	\$ 3,678	\$ 77,141	\$ 12,190	\$ 85,833	\$ 22,988	\$ 96,551	\$ 29,425	\$ 102,988	\$ 33,000	\$ 105,988
ILC	Isle Lake	\$ 18,528	\$ 2,020	\$ 584	\$ 1,934	\$ 23,066	0.5%	\$ 893	\$ 893	\$ 24,959	\$ 3,977	\$ 28,843	\$ 5,583	\$ 34,448	\$ 7,245	\$ 38,011	\$ 9,500	\$ 40,511
LC	Little Canada	\$ 35,406	\$ 14,078	\$ 2,892	\$ 4,368	\$ 56,744	1.6%	\$ 2,837	\$ 2,837	\$ 59,581	\$ 9,457	\$ 69,038	\$ 17,733	\$ 84,476	\$ 22,698	\$ 94,442	\$ 27,500	\$ 101,942
LCFD	Little Canada Fire	\$ 8,898	\$ 1,523	\$ 705	\$ 899	\$ 12,025	0.3%	\$ 601	\$ 601	\$ 12,627	\$ 2,004	\$ 14,030	\$ 3,758	\$ 15,783	\$ 4,810	\$ 16,593	\$ 5,500	\$ 17,093
LE	Lake Elmo	\$ 61,281	\$ 9,196	\$ 3,565	\$ 3,878	\$ 80,320	2.3%	\$ 4,016	\$ 4,016	\$ 84,336	\$ 13,387	\$ 97,723	\$ 25,100	\$ 109,420	\$ 32,128	\$ 112,448	\$ 36,000	\$ 118,448
LEF	Leopold	\$ 19,477	\$ 2,449	\$ 1,314	\$ 1,881	\$ 25,121	0.7%	\$ 1,336	\$ 1,336	\$ 26,457	\$ 4,130	\$ 28,841	\$ 7,726	\$ 31,446	\$ 9,883	\$ 34,609	\$ 12,000	\$ 36,609
LJH	Lake Johanna Fire	\$ 29,795	\$ 2,285	\$ 898	\$ 1,793	\$ 34,771	1.0%	\$ 1,739	\$ 1,739	\$ 36,510	\$ 5,795	\$ 40,567	\$ 10,666	\$ 45,638	\$ 13,909	\$ 48,680	\$ 16,500	\$ 50,680
LL	Lino Lakes	\$ 153,972	\$ 24,236	\$ 13,144	\$ 12,704	\$ 204,056	5.8%	\$ 10,203	\$ 10,203	\$ 214,259	\$ 34,010	\$ 238,068	\$ 58,768	\$ 280,827	\$ 80,624	\$ 285,682	\$ 95,000	\$ 290,682
LMM	Lakewood	\$ 51,562	\$ 8,343	\$ 3,421	\$ 3,755	\$ 67,081	1.9%	\$ 3,354	\$ 3,354	\$ 70,436	\$ 11,180	\$ 78,262	\$ 20,563	\$ 98,044	\$ 26,833	\$ 99,914	\$ 31,000	\$ 100,914
MSFPD	MN State Fair Police	\$ 18,368	\$ 1,306	\$ 1,198	\$ 640	\$ 21,512	0.7%	\$ 1,176	\$ 1,176	\$ 24,686	\$ 3,918	\$ 27,429	\$ 7,347	\$ 30,857	\$ 9,404	\$ 32,914	\$ 11,000	\$ 33,914
MV	Mooreville	\$ 105,646	\$ 17,112	\$ 8,710	\$ 10,252	\$ 141,720	4.0%	\$ 7,086	\$ 7,086	\$ 148,806	\$ 23,620	\$ 169,340	\$ 44,288	\$ 184,008	\$ 56,688	\$ 198,408	\$ 65,000	\$ 203,408
MW	Maplewood	\$ 10,341	\$ 10,682	\$ 16,744	\$ 17,089	\$ 54,856	2.1%	\$ 3,736	\$ 3,736	\$ 58,594	\$ 12,461	\$ 71,055	\$ 23,364	\$ 94,419	\$ 28,906	\$ 104,672	\$ 34,000	\$ 108,672
MWWD	Mississippi Watershed	\$ 35,517	\$ 4,860	\$ 4,322	\$ 1,488	\$ 46,167	1.3%	\$ 2,354	\$ 2,354	\$ 48,442	\$ 7,846	\$ 54,935	\$ 14,715	\$ 61,802	\$ 18,635	\$ 65,922	\$ 21,500	\$ 67,422
NO	North Oaks	\$ 13,550	\$ 2,349	\$ 1,009	\$ 1,457	\$ 18,365	0.5%	\$ 918	\$ 918	\$ 19,277	\$ 3,060	\$ 21,419	\$ 5,737	\$ 24,097	\$ 7,344	\$ 25,703	\$ 8,500	\$ 26,703
NSC	North Suburban Cable	\$ 17,087	\$ 13,544	\$ 1,539	\$ 3,489	\$ 35,659	1.0%	\$ 1,781	\$ 1,781	\$ 37,440	\$ 5,937	\$ 41,556	\$ 11,191	\$ 46,750	\$ 14,248	\$ 49,897	\$ 16,500	\$ 51,397
NSP	North St. Paul	\$ 167,098	\$ 27,788	\$ 11,601	\$ 16,477	\$ 222,965	6.4%	\$ 11,148	\$ 11,148	\$ 234,113	\$ 37,161	\$ 260,126	\$ 69,677	\$ 292,642	\$ 99,185	\$ 312,151	\$ 110,000	\$ 322,151
ODK	Oakdale	\$ 214,877	\$ 25,722	\$ 13,385	\$ 7,082	\$ 260,576	7.4%	\$ 13,029	\$ 13,029	\$ 273,605	\$ 43,430	\$ 304,006	\$ 81,430	\$ 342,007	\$ 104,231	\$ 354,857	\$ 120,000	\$ 364,857
RC	Ramsey County Library	\$ 4,382	\$ 8,746	\$ 792	\$ 1,685	\$ 15,585	0.4%	\$ 779	\$ 779	\$ 16,364	\$ 2,597	\$ 18,182	\$ 4,870	\$ 20,455	\$ 6,234	\$ 21,819	\$ 7,500	\$ 22,319
RCS	Ramsey County Sheriff	\$ 18,368	\$ 1,306	\$ 1,198	\$ 640	\$ 21,512	0.7%	\$ 1,176	\$ 1,176	\$ 24,686	\$ 3,918	\$ 27,429	\$ 7,347	\$ 30,857	\$ 9,404	\$ 32,914	\$ 11,000	\$ 33,914
RV	Roseville	\$ 458,653	\$ 106,629	\$ 35,636	\$ 32,716	\$ 633,636	18.1%	\$ 31,682	\$ 31,682	\$ 665,318	\$ 105,606	\$ 739,243	\$ 158,012	\$ 891,647	\$ 253,435	\$ 887,080	\$ 300,000	\$ 887,080
RV	RV/MWD	\$ 35,595	\$ 11,867	\$ 1,155	\$ 2,324	\$ 50,881	1.4%	\$ 2,497	\$ 2,497	\$ 53,378	\$ 8,123	\$ 58,264	\$ 15,606	\$ 65,547	\$ 19,978	\$ 69,517	\$ 23,500	\$ 73,017
SA	Saint Anthony	\$ 121,278	\$ 23,410	\$ 10,354	\$ 12,199	\$ 167,241	4.8%	\$ 8,369	\$ 8,369	\$ 175,743	\$ 27,857	\$ 199,278	\$ 52,306	\$ 219,686	\$ 66,952	\$ 234,332	\$ 75,000	\$ 239,332
SLC	Ramsey/Washington Cable	\$ 5,364	\$ 7,936	\$ 954	\$ 2,535	\$ 16,789	0.5%	\$ 839	\$ 839	\$ 17,618	\$ 2,797	\$ 19,578	\$ 5,244	\$ 22,023	\$ 6,712	\$ 23,491	\$ 7,500	\$ 24,491
SLP	Spring Lake Park Police	\$ 1,625	\$ 261	\$ 49	\$ 396	\$ 2,331	0.1%	\$ 117	\$ 117	\$ 2,448	\$ 389	\$ 2,720	\$ 729	\$ 3,060	\$ 832	\$ 3,364	\$ 900	\$ 3,664
STP	State Park	\$ 96,636	\$ 12,848	\$ 5,618	\$ 8,259	\$ 123,361	3.5%	\$ 6,171	\$ 6,171	\$ 129,532	\$ 20,569	\$ 149,981	\$ 38,566	\$ 161,978	\$ 49,365	\$ 172,777	\$ 60,000	\$ 177,777
VA	Vadnais Heights	\$ 86,046	\$ 13,799	\$ 5,759	\$ 6,221	\$ 111,785	3.2%	\$ 5,389	\$ 5,389	\$ 117,174	\$ 18,631	\$ 130,815	\$ 34,933	\$ 146,717	\$ 44,714	\$ 156,499	\$ 50,000	\$ 161,499
VLM	Vadnais Lakes Watershed	\$ 10,333	\$ 820	\$ 259	\$ 91	\$ 11,503	0.4%	\$ 575	\$ 575	\$ 12,078	\$ 1,917	\$ 13,415	\$ 3,595	\$ 15,087	\$ 4,601	\$ 16,308	\$ 5,500	\$ 17,308
WBL	White Bear Lake	\$ 8,770	\$ 1,091	\$ 685	\$ 1,930	\$ 12,475	0.4%	\$ 624	\$ 624	\$ 13,099	\$ 2,079	\$ 14,554	\$ 3,898	\$ 16,374	\$ 4,998	\$ 17,486	\$ 5,500	\$ 18,486
WBT	White Bear Twp	\$ 40,162	\$ 6,479	\$ 1,962	\$ 3,643	\$ 52,246	0.5%	\$ 2,662	\$ 2,662	\$ 55,912	\$ 8,875	\$ 62,124	\$ 16,640	\$ 69,890	\$ 21,300	\$ 74,549	\$ 26,000	\$ 77,549

