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

TUESDAY, SEPTEMBER 8, 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 – August 17, 2020
   B. City Council Work Session Notes – July 14, 2020
   C. City Council Work Session Notes – August 10, 2020
   D. School Resource Officer Contract with St. Francis Area Schools 2020-2021
   E. Skid Steer Replacement
   F. Generators - Load Bank Testing Quotes
   G. Fiber Optic to the Bottle Shop
   H. Rental License Approvals – Mid Year
   I. CARES Act Grant Funding –Election Expenses Res 2020-32
   J. Assessing Contract Renewal – Erik Skogquist
   K. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
   A. Adjusting the Tax Levy for Bond Indebtedness – Resolution 2020-33
   B. Preliminary Approval of Proposed 2020 Tax Levy, Collectible in 2021 and Setting Budget Hearing Date – Resolution 2020-34
   C. Conditional Use Permit Revocation – Multiple Properties
   D. Conditional Use Permit Revocation – Lot 1, Block 1 Meadows of St. Francis 2nd Addn.
   E. Fire Department Garage Floor Repair
   F. Food Vendor – Bottle Shop Parking Lot
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
    A. Councilmember Reports -
    B. Upcoming Events –
       Sept 7 Labor Day –City Offices Closed
       Sept 8(Tues) City Council Meeting 6:00 pm, Zoom meeting
       Sept 16 Planning Comm. Meeting @ 7:00 pm
       Sept 19 Recycling Event @ LePage & Sons 8 am-noon
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-268

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
August 17, 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: Councilmembers Robert Bauer, Kevin Robinson, Sarah Udvig, Joe Muehlbauer, and Mayor Steve Feldman.

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 BAUER SECOND MUEHLBAUER APPROVING THE REGULAR CITY COUNCIL AGENDA.
Ayes: Bauer, Muehlbauer, Udvig, Feldman, and Robinson,
Nays: None
Motion carried 5-0.

4. **CONSENT AGENDA**
A. City Council Minutes – August 3, 2020
B. 2020 Street Reconstruction and Watermain Improvement Project – Pay Estimate No. 2 to Kuechle Underground for $325,584.87
C. 2020 Street Rehabilitation Project – Pay Estimate No. 2 to North Valley Inc. for $158,985.53
D. Rivers Edge 3rd Addition – Letter of Credit Reduction
E. Rivers Edge 4th Addition – Letter of Credit Reduction
F. Payment of Claims $862,550.40 (ACH 293E-294E $201,985.38 and Check #'s 77893-77968 $660,565.02)

MOTION BY ROBINSON SECOND UDVIG APPROVING THE CONSENT AGENDA ITEMS A - F.
Ayes: Robinson, Udvig, Bauer, Feldman, and Muehlbauer.
Nays: None
Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**
None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**
None

8. **OLD BUSINESS**
None

9. **NEW BUSINESS**
A. 2020 Street Reconstruction and Watermain Improvement Project –Change Order No. 2
City Engineer Craig Jochum reported this item was discussed at the last city council meeting. This change order is for an additional street light just north of the St. Francis Hardware store along Butterfield Drive. The street light would be installed by Connexus Energy on an existing wood pole for a cost of $910. If this cost were assessed to the property owners, their assessment would increase about $50 per property. We did reach out to the property owners and invited them to the meeting but have not received any comment. The city can also dictate the wattage of the light. Feldman said I am in favor of the light. I think at the neighborhood meeting we had before the start of the project we heard positive feedback on the additional lighting. Bauer was for the light too. Asked the engineer if lights are usually assessed. Jochum stated this is an amenity and do not see a problem assessing it. Bauer stated in regards to the wattage maybe it should be the same as the rest. Feldman asked what about the monthly cost of the light, who pays for that? Public Works Director Jason Windingstad stated the City pays for the monthly usage cost and it is about $6 per month per light for all our streetlights, it is a budgeted item. We do like the additional lighting for public safety and is beneficial when plowing. Jochum stated Connexus Energy will start with a higher wattage and lower it if needed.
Udvig said she was for the light and the cost is not too much.
Robinson liked the idea they can come back and adjust the brightness too. Cost is reasonable and we pay the monthly cost.
Muehlbauer agree with what everyone has said.
MOTION BY UDVIG SECOND BAUER APPROVING CHANGE ORDER NO. 2 FOR THE 2020 STREET RECONSTRUCTION AND