2020 Budget		\$ 3,320,704	Budget Share	RoundUp	Votes
AH	Arden Hills	\$ 70,342	2.12%	3.00%	3
ANO	Anoka	\$ 297,760	8.97%	9.00%	9
BV	Birchwood Village	\$ 6,956	0.21%	1.00%	1
CCW	Coon Creek Watershed	\$ 34,066	1.03%	2.00%	2
CFD	Centennial Fire	\$ 14,357	0.43%	1.00%	1
CLPD	Centennial Lakes Police	\$ 45,786	1.38%	2.00%	2
CP	Circle Pines	\$ 46,605	1.40%	2.00%	2
CV	Centerville	\$ 24,148	0.73%	1.00%	1
EB	East Bethel	\$ 50,294	1.51%	2.00%	2
FH	Falcon Heights	\$ 44,321	1.33%	2.00%	2
FL	Forest Lake	\$ 141,641	4.27%	5.00%	5
GL	Gem Lake	\$ 4,845	0.15%	1.00%	1
HL	Ham Lake	\$ 52,056	1.57%	2.00%	2
HUGO	Hugo	\$ 73,563	2.22%	3.00%	3
LAU	Lauderdale	\$ 17,865	0.54%	1.00%	1
LC	Little Canada	\$ 56,744	1.71%	2.00%	2
LCFD	Little Canada Fire	\$ 12,025	0.36%	1.00%	1
LE	Lake Elmo	\$ 80,320	2.42%	3.00%	3
LEX	Lexington	\$ 24,721	0.74%	1.00%	1
LJFD	Lake Johanna Fire	\$ 34,772	1.05%	2.00%	2
LL	Lino Lakes	\$ 204,058	6.15%	7.00%	7
MAH	Mahtomedi	\$ 67,081	2.02%	3.00%	3
MV	Mounds View	\$ 141,720	4.27%	5.00%	5
MW	Maplewood	\$ 74,765	2.25%	3.00%	3
MWMO	Mississippi Watershed	\$ 47,087	1.42%	2.00%	2
NO	North Oaks	\$ 18,359	0.55%	1.00%	1
NSP	North St. Paul	\$ 222,965	6.71%	7.00%	7
OAK	Oakdale	\$ 260,576	7.85%	8.00%	8
RV	Roseville	\$ 633,636	19.08%	20.00%	20
RW	RWMWD	\$ 49,941	1.50%	2.00%	2
SA	Saint Anthony	\$ 167,380	5.04%	6.00%	6
STF	Saint Francis	\$ 123,412	3.72%	4.00%	4
VH	Vadnais Heights	\$ 111,785	3.37%	4.00%	4
VLM	Vadnais Lakes Watershed	\$ 11,502	0.35%	1.00%	1
WBT	White Bear Twp	\$ 53,249	1.60%	2.00%	2

Total	121
Needed to Pass	61

METRO I-NET MEMBER MEETING

February 13, 2020



Metro I-Net Member Meeting

February 13, 2020

Welcome and Introductions

Update on Metro Cities Joint
Powers Agreement

Next Steps

2020 Metro I-Net Work Plan

Member Agencies

Arden Hills, Anoka, Birchwood Village, Coon Creek Watershed, Centennial Fire Department, Centennial Lakes Police Department, Circle Pines, Centerville, East Bethel, Falcon Heights, Forest Lake, Gem Lake, Ham Lake, Hugo, Lauderdale, Little Canada, Little Canada Fire Department, Lake Elmo, Lexington, Lake Johanna Fire Department, Lino Lakes, Mahtomedi, MN State Fair Police Department, Mounds View, Mississippi Watershed Management Organization, North Oaks, North St. Paul, Oakdale, Ramsey Washington Watershed District, Roseville, St. Anthony, St. Francis, Vadnais Heights, Vadnais Lake Watershed District, White Bear Township

Agencies Receiving Limited Services

Blaine, Columbia Heights Police Department, Fridley, Maplewood, North Suburban Cable Commission, Ramsey County Library, Ramsey Washington Cable Commission, Spring Lake Park, White Bear Lake

Metro I-Net Member Meeting

February 13, 2020

Why a joint powers entity?

- | | |
|---|---|
| <ul style="list-style-type: none"> • Metro I-Net has grown considerably since its creation • The entire operation is under control of the City of Roseville • Challenge for the Roseville City Council to take on additional employees, space, and liability | <ul style="list-style-type: none"> • Challenge in recruiting and retaining employees due to Roseville compensation plan due to LOGIS and other IT agencies • City of Roseville could decide to no longer participate in Metro I-Net • Members will have more of a say in governance, policies, and costs |
|---|---|

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Status of Metro I-Net Joint Powers Agreement

- | | |
|---|---|
| <ul style="list-style-type: none"> • Sub-group of six members (Circle Pines, Maplewood, Mounds View, Mississippi Watershed, Roseville, and St. Anthony) met several times to lay out some a basic framework of a joint powers entity and agreement. • Engaged Attorney Jim Strommen of Kennedy and Graven to assist in the joint powers framework and work on draft agreement | <ul style="list-style-type: none"> • Group reviewed and commented the drafts prepared by Attorney Strommen • Before continuing working on draft JPA, group felt it was necessary to gather the members to provide an update and start securing commitments in moving forward with a JPA |
|---|---|

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Framework of Metro I-Net Joint Powers Entity

- The initial members of the JPA will be the current members of Metro I-Net
- JPA is planned to become effective on 1/1/2021
- Still considering what the threshold of members will need to be to make JPA viable
- Metro I-Net will be governed by a Board of Directors with each member having a Director and Alternate designated
- Metro I-Net board meetings subject to open meeting law
- Each member will have the number of votes equivalent to its share of the budget

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Framework of Metro I-Net Joint Powers Entity

- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
- Metro I-Net board will meet at least four times (Jan., April, July, Oct.) annually
- Metro I-Net board will have officers elected to 3-year terms
- Metro I-Net board will have power take all action in establishing and managing the operations of Metro I-Net
(See Article VI of draft JPA)

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Framework of Metro I-Net Joint Powers Entity

- | | |
|--|--|
| <ul style="list-style-type: none"> • Metro I-Net board will enter into a contract with a member to serve as the fiscal and operations agent for the organization • Metro I-Net board will hire an executive director who will be responsible for day-to-day operations | <ul style="list-style-type: none"> • The executive director will have broad authority to run the operations of Metro I-Net • The executive director can be terminated by a 2/3 vote of the Metro I-Net board |
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ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Framework of Metro I-Net Joint Powers Entity

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|---|--|
| <ul style="list-style-type: none"> • The Metro I-Net board will establish an executive committee consisting of the 4 board officers and the member serving as the fiscal agent • The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues | <ul style="list-style-type: none"> • The JPA outlines the schedule for the creation and consideration of the annual budget. • The JPA creates 3 different classes of charges <ul style="list-style-type: none"> • Class 1 – Annual personnel & other operating expenses • Class 2 - Capital charges for hardware and software • Class 3 – Necessary additional charges |
|---|--|

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Framework of Metro I-Net Joint Powers Entity

- | | |
|--|---|
| <ul style="list-style-type: none"> • The JPA outlines procedures for members to withdraw from Metro I-Net • JPA creates a Metro I-Net "Associate" which is a entity that is receiving a contractual service from Metro I-Net | <ul style="list-style-type: none"> • The JPA has no termination date but does outline procedures to dissolve the organization. |
|--|---|

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Cost impacts

- | | |
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| <ul style="list-style-type: none"> • We have estimated an additional \$175,000 annually for overhead with the operation the joint powers Metro I-Net • With the assumption that we have 100% of the members as part of the JPA, this represents a 5% increase for each member over what you are paying in 2020 | <ul style="list-style-type: none"> • However, with less than 100% of the members being part of the JPA, the costs will rise more dramatically. |
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ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Cost impacts

- If we have only members that join in the JPA that represent 80% of the 2020 budget, it will equal a 31% increase for the remaining members

AID	AGENCY NAME	Annual Personnel Charge	Annual Operating Charge	Mortgage Capital Charge	Software Capital Charge	2020 TOTAL	% of Budget	JPA Overhead	100% Funded with Overhead 5% Increase		90% Funded with Overhead 17% Increase		80% Funded with Overhead 31% Increase		75% Funded with Overhead 40% Increase	
									Increase	Total Annual	Increase	Total Annual	Increase	Total Annual	Increase	Total Annual
		\$2,547,673	\$501,336	\$205,313	\$225,646	\$3,479,968		\$175,000								
AM	Andren Hills	\$ 60,505	\$ 11,147	\$ 4,685	\$ 3,594	\$ 79,931	2.0%	\$ 3,517	\$ 3,517	\$ 73,859	\$ 11,724	\$ 83,056	\$ 21,892	\$ 92,324	\$ 28,137	\$ 98,479
AMH	Anoka	\$ 232,137	\$ 32,599	\$ 18,002	\$ 15,024	\$ 297,762	8.5%	\$ 14,888	\$ 14,888	\$ 312,648	\$ 49,627	\$ 347,387	\$ 93,050	\$ 392,811	\$ 119,104	\$ 416,865
BLM	Blaine	\$ 13,774	\$ 10,451	\$ 1,031	\$ 3,929	\$ 29,235	0.8%	\$ 1,462	\$ 1,462	\$ 30,697	\$ 4,873	\$ 34,108	\$ 9,136	\$ 38,321	\$ 11,694	\$ 40,929
BV	Burnwood Village	\$ 5,131	\$ 757	\$ 422	\$ 645	\$ 6,955	0.2%	\$ 348	\$ 348	\$ 7,304	\$ 1,159	\$ 8,115	\$ 2,174	\$ 9,329	\$ 2,782	\$ 9,738
CCW	Coon Creek Watershed	\$ 19,509	\$ 1,601	\$ 1,382	\$ 1,572	\$ 24,066	1.0%	\$ 1,703	\$ 1,703	\$ 35,769	\$ 5,678	\$ 39,743	\$ 10,646	\$ 44,711	\$ 13,626	\$ 47,692
CFD	Centennial Fire	\$ 10,581	\$ 1,430	\$ 963	\$ 1,332	\$ 14,357	0.4%	\$ 718	\$ 718	\$ 15,075	\$ 2,333	\$ 16,749	\$ 4,486	\$ 18,843	\$ 5,743	\$ 20,099
CH	Columbia Heights Police	\$ 2,915	\$ 423	\$ 79	\$ 726	\$ 4,143	0.1%	\$ 207	\$ 207	\$ 4,350	\$ 691	\$ 4,834	\$ 1,235	\$ 5,438	\$ 1,657	\$ 5,800
CLPD	Centennial Lakes Police	\$ 37,151	\$ 4,240	\$ 1,653	\$ 2,702	\$ 45,746	1.3%	\$ 2,249	\$ 2,249	\$ 48,015	\$ 7,431	\$ 53,417	\$ 14,103	\$ 60,094	\$ 16,314	\$ 64,100
CP	Circle Pines	\$ 12,558	\$ 8,107	\$ 2,711	\$ 2,950	\$ 26,405	1.3%	\$ 2,310	\$ 2,310	\$ 48,916	\$ 7,768	\$ 54,373	\$ 14,564	\$ 61,170	\$ 18,441	\$ 65,249
CV	Centerville	\$ 17,973	\$ 3,098	\$ 1,458	\$ 1,579	\$ 24,118	0.7%	\$ 1,207	\$ 1,207	\$ 25,356	\$ 4,015	\$ 28,173	\$ 7,546	\$ 31,695	\$ 9,659	\$ 33,608
EB	East Beach	\$ 29,774	\$ 5,615	\$ 1,817	\$ 3,077	\$ 40,283	1.4%	\$ 2,515	\$ 2,515	\$ 52,008	\$ 8,312	\$ 58,676	\$ 15,717	\$ 66,010	\$ 20,117	\$ 70,411
FR	Falcon Heights	\$ 29,343	\$ 10,315	\$ 2,226	\$ 3,438	\$ 45,322	1.3%	\$ 2,216	\$ 2,216	\$ 46,537	\$ 7,187	\$ 51,708	\$ 13,450	\$ 58,312	\$ 17,728	\$ 62,039
FL	Forest Lake	\$ 106,612	\$ 19,595	\$ 7,878	\$ 7,545	\$ 141,631	4.0%	\$ 7,012	\$ 7,012	\$ 148,723	\$ 21,607	\$ 165,147	\$ 44,263	\$ 185,269	\$ 56,656	\$ 198,297

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Importance of Commitment to Metro I-Net JPA

- We need to know if your organization will be joining the Metro I-Net JPA in the very near future in order to properly prepare a budget, continue working on the governance documents, and plan for the transition
- Request that you get a commitment from your governing policy board to plan on entering into a joint powers agreement given the framework and costs outlined today subject to final review and approval of the joint powers agreement

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Importance of Commitment to Metro I-Net JPA

- Approval of the actual JPA will need to come at a later date since we cannot finalize it until we have an understanding on who will participate in Metro I-Net moving forward.
- If you or your governing board would like to look at other options for IT services in order to compare, urge you to begin that process now

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

Information to help you discuss the Metro I-Net JPA with your policy board

- Will provide a fact sheet outlining the rationale and reasons for a JPA
- Will provide a listing of services you are receiving (along with definitions on what they are) and the costs for each service
- Will provide you an estimate of the costs to participate in the JPA
- It should be noted that leaving Metro I-Net will put a greater burden on your organization to manage your data, hardware, software, and user support even if you contract with a third-party to manage those items

ROSEVILLE

Q & A

Questions?

ROSEVILLE

Metro I-Net Member Meeting

February 13, 2020

2020 Work Plan

- | | |
|--|---|
| <ul style="list-style-type: none">• Century Link migration/
phone system• Arbitrator expansion• Antivirus replacement• Two Factor Authentication
for web email• Zayo equipment refresh | <ul style="list-style-type: none">• IT Security Audit• Streamlining asset
management• Automating software
deployment• Window 7 computer
replacements |
|--|---|

ROSEVILLE

Metro I-NET Program Details and Responsibilities

A1 : USER SUPPORT

The agency would be responsible for end user support and troubleshooting. They would need to purchase a Microsoft domain controller for authentication and group policy as well as Microsoft client access licensing for each user.

A2 : COMPUTER SUPPORT

The agency would be responsible for computer hardware support and troubleshooting. They would also need to purchase an antivirus solution.

A3 : EXCHANGE EMAIL SUPPORT

The agency would be responsible for their own email solution. They could either purchase and support a Microsoft exchange server or migrate to a subscription based service in the cloud.

A4 : WINDOWS SERVER SUPPORT

The agency would be responsible for supporting their own server operating system and applications.

A5 : NETWORK SYSTEM SUPPORT

The agency owns their network equipment. They would be responsible for supporting and configuring this equipment. Depending on the agency, they may require different network hardware as the Metro I-NET shared infrastructure would no longer be accessible.

A6 : LAN/WAN

The agency would need to purchase internet through an Internet service provider. Purchase a firewall to protect internet traffic. Denial of service protection on the ISP connection as well as web filtering.

V01 : CISCO TELEPHONY

The agency owns their physical Cisco IP phones. They would need to purchase a Cisco Unified Communications Manager server, Cisco voice router, and a PRI or SIP connection through a local telco. Alternatively, the agency could purchase new physical phones and subscribe to a cloud phone system.

The agency would be responsible for porting out existing numbers, call manager hardware purchase and licensing, monthly PRI/SIP setup, and all monthly reoccurring charges to the telco associated with the phone system.

S01 : ADOBE SUBSCRIPTIONS

The agency would be in charge of purchasing their own Adobe licensing

S02 : MOBILITY SERVICES

The agency would be responsible for supporting and purchasing a Netmotion mobility server for squad cars / mobile laptops or properly licensing their firewall for VPN connectivity.

S04 : LASERFICHE

The agency would be responsible for purchasing their own Laserfiche server and associated licensing.

S05: MILESTONE VMS

The agency owns their physical cameras. They would be responsible for purchasing their own video management server and associated licensing/hardware support.

S06 : ARBITRATOR VPU/BWC

The agency owns their Arbitrator VPU's and body worn cameras. They would be responsible for purchasing their own Arbitrator server and associated licensing/hardware support.

S07 : FACILITY WI-FI

The agency owns their physical Cisco wireless access points. They would be responsible for purchasing a Cisco wireless controller and associated licensing/hardware support to manage them.

S08 : vSAN

Other than a few specific cases, the infrastructure that every agencies servers sit on is shared equipment. The agency owns their data and virtual server(s). They would need to purchase a physical server to house their virtual server(s), virtualization and Microsoft server licensing, a backup server with associated licensing, and hardware support. Geographically diverse data centers and off sites backups should also be a consideration as well.

S09 : S2 CARD ACCESS

If the agency is using the shared S2 door lock system, they would need to purchase a new door lock controller.

S10 : CISCO SMARTNET

The agency would need to purchase support on their Cisco equipment (network switches, routers, firewalls, and voice controller).

S11 : FIBER MAINTENANCE

The agency may or may not still have associated fiber maintenance costs depending on the Internet service or support provider they use. The majority of our existing shared fiber maintenance is what allows us to run active-active data centers, providing added resiliency to the network infrastructure.

S13 : LETG RMS

If an agency is using the Roseville/Metro I-Net LETG server, they'd need to find a different solution for police records management.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9F

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: CARES Grant and Expenditures
DATE: December 7, 2020

OVERVIEW:

Attached is a report showing the expenditures associated with the CARES Grant they city received. The amount received was \$593,079. There were some expenses expressly covered such as improving telework capabilities, personal protective equipment, public safety payroll, small business assistance and then other items that we could justify.

Some of the other items purchased were:

- New fire vehicle to promote social distancing
- New Public Works vehicle to promote social distancing
- Updates to city buildings for touchless features
- Tables and chairs that could be sanitized
- Lucas CPR device for Fire Department
- AED for Fire Department

The final report to the state is included with the report showing that the city did spend the grant in full.

ACTION TO BE CONSIDERED:

Motion to approve report as submitted

Attachments

- CARES Grant Expenditures Spent 2020

City of St. Francis -CARES Funds

Total Received \$ 593,079.00

Telework Improvements

Laserfische	\$ 9,200.00	
Permit works update	\$ 22,200.00	
Laptops, Monitors for staff, Misc	<u>\$ 18,946.05</u>	
		\$ 50,346.05

Salaries & Overtime

Police	\$ 97,352.27	
Police Overtime	\$ 12,603.33	
Fire	<u>\$ 42,191.51</u>	
		\$ 152,147.11

Personal Protective Equipment

Masks	\$ 2,455.02	
Hand Dryer	\$ 1,285.50	
Barriers	\$ 1,469.36	
Gas Masks for Police	\$ 4,050.00	
Miscellaneous	<u>\$ 2,480.13</u>	
		\$ 11,740.01

Community Development

Business Grants	<u>\$ 228,174.75</u>	
		\$ 228,174.75

Other Items

City Buildings

Updates to bathrooms/light features (touchless features)	\$ 28,341.30
Replace conference room Table/Chairs for better sterilization	\$ 6,332.08
New touchless Garbage cans	\$ 321.27

Fire Department

Lucas CPR Device	\$ 15,068.81
AED for Duty Squad	\$ 2,237.90
EMS Response Jumpsuits	\$ 5,490.00
Additional Squad to Fleet	\$ 33,065.89
Turnout Gear Dryer	\$ 7,815.97

Public Works

Truck	\$ 46,479.64	
Dusty's (Meter issues)	\$ 2,316.60	
Warming House-tables and Chairs	<u>\$ 3,201.62</u>	
		\$ 150,671.08

Total Spent \$ 593,079.00

Remaining \$ -



Please save your report based on the following example:
 RochesterCity_August2020
 Submit in Excel format to CRAOffice.mmb@state.mn.us seven
 business days after the end of each reporting period.

Local Government Expenditure Report		
Name of Local Government (this will auto populate based on your SWIFT Supplier ID)	10 digit SWIFT Supplier ID # (begins with 0000) Select this link for SWIFT ID list	Date Submitted (Enter in MM/DD/YYYY Format)
ST FRANCIS CITY	0000195782	11/24/2020
Name and Title of Person Filling Out Form	DUNS Number (Select this link for more information)	Phone Number (enter 10 digits without spaces or dashes)
Darcy Mulvihill, Finance Director	021711945	
Email Address	Amount of CRF Received from the Department of Revenue	Total Spent to Date (this amount will autofill)
dmulvihill@stfrancismn.org	\$ 593,079	\$ 593,079.00
Use the drop down in cell D14 to select "Interim" if your agency has any unspent funds and "Final" in the box if all available CRF funds have been spent and this will be your final report.	Final	
Please submit this report no later than 7 business days after the end of each month to provide the spend status of allotted Coronavirus Relief Funds (CRF), CFDA Number 21.019 awarded by the State of Minnesota.	Amount of CRF Remaining (this amount will autofill)	
	\$ -	

The covered period for these expenses is March 1, 2020 through November 15 (cities and towns) / December 1, 2020 (counties).

DO NOT USE CRF FUNDS FOR ANY COST INCURRED OUTSIDE THIS COVERED PERIOD.

Coronavirus Relief Fund (CRF) Categories	Total	July, 2020	August, 2020	September, 2020	October, 2020	November, 2020	December, 2020
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Describe expenses (links to expenditure category examples are in the green category boxes to the left)

Treasury Guidance

FAQs

Administrative Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Budgeted Personnel and Services Diverted to a Substantially Different Use		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
COVID-19 Testing and Contact Tracing		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Economic Support (other than small business, housing, and food assistance)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Expenses Associated with the Issuance of Tax Anticipation Notes		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Facilitating Distance Learning		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Food Programs		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Housing Support		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Improve Telework Capabilities of Public Employees	Laptops for employees to work from home. Improvements to networking to allow for remote work.	50346.05	0.00	10672.45	5402.97	2870.63	31400.00	0.00	
Medical Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Nursing Home Assistance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Payroll for Public Health and Safety Employees	Fire and Police payroll associated with COVID 19 response	152147.11	0.00	54794.84	35000.00	35000.00	27352.27	0.00	

Personal Protective Equipment	Masks, disinfecting wipes & spray, gloves, barriers, cleaners	11740.01	0.00	2705.41	2723.20	4638.90	1672.50	0.00
Public Health Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Business Assistance		228174.75	0.00	0.00	0.00	228174.75	0.00	0.00
Unemployment Benefits		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Workers' Compensation		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories	Contract with company to work on water meters so that essential employees were not coming into contact with potential exposure, Vehicles to facilitate social distancing, dryer for fire department turnout gear and jumpsuits, touchless features for bathrooms to help slow the spread, tables and chairs that could be sanitized,	150671.08	0.00	2316.60	0.00	79171.09	69183.39	0.00
Total Spent		593079.00	0.00	70489.30	43126.17	349855.37	129608.16	0.00
Cities and Towns								
	Enter the Amount of unspent funds distributed to home county	0.00						
	Enter the name of the home county							
	Enter the date funds were returned							
Cities and Towns in Hennepin and Ramsey Counties								
	Enter the amount of unspent funds granted to hospitals	0.00						
	Enter the name(s) of hospitals receiving grants of unspent funds							
Counties								
	Enter the amount of unspent funds received from cities and towns	0.00						

[illegible]



**City Council
AGENDA REPORT**
Agenda Item #
9G

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Preliminary Development Agreement – Anderson Companies
DATE: December 7, 2020

OVERVIEW

Anderson Companies has brought forward to the City a proposed senior housing development on the property located at 3518 Bridge Street. This project has been discussed at two work sessions to determine the impact on the City, introduce the developer to Council and allow questions in regards to the project.

In November Council entered into a Preliminary Development Agreement with the Developer to move forward with the land use application and Comprehensive Plan amendment. During this agreement the City will not market the property to other developers, the Developer will complete their due diligence to proceed with the necessary steps to complete the project and both sides will negotiate in good faith on a purchase price and sale. The term of the agreement is for 180 days.

The next step is for Council to review and consider approving a License Agreement for Testing and Sampling. This agreement will allow the Developer to conduct preliminary testing, surveys and sampling at the property to review its potential for the Senior Housing project

This Agreement has been reviewed by the City Attorney.

ITEMS TO BE DISCUSSED:

Review and approve the License Agreement for Testing and Sampling agreement subject to City Attorney approval as to form.

ATTACHMENTS:

License Agreement for Testing and Sampling

LICENSE AGREEMENT
FOR TESTING AND SAMPLING

THIS LICENSE AGREEMENT, dated as of this _____ day of _____, 2020 (the “**Effective Date**”) is entered into by and between the City of St. Francis, a body corporate and politic and a political subdivision of the State of Minnesota (the “**City**”), and Anderson Companies, LLC, a Minnesota limited liability company (the “**Tentative Developer**”).

WITNESSETH:

WHEREAS, the City currently owns certain property, which property is more particularly described in Exhibit A attached hereto (the “**Property**”); and

WHEREAS, the City desires to promote redevelopment of the Property, which is located within the City; and

WHEREAS, Tentative Developer is interested in evaluating the potential acquisition of the Property and development of the Property for use as a _____ or other use (the “**Project**”); and

WHEREAS, Tentative Developer and City have entered into a Preliminary Development Agreement dated _____ for the potential project located on the Property (the “**PDA**”); and

WHEREAS, Tentative Developer desires to conduct preliminary testing, surveying and sampling on the Property, including but not limited to, Phase I and Phase II environmental site assessments, soils assessment, land title surveying, and geotechnical analysis (collectively, “**Testing and Sampling**”); and

WHEREAS, the City and the Tentative Developer desire to enter into an agreement to grant Tentative Developer the right and license to access the Property for Testing and Sampling purposes; and

WHEREAS, if undertaken and completed, the Project would help meet the City’s goal of increasing the tax base and providing increased employment opportunities in the City.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

AGREEMENT

1. Grant of License. In consideration of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City does hereby grant and convey unto Tentative Developer, and its successors and assigns, a non-exclusive license (the "**License**") to enter over, under, on, and across the Property for Testing and Sampling purposes. The License granted hereunder shall benefit the Tentative Developer, its employees, agents, contractors and/or subcontractors.
2. Term. The License granted under Section 1 of this Agreement will commence on the Effective Date (the "**Term**") and will terminate in its entirety automatically upon the earlier of (i) the date that Tentative Developer has entered into a Development Agreement with the City, or (ii) the Tentative Developer terminates the Preliminary Development Agreement, or (iii) the Preliminary Development Agreement expires pursuant to its terms.
3. Environmental and Soils Testing. The Tentative Developer may, at its discretion, conduct Testing and Sampling on the Property to determine suitability for development. Tentative Developer will provide City with a courtesy copy (which may be in electronic form) of the results of such Testing and Sampling performed at the site within thirty (30) days after completion of such Testing and Sampling. All results and reports obtained by Tentative Developer arising from such Testing and Sampling shall be the property of Tentative Developer, and Tentative Developer shall have no obligation to provide the City with its internal notes, working papers, analyses and feasibility studies relative to the Property. Developer acknowledges that any information provided to the City shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
4. Cost. Tentative Developer, at its sole cost, shall pay when due all costs, expenses, fees, permits, licenses, utilities, taxes and governmental charges it and its contractors incur in connection with the Testing and Sampling and shall hold City harmless against any such costs and expenses.
5. Hazardous Substances. Tentative Developer shall not, and shall not permit any other person to, use, deposit, store, dispose of, or otherwise locate on or within the License area or any other part of the Property, any hazardous substances, hazardous wastes, pollutants or contaminants, including petroleum-based products, as those terms are defined under any applicable laws, except for use of de minimis quantities of such items as are ordinarily used in connection with Testing and Sampling, provided that the same is in compliance with all applicable laws and codes.
6. MPCA Review. In the event Tentative Developer encounters any environmentally impacted materials during its investigation which require reporting to the MPCA, then in such event, immediately after discovering any such environmentally impacted materials, Tentative Developer shall cease any further environmental or soils sampling and/or testing on the Property, provide notice of the same to City and copy City on any reporting Tentative Developer is required to do to the MPCA in connection with the discovery of any of said environmentally impacted materials. The City shall indemnify, defend and hold harmless Tentative Developer for any pre-existing conditions merely discovered by Tentative Developer and for loss to the extent resulting from the negligence or willful misconduct of the City, and such obligations shall survive the expiration or earlier termination of this Agreement.

7. Repair and Restoration. Tentative Developer agrees that it will repair any and all damage to the Property caused by Tentative Developer, its employees, agents, contractors and/or subcontractors, including, but not limited to, damage caused by or resulting from trucks and other equipment entering, exiting, or operating on the Property. Tentative Developer's repair and restoration obligations under this Section 7 will survive the expiration or earlier termination of this Agreement.

8. City's Reservation of Rights. City hereby reserves for itself, its successors, and assigns, the right to use the License area for any purpose which is not inconsistent with Tentative Developer's use of the Property as contemplated herein or in the PDA.

9. Indemnification of City. Tentative Developer hereby covenants and agrees to assume and to indemnify, defend, and save harmless City and its officers, members, employees, agents, contractors, representatives, successors, and assigns (collectively, "**City Parties**") from, and against any and all claims, demands, actions, damages, costs, expenses, attorneys' fees, and/or liability of any other type (collectively, "**Claims**"), including, but not limited to, any and all liabilities which arise in connection with the loss of life, personal injury, and/or damage to property or in connection with use of the License by Tentative Developer or Tentative Developer's employees, contractors or agents, (i) arising from or in connection with the use or occupancy of the License area or the Property, or any part thereof, by Tentative Developer or Tentative Developer's employees, contractors or agents, or (ii) occasioned wholly or in part by any negligence or misconduct of Tentative Developer or Tentative Developer's employees, contractors or agents; provided, however, that Tentative Developer shall not have any obligation to indemnify, defend and save harmless any City Parties to the extent any such Claims arise from or relate to the negligence or willful misconduct of such City Parties or for pre-existing conditions merely discovered by Tentative Developer. The foregoing indemnification obligations in this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Insurance. So long as this Agreement remains in effect, Tentative Developer (and Tentative Developer's contractors) shall procure and maintain continuously in effect the following insurance and name City (and any other parties reasonably requested by City – e.g., lender, property manager, etc.) as an additional insured: Commercial General Liability Insurance protecting City and City's agents, employees and contractors against damages arising from bodily injury (including death) and from claims for property damage which may arise directly or indirectly out of the operations of Tentative Developer and its agents, employees and contractors (and any other party acting by, through or under such parties) under this Agreement. Tentative Developer's liability insurance shall also include contractual liability coverage. Such insurance shall be for an amount no less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

11. Binding Effect. This Agreement, and each and every covenant, agreement and other provision hereof shall be binding upon City and Tentative Developer and their successors and assigns, and the temporary license granted hereunder shall run with the land so long as it remains in effect and shall inure to the benefit of Tentative Developer and its successors and assigns.

13. Attorneys' Fees. The parties agree that in the event any party is required to take steps to enforce its rights under this Agreement or as a result of another party's breach of any of the covenants, agreements, or representations set forth in this Agreement, the losing party will pay to the prevailing party all reasonable expenses incurred by the prevailing party, including costs and reasonable attorneys' fees,

incurred in connection with or as a result of such breach. The prevailing party is the party who receives substantially the relief sought whether by judgment, summary judgment, dismissal, or otherwise.

14. Counterparts. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart or counterparts, and each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed as of the Effective Date.

CITY OF ST. FRANCIS

BY: _____

Its: _____

BY: _____

Its: _____

IN WITNESS WHEREOF, the Tentative Developer has caused this Agreement to be duly executed as of the Effective Date.

ANDERSON COMPANIES, LLC

By: _____

Its: President/CEO

EXHIBIT A
PROPERTY

[INSERT LEGAL DESCRIPTION OF PROPERTY]



**City Council
AGENDA REPORT
Agenda Item #
9H**

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Demolition RFP acceptance and award
DATE: December 7, 2020

OVERVIEW

The City pursued the nuisance property located at 22708 Rum River Blvd to address conditions that were unsafe and a public issue. The Courts reviewed the nuisance concerns and it was determined that the property shall be demolished.

Staff completed the pre-demolition testing for hazardous issues and contacted utility providers. Additionally, an RFP for the completion of the demolition was released on November 12, 2020 with a deadline of November 30, 2020.

RFP's were received from the following companies:

- Nitti Roloff Services \$38,343
- Kamish Excavating \$49,717
- Lloyd's Construction Services \$34,900

ITEMS TO BE DISCUSSED:

Council to act to accept the received RFP's by the above noted Companies

Staff recommends Council to award the RFP to the lowest bid of \$34,900 and approve staff to enter into a contact with Lloyd's Construction Services to move forward on the Demolition.

ATTACHMENTS:

Draft Contract for Demolition Services with Lloyd's Construction Services

**CONTRACT FOR DEMOLITION SERVICES
BY AND BETWEEN
THE CITY OF ST. FRANCIS
AND
LLOYD'S CONSTRUCTION SERVICES, INC.**

**22708 RUM RIVER BLVD NW
ST. FRANCIS, MINNESOTA**

This Agreement is made this ____th day of December 2020, by and between the City of St. Francis, a political subdivision of the State of Minnesota and/or the St. Francis Economic Development Authority (collectively "the City") and Lloyd's Construction Services, Inc. ("the Contractor") for **Residential Building Demolition** as detailed in the bid request.

RECITALS

1. The City desires to have performed described in the Request for Proposal for Demolition and Property Cleanup for 22708 Rum River Blvd N.W. St. Francis, MN 55070 dated November 30, 2020 (the "Contract Documents" or the "Work").
2. Contractor represents that it has the necessary personnel, experience, competence, and legal right to perform the Work.
3. The Contractor is a corporation in good standing and legally authorized to contract and do business in the State of Minnesota.

AGREEMENT

In consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. **WORK TO BE COMPLETED.** The Work shall be performed in strict accordance with the Contract Documents. The Contractor shall carefully review all the Contract Documents before performing the Work and shall promptly call to the attention of the city any discrepancy or inconsistency which may exist between any documents or between any parts of the same document. The City shall have discretion as to how to address any such discrepancy or inconsistency and shall modify, interpret, or adjust the Contract Documents accordingly as the case may be.
2. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of the Work Agreement and the Request for Proposal for Demolition and Property Cleanup for 22708 Rum River Blvd N.W. St. Francis, MN 55070 dated November 12, 2020 prepared by or on behalf of the City in connection with the Work (where specified), the Proposal submitted by the Contractor, all Amendment Request Certificates approved by the City, all Change Orders issued by the City, the Notice to Proceed, the Completion Certificate, and written interpretations of the Contract Documents issued by the City. The Contract Documents shall, insofar as is possible, be interpreted to be consistent with one another. Any inconsistencies shall be addressed in accordance with paragraph 1 of this Agreement.
3. **PERMITS AND REGULATIONS.** Prior to commencing the Work, the contractor shall secure all necessary building permits and licenses as may be required, and before and during the progress of the Work, give all notices and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect that are promulgated by any federal, state, county, or other governmental, authority, relating to the performance of the Work. If the Contract's performance is contrary to any such law, ordinance, rule or regulation, it shall bear all

costs arising there from. Contract specifically agrees to abide by and observe all standards and regulations of the Occupational Safety and Health Administration, which are applicable to the Work.

4. **PROSECUTION OF THE WORK.** The Contractor shall at all times prosecute the Work diligently so as to insure its completion in full accordance with the Contract Documents and shall at all times furnish sufficient numbers and amounts of properly skilled Workers, acceptable materials and equipment, adequate services, construction tool, and equipment. The Work shall be performed in a good and workmanlike manner. Contractor shall keep the Work site clean and orderly during the course of the Work and remove all debris at the completion of the Work. If the Contractor is negligent in these areas, the City reserves the right to perform this work with its own forces at overtime rates. The costs of such work shall be charged to the Contractor. The Contractor will adequately protect the Work from damage, will protect the property from injury or loss, and will take all necessary precautions during the progress of the Work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all its tools and equipment and all materials to be used in connection with the Work. Materials and equipment that have been removed and replaced, as part of the Work shall belong to the contractor unless agreed otherwise.

5. **COMMENCEMENT AND COMPLETION OF THE WORK.** The Work must commence no later than thirty (30) days after the execution of this Agreement by both Parties ("Commencement Date"). In the event the Work is not commenced by the Commencement Date, the City may in its sole discretion dismiss the Contractor without paying any compensation under this Agreement whatsoever and appoint a substitute Contractor(s). If the Contractor is unable to commence the Work by the Commencement Date, it must promptly notify the City.

6. **AMENDMENT REQUEST CERTIFICATE.** Changes in the scope, specifications, or cost of the Work that are proposed by the Contractor subsequent to the execution of this Agreement shall be considered Amendments. No such Amendments shall be made without proper written approval by the City. Any Amendment proposed by the Contractor shall be submitted via an Amendment Request Certificate. The Amendment Request Certificate must: (a) be signed and dated by the Contractor; (b) specify how the Work is to be amended and the cost for such Amendments; and (c) specify the reason for any cost increase/decrease resulting from the Amendments(s). The City will approve or disapprove the Amendment Request Certificate after appropriate review and property inspection. If approved, a copy of the signed Amendment Request Certificate will be forwarded to the Contractor. Upon receipt by the Contractor of the approved Amendment Request Certificate, the approved Amendment(s) may be implemented. All Amendments made before receipt of an approved Amendment Request Certificate will not be compensable by the City. No such Amendment Request Certificate shall be deemed to constitute a waiver of any remaining covenant, agreement, term, or condition contained in the Contract Documents.

7. **CHANGE ORDER.** The City shall have the right, within the general scope of the Work, to make changes in the Work, either by altering the nature of the same or by adding to or deducting from it. All changes shall, except in the case of emergencies endangering the safety of person or property be made by written Change Order. The Contractor shall promptly comply with any and all written Change Orders. No such Change Order shall be deemed to invalidate the remaining terms and conditions contained in the Contract Documents.

8. **GENERAL GUARANTEE.** The Contractor hereby guarantees to the City that all of the Work shall be completed in a competent, workman-like manner and that such Work shall be and remain free of defects in workmanship and materials for a period of one (1) year from the date that the City executes the Completion Certificate pursuant to paragraph 17 of this Agreement. The Contractor warrants that all materials and equipment furnished in connection with the Work will be new, unless otherwise specified, and be of good quality and free from faults and defects. The Contractor shall assign to the City (if assignable) or enforce for the benefit of the City (if not assignable) any guarantees provided by manufacturers or sellers of machinery materials or equipment that are to be incorporated into the Work. City acceptance of the Work shall not be deemed to be a waiver of any of the City's rights under this paragraph.

9. **WAIVER OF LIABILITY.** It is agreed that the Work is undertaken at the sole risk of the Contractor. The Contractor does expressly forever release the City of St. Francis from any claims, demands, injuries, damage actions, or causes of action whatsoever, arising out of or connected with the Work.

10. **INDEMNIFICATIONS.** Any and all claims that arise or may arise as a consequence of any act or omission on the part of the Contractor, its agents, servants, or employees while engaged in the performance of the Work shall in no way be the obligation or responsibility of the City of St. Francis. The Contractor shall indemnify, hold harmless, and defend the City of St. Francis, council members, officers, employees, successors, and assigns against any all liability, loss, cost, damages, expenses, claims, or actions, including attorneys' fees which the City of St. Francis, council members, officers, or employees may hereinafter incur or be required to pay on account injury to or death of any person or persons or damage to any property arising out of or by reason of any act or omission of the Contractor, its agents, servants, or employees in the execution, performance, or failure to adequately perform its obligations under this Agreement, whatever the cause of such injuries or damage.

11. **INSURANCE.** The Contractor agrees that in order to protect itself, the City of St. Francis under the indemnity provisions set forth in paragraph 10 of this Agreement, it will at all times during the term of this Agreement, maintain, at a minimum, the following insurance policies:

- a. **Workers Compensation Insurance.** The Contractor shall maintain worker's compensation insurance in compliance with all applicable statutes including Chapter 176 of the Minnesota Statutes. Such policy shall include Employer's Liability Coverage and at least such amount(s) as are customarily provided in worker's compensation policies issued in Minnesota. Contractor further agrees to require all subcontractors and independent contractors to maintain worker's compensation insurance in compliance with all applicable statutes and to monitor the compliance of such subcontractors and independent contractors with the applicable statutes.
- b. **Commercial General Liability Insurance.** The Contractor shall maintain Occurrence Based Commercial General Liability Insurance ("CGL"), providing coverage of One Million Five Hundred Thousand Dollars (\$1,500,000 per occurrence) and Two Million Dollars (\$2,000,000) annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.
- c. **Automobile Liability Insurance.** The Contractor shall maintain automobile liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least One Million Five Hundred Thousand Dollars (\$1,500,000) per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies) provided, however, that the coverage afforded under any such Umbrella Liability Policy shall be at least as broad as that afforded by the underlying automobile liability insurance policy.

The City of St. Francis shall be named as "additional insured" parties with respect to the insurance policies specified in (b) and (c) above. The Contractor shall not commence work until a Certificate of Insurance evidencing all of the insurance policies required above is approved and a written Notice to Proceed is issued by an authorized representative of the City of St. Francis. The City of St. Francis shall, at any time during the term of this agreement, have the right to require that the Contractor secure any additional insurance, or additional feature to existing insurance, as the City of St. Francis may reasonably require for the protection of its interests or those of the public. It is expressly understood that the City of St. Francis does not in any way represent that the minimum insurance coverage set forth in this paragraph is sufficient or adequate to protect the interest or liabilities of the Contractor.

13. **SECURITY IN LIEU OF BOND.** The Contractor shall furnish as security either a performance bond, certified check or cashier's check ("the Security"), acceptable to the City and made payable to the City for the performance of the Agreement in the sum of One Hundred Percent (100%) of the Contract Price. The Security shall remain in effect for one year after the date the Completion Certificate is executed by the City and for any warranty period required by the Work, whichever date is later. The premiums for such Security shall be deemed to be included in the Contract Price, and no additional compensation shall be payable to the Contractor with respect to such Security. No Change Order, approval or disapproval of an Amendment Request Certificate, changes in the commencement and/or completion dates pursuant to paragraph 5, failure to enforce any rights arising under the Contract Documents, or other act or forbearance of the City shall, unless specifically agreed to otherwise by the City, operate to release or discharge any Security under this paragraph.

14. **LIEN WAIVERS.** Neither the Contractor nor any subcontractor or other person or entity furnishing labor, equipment, or materials in connection with the Work shall file any mechanic's lien against the City's buildings, structures or land or any part thereof. The Contractor shall protect, defend, indemnify, and hold harmless the City of St. Francis from any and all claims, demands, or actions of whatever nature arising out of work, labor, equipment, or materials furnished by the Contractor or its subcontractors in connection with the Work. Payment of the Contract Price shall not be due until the Contractor has delivered to the City lien waivers acceptable to the City, which release the City from all liens that may arise in connection with the Work. The Contractor shall list below the names of all suppliers and/or subcontractors that will provide materials, services, or labor in connection with the Work. The Contractor will notify the City of any changes in this list prior to the commencement of the Work.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

15. **CONTRACT PRICE.** The Contractor agrees to furnish all work, labor, materials, and equipment necessary to complete the Work as set forth in the Contract Base Bid Documents for the sum of Thirty-Four Thousand Nine Hundred Dollars (\$34,900.00) (the "Contract Price"), to be paid by the City in accordance with the terms and conditions of this Agreement. The Contract Price shall constitute the sole compensation payable to the Contractor for its performance of the Work or anything done in connection therewith including expenditures by the Contractor for all taxes, permits, licenses, and bonds required to perform the Work. The Contractor shall indemnify and save the City harmless from and against any liability for any such taxes, fees, premiums, contributions, etc. that the Contractor incurs in connection with the Work.

16. **EXAMINATION OF WORK SITE.** Contractor agrees that the Contract Price specified in paragraph 15 of this Agreement is based upon Contractor's examination of the work site and that it will make no claim for additional compensation or the extension of time for performance if the conditions encountered differ from those anticipated by such examination, unless such a claim is based upon conditions at the work site, or omissions, ambiguities, or conflicts in the Contract Documents, which Contractor can show could not have been discovered in the exercise of reasonable care prior to the submission of the Contract Price.

17. **PAYMENT OF CONTRACT PRICE.** The Contractor agrees to provide the City with the following documentation as a condition to receiving payment of the Contract Price: (a) an itemized bill for the completed Work; (b) a properly executed Completion Certificate; (c) a Sworn Construction Statement; and (d) all lien waivers as required by paragraph 14 of this Agreement. The City may withhold payment of the Contract Price to the Contractor to such extent as may be necessary to protect the City from loss on account of: (a) defective work not remedied; (b) claims or actions filed or evidence reasonably indicating the probable filing of the same against the City with respect

to the Work performed; (c) the failure of the Contractor to make payments properly to subcontractors and/or suppliers for equipment, material, or labor, or to provide evidence that such payments have been made; (d) any cost for which the Contractor is liable under the Contract Documents; or (e) a breach by Contractor of any term, condition, or provision contained in the Contract Documents.

18. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor not to discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, or national origin. The Contractor shall comply with all applicable laws, Executive Orders, and regulations concerning non-discrimination in employment, as amended, which is hereby incorporated by reference.

19. **INDEPENDENT CONTRACTOR STATUS.** Contractor is and shall remain an independent contractor in the performance of the Work, maintaining complete control of its workers and operations. Neither Contractor nor anyone employed or engaged by Contractor shall become an agent, representative, servant, or employee of the City in the performance of the Work or any part thereof.

20. **CONTRACT REPRESENTATIVES; ADDRESSES.** The City's representative with respect to this Agreement shall be **Kate Thunstrom, Community Development Department, City of St. Francis.** The Contractor's representative with respect to this Agreement shall be **Jeff Stocker.** All notices, requests, and instructions, or other communications given or received by either party under the terms of this Agreement shall, unless otherwise specifically provided herein, be made in writing signed by the designated representative of the party making such communication and be delivered or addressed to the designated representative of the other party at the following address:

CITY OF ST. FRANCIS ADDRESS:

City of St. Francis
Community Development Department
Attn: Kate Thunstrom
23440 Cree Street NW
St. Francis, MN 55070
kthunstrom@stfrancismn.org

CONTRACTOR ADDRESS:

Lloyd's Construction Services, Inc.
Attn: Jeff Stocker
6528 County Road 101 E
Shakopee, MN 55379
(952) 746-5832

21. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by the terms, conditions, and provisions set forth in the Contract Documents that are applicable to the subcontractor's work, unless otherwise specifically agreed otherwise in writing by the City of St. Francis.

22. **ASSIGNMENT.** This Agreement shall be binding upon and in order to the benefit of the Contractor, its legal representatives, heirs, successors, and assigns. No assignment or attempted assignment of this Agreement or any rights hereunder shall be effective unless the written consent of the City is first obtained. No such assignment, even if consented to by the City, shall relieve the Contractor from liability under this Agreement for the performance and completion of the Work in accordance with the Contract Documents.

23. **ENTIRE AGREEMENT.** The Contract Documents contain all the terms, conditions, and provisions pertaining to the Work to be completed by the Contractor, there being no other understandings, agreements, or warranties, express or implied. All prior negotiations and dealings regarding the subject matter of the Contract Documents are superseded by and merged into the Contract Documents.

24. **APPLICABLE LAW.** This Agreement shall be construed in accordance with and governed by the laws of the state of Minnesota.

25. **AMENDMENT.** This Agreement may be modified or amended only with the written approval of the City and the Contractor.

26. **CONSTRUCTION.** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

27. **AUTHORITY.** Each of the undersigned parties warrants that it has the full authority to execute this Agreement, and each individual signing this Agreement on behalf of a corporation hereby warrants that he or she has full authority to sign on behalf of the corporation and that he or she represents and binds such corporation thereby.

28. **WAIVER.** No failure by the City to insist upon the strict performance of any covenant, duty, agreement, or condition contained in this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again.

IN WITNESS WHEREOF, the parties have set their hands this ____th day of _____, 2020

CITY OF ST. FRANCIS

By: _____
Its: Mayor, Steven D. Feldman

CONTRACTOR

By: _____
Its: Jeff Stocker

Witness



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

91

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Nowthen Fire Management Contract
DATE: December 7th, 2020

OVERVIEW:

City Staff has been working with Nowthen officials on their transition from the Ramsey Fire Department partnership. The City of Nowthen formally approved the attached contract for the City of St. Francis to provide Fire Management and Administrative Services for the Nowthen Fire Department.

The Nowthen Fire Department is officially still in partnership with the City of Ramsey through 2021. One of the main objectives for St. Francis is to assist Nowthen to transition to more of a standalone fire department. They will be utilizing the services of our Fire Chief, Assistant Fire Chief and administrative staff (payroll, reporting, etc.).

The attached contract is for a potential duration of three years with escalators of 3% annually. The amounts are below:

2021 - \$75,069

2022 - \$77,322

2023 - \$79,641

ACTION TO BE CONSIDERED:

Motion to approve the attached Fire Department Management Services Agreement with the City of Nowthen.

Attachments:

*Approved Contract by City of Nowthen
Exhibit A*

**AGREEMENT FOR
FIRE DEPARTMENT MANAGEMENT SERVICES
BETWEEN
THE CITY OF NOWTHEN, MINNESOTA AND
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement ("Agreement") is made and entered into this ____ day of December, 2020 by and between the City of St. Francis, a Minnesota municipal corporation ("St. Francis") and the City of Nowthen, a Minnesota municipal corporation ("Nowthen"). The Cities will collectively be referred to as the parties.

WHEREAS, St. Francis has a Fire Chief and Assistant Fire Chief position (collectively "Fire Officials"); and

WHEREAS, St. Francis and Nowthen are committed to obtaining efficiencies in providing services to their respective citizens through the use of shared service arrangements; and

WHEREAS, the parties have held discussions and determined that it is in the best interests of both Cities to have the St. Francis Fire Officials and appropriate St. Francis staff provide Fire Department Management services to Nowthen in addition to their duties for St. Francis; and

WHEREAS, this Agreement will detail the terms of that shared service.

NOW THEREFORE, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for Nowthen to purchase Fire Department Management services from St. Francis.
2. **SERVICES TO BE PROVIDED.** The Fire Officials and St. Francis staff will provide the following services for Nowthen:
 - a. **Fire Chief and Assistant Fire Chief.** Fire Officials will perform the job duties of Fire Chief and Assistant Chief and meet the professional expectations that are set forth in the City of St. Francis' Proposal for Fire Department Management which is attached hereto as Exhibit A and incorporated herein by reference. In addition, as part of this Agreement, the Fire Chief shall also perform the duties of Emergency Management Coordinator for the City of Nowthen until such time as the Mayor of the City of Nowthen designates another individual to that position.

- b. **Nowthen Fire Department Management.** Fire Officials and City of St. Francis staff, as required, will also perform Nowthen Fire Department management duties outlined on attached Exhibit A which is incorporated herein by reference as well as all other legally permissible and proper duties and functions relating to the Nowthen Fire Department as the City Council for the City of Nowthen shall from time-to-time assign.
3. **Covenant of Diligence and Good Faith.** Fire Officials agree to perform their respective duties and job responsibilities diligently, in good faith, and to the best of their ability. Fire Officials further agree to be loyal to the Nowthen Fire Department and to support its mission and goals.
- a. **Subject to the Authority of the Nowthen City Council.** As the Fire Chief and Assistant Fire Chief, Fire Officials are subject to the authority of the Nowthen City Council in matters relating to the Nowthen Fire Department. By way of example, and without limitation, the Nowthen City Council has the authority to modify Fire Officials' job description at any time and to oversee, evaluate, and direct Fire Officials' job performance as the Nowthen City Council sees fit.
 - b. **Hours worked at each City.** The parties acknowledge that the Fire Officials shall divide their time as needed between St. Francis and Nowthen. If either party requires Fire Officials to work a set number of hours, the parties agree to meet in good faith to negotiate the number of hours the Fire Officials shall work at each respective City.
 - c. **Time Commitment.** Due to the unique nature of the Fire Department management function, it is understood and agreed that in order to properly perform the job required, the Fire Officials may have to expend additional time beyond the normal work day, and the Fire Officials agree to do same as required.
 - d. **Attendance at Nowthen Meetings.** Regular attendance is an essential function of the job. Fire Officials are expected to work the number of hours necessary to perform their respective job duties and to meet the professional expectations of the job. It is understood that the position of Fire Chief and Assistant Fire Chief require attendance at evening meetings and occasionally at weekend meetings. Fire Officials agree to devote, at a minimum, that amount of time and energy which is reasonably necessary for the Fire Officials to faithfully perform the duties of the Fire Chief and Assistant Fire Chief under this Agreement. When requested, the Fire Chief and/or the Assistant Fire Chief will attend all Nowthen City Council meetings and work sessions as they occur.

- e. **Allocation of Resources.** The parties understand the Fire Chief and Assistant Fire Chief or their designee in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation.
 - f. **Compliance with Industry Standards.** The parties understand and agree the City of St. Francis will endeavor to reasonably provide the services of the Fire Chief and Assistant Fire Chief indicated above in accord with industry standards.
- 4. **TERM.** The term of this Agreement shall be from the date first above stated through December 31, 2023 or until such time as this Agreement is terminated pursuant to paragraph 10.
 - 5. **COMPENSATION.** St. Francis shall be paid the total sum of \$75,069 for Fire Department Management Services related to this Agreement in 2021. St. Francis shall be entitled to an annual increase of 3% during the term of this Agreement. This shall equal to the amount of \$77,322.00 for 2022, and \$79,641.00 for 2023. St. Francis shall invoice and Nowthen shall pay the bill in two equal semi-annual installments due after the first City Council meeting in February and August of each year of this Agreement.
 - 6. **EMPLOYMENT STATUS.** Fire Officials are employees of St. Francis and will remain employees of St. Francis while performing services under this Agreement. No tenure or any rights or benefits, including medical or health insurance coverage, sick leave, vacation leave, severance pay or other benefits available to Nowthen employees will accrue to the Fire Officials under this agreement unless specifically stated. Payment of wages as well as payroll deductions for PERA, taxes, unemployment insurance, health insurance, disability insurance, or worker's compensation will be made by the St. Francis as required by law.
 - 7. **INSURANCE AND LIABILITY.**
 - a. **Insurance.** While attending to Nowthen matters, the Fire Officials will be insured by Nowthen under its insurance coverages including commercial general liability not less than the limitations of liability under Minnesota Statute, Section 466.04, as it may be amended from time to time, or a successor statute. St. Francis will also carry similar insurance on the Fire Officials.

- b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Nowthen and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Fire Officials' performance or failure to perform his duties under this Agreement except where such claim, action, damage, loss and expense is attributable to a specific direction from Nowthen or its employees, officials, agents or representatives.
 - c. **Liability of Nowthen.** Nowthen agrees to defend and indemnify St. Francis and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Fire Officials' performance or failure to perform his duties under this Agreement where such claim, action, damage, loss and expense is attributable to a specific direction from Nowthen or its employees, officials, agents or representatives.
- 8. **WARRANTIES.** In performing services under this Agreement, the St. Francis warrants and represents that the Fire Officials will exercise that degree of skill and care that a professional Fire Chief and Assistant Fire Chief would exercise under the same or similar circumstances. St. Francis further warrants and represents that the Fire Officials have and will maintain all necessary licenses and certifications necessary to perform the terms and conditions of this Agreement.
- 9. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:
 - a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Nowthen, and shall continue in that order until one names remains.
 - b. **Litigation.** If the dispute is not resolved within 30 days after the end of medication proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.

- c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in paragraph 10.

10. **TERMINATION/EXTENSION.**

- a. **Termination.** This Agreement may be terminated by the party desiring that the Agreement be terminated providing sixty (60) days written prior notice to all other parties any time after December 31, 2022. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notification. However, notwithstanding any other provision of this Agreement, Nowthen may immediately terminate this Agreement for cause at any time if either of the Fire Officials or City Administrator commit a "Major Offence" as outlined in Section 11 of the St. Francis Personnel Policy.

In the event of termination, Nowthen shall be refunded pro rata any pre-paid Fire Service Management Fees, alternatively, St. Francis shall be paid on a pro rata basis for any services rendered prior to the date of termination.

- b. **Extension.** This Agreement may be extended beyond the time designated in Paragraph 3 of this Agreement by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement. In the event that the Agreement is not formally extended by written agreement and services continue, the terms of this Agreement will continue to apply until Termination noted in paragraph 10(a) or the parties enter into a written extension Agreement.

11. **OWNERSHIP AND INSPECTION OF DOCUMENTS.** All documents including electronic data prepared under this Agreement will be the property of Nowthen and will be collected and maintained in a manner as deemed appropriate by Nowthen. Records Availability and Retention: The books, records, documents, and accounting procedures and practices of the Fire Officials and St. Francis staff relevant to this Agreement are subject to examination by Nowthen or its designated representative and either the Legislative Auditor or State Auditor as appropriate. The Fire Officials and both parties to this Agreement will be bound under the provisions of the Minnesota Data Practices Act and will maintain records in a fashion consistent with Minnesota Statutes, Chapter 13.

12. **GENERAL PROVISIONS.**

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

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

City of Nowthen
City Clerk
8188 199th Avenue NW
Nowthen, MN 55330
- d. **Captions.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- e. **Waivers.** The waiver by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- f. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- g. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.
- h. **Successors and Assigns.** St. Francis shall not have any right to assign, transfer, or sublet its interest or obligations hereunder without the written

consent of Nowthen. However, nothing in this subparagraph shall prevent St. Francis from providing Nowthen with a substitute for the incumbent Fire Officials in the event of the Fire Officials' absence or separation.

- i. **Interpretation.** The laws of the State of Minnesota will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS, the parties hereto have executed this Agreement the day and year first above stated.

CITY OF NOWTHEN

CITY OF ST. FRANCIS

Jeff Pilon
Mayor

Steve Feldman
Mayor

Lori Streich
City Clerk

Joe Kohlmann
City Administrator



**Proposal for Fire
Management for the City of
Nowthen**

TO: Nowthen Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Proposal for Fire Department Management
DATE: September 21st, 2020

Proposal Submittal Requirements

- 1) Resumes of Chief Dave Schmidt, Assistant Fire Chief Joe Lawrence, and City Administrator Joe Kohlmann attached. The City of St. Francis is the proposer.
- 2) References from fire service agencies on resumes.
- 3) Since all hazards can develop 24 hours a day, 7 days a week – the City of St. Francis is proposing to provide 24/7/365 service available when needed at approximately \$8.57 per hour. With an annual total cost of \$75,069 for the first year.
- 4) The City is insured with the League of Minnesota Cities Insurance Trust.
- 5) Chief Dave Schmidt and Assistant Chief Joe Lawrence will be available to start with the City of Nowthen as soon as required. Service delivery will typically be provided Monday through Friday as needed but will be provided whenever necessary to ensure adequate Fire Management services.

Proposal Highlights:

- 1) The City is proposing the services of both Fire Chief Dave Schmidt and Assistant Chief Joe Lawrence as points of contact for the Fire Management Services. They have a combined total of 46 years of experience in the areas of fire, rescue, ems, water rescue, weather, pandemic and community outreach.
- 2) Both Chief Schmidt and Assistant Chief Lawrence have an Associate of Science in Fire Science degree.
- 3) Both officers have extensive experience as paramedics.
- 4) Both officers have an extensive employment history in Fire Management.
- 5) Both officers have received extensive awards including the 2019 Fire Officer of the year for cities under 10,000 population from the Minnesota State Fire Chief's Association.



6) Both officers were instrumental in and have a track record by restructuring, reorganizing, and refocusing the City of St. Francis Fire Department in under three years.

7) They have attained over \$25,000 in grant fund over the last two years for the City of St. Francis.

8) The City also proposes to include, if desired to be utilized by the City of Nowthen, Administrative Services provided on demand by the City of St. Francis. These would be provided at no extra cost and available at Nowthen's discretion to build a stronger partnership. While it is anticipated Chief Schmidt and Assistant Chief Lawrence will handle many of the items below, they will have access to the St. Francis City Administrator to consult with and the St. Francis Accounting Tech for payroll services. The contact for these services will be City Administrator Joe Kohlmann.

a) Performing payroll services for Nowthen fighters – deductions, timesheets, paychecks, and record keeping.

b) Overall Department Financial Management and Recommendations to review and consider. Quarterly expenditure reporting, capital planning and financing.

c) Fire Budget Preparation

d) Human Resources consulting, policy recommendation and implementation

e) Investigations, complaint review, disciplinary recommendations

9) Chief Schmidt and Assistant Chief Lawrence will have access to the City of St. Francis' entire Management Team for any additional city related questions. This includes but is not limited to the City's Police Chief/Emergency Management Director, the Public Works Director and City Clerk. While these positions will not generally be in contact with the City of Nowthen, they will be available for any assistance to grow the partnership between the two cities.

- *Attached are the description of services*

Proposer Contact Information:

Joe Kohlmann
City Administrator
City of St. Francis
(763) 235-2301
jkohlmann@stfrancismn.org

Proposal for Fire Management and Administrative Services:

Fire Management

1) Management Services

- a) Services to including day to day management of the fire department and emergency response model for the city of Nowthen.
- b) Including collaboration with firefighters and station leadership, Anoka County Sheriff's Office, elected officials and all other city departments.
- c) Provide a strong leadership presence
- d) Create a culture of open dialogue with elected officials
- e) Develop partnerships with surrounding communities

2) Training management and coordination

- a) Develop and implement internal (monthly department trainings) and external (outside courses) training program which meets the annual training requirements for competency and certification levels for Fire, EMS, and Emergency Management.

3) Data collection, compilation, and analysis

- a) Develop a comprehensive data recording and reporting process for calls for service, attendance, trends, and patterns of emergency operations.
- b) Present quarterly reports and monthly comparisons to the elected officials

4) Code Enforcement

- a) Build a fire safety program for commercial business that focuses on safety of facilities and employees in a non-confrontational manner.
- b) Create lasting mutual beneficial relationships with the business owners regarding fire and safety planning.
- c) Ensure that permit burns, recreational fires, egress and access to facilities and fire alarms and fire suppression systems meet community based standards
- d) Create, implement and perform public education programs for community families and business

5) Policy Development

- a) Develop policies and procedures consistent with industry standards with input from staff and city stake holders
- b) Create policies that are fair, firm and square

6) Policy Implementation

- a) Implement policies and procedures with a consistent training plan reflective of desired expectations and performance.
- b) Ensure that capabilities are reflective of the policies and procedures

7) Policy Enforcement

- a) Create a culture of accountability throughout the organization
- b) Appoint qualified, mission focused leaders to facilitate organization goals
- c) Address personnel concerns in a timely fashion with respect

- 8) Personnel Development, management, recruitment, retention
 - a) Identify current certification levels and create opportunities for advancement
 - b) Identify pathways for educational experiences
 - c) Create a work environment based on trust, community and input
 - d) Develop strategies of engagement for staff to take ownership with in the organization
- 9) Asset Management – inventory, maintenance
 - a) Create an inventory record of assets with a replacement and maintenance plan
 - b) Ensure assets are being maintained in accordance with regulatory compliance (OSHA, NIOSH, NFPA)
- 10) Capital Equipment – inventory, maintenance and planning
 - a) Identify capital equipment needs and create a long term budget strategy for acquiring apparatus, SCBA, turnouts, and other high dollar expenditures
 - b) Engage elected officials input regarding funding strategies and needs
 - c) Implement a continuous inventory and status reports for major equipment
- 11) Organizational Strategic Planning
 - a) Create, develop and implement a department based on community driven core values
 - b) Create structural plans for the organization based on community growth ensuring that department capabilities meet future needs
- 11) Emergency Management
 - a) Manage the Emergency Operations plan for the city of Nowthen in cooperation with the Anoka County Sheriff, City Staff, and Elected Officials
- 12) Operations and Maintenance efficiencies
 - a) Identify short term equipment needs
 - b) Provide a budgeting process to acquire and replacement equipment with in its expected life span
 - c) Implement maintenance processes and policies to ensure equipment remains functional
 - d) Conduct annual review of policies and procedures in regards to industry standards
- 14) Staffing increase and responsiveness increase
 - a) Identify appropriate staffing levels for the fire department
 - b) Hire, train and retain appropriate staffing levels
 - c) Create a reporting systems, monthly and quarterly for city staff and elected officials

Administrative Services

- 1) Perform Payroll Services, payables –
 - a) Deductions, timesheets, paychecks, record keeping
- 2) Overall Department Financial Management Recommendations and Review

- a) Quarterly Expenditures Reporting
- b) Capital Planning and Financing review and recommendations
 - i) Buildings, fleet, equipment, etc.
- 3) Fire Budget Preparation for Council Review
- 4) Human Resources consulting and policy, recommendations, implementation
- 5) Investigations, complaint review, disciplinary recommendations, etc.
- 6) Grant research and application preparation

TOTAL Cost\$75,069

***Proposal assumes Nowthen funds all routine operating expenditures such as fire fighter pay, training costs, equipment costs, and all other normal operating expenditures. Also, assume a 3% annual escalating cost.**



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
9J

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Non-union COLA
DATE: December 7th, 2020

OVERVIEW:

Non-union COLA has not been determined for 2021. A 2.75% would be consistent with union contracts. In addition, it has been planned for in the 2021 City Budget.

ACTION TO BE CONSIDERED:

Motion to approve a 2.75% non-union Cost of Living Adjustment for non-union employees in 2021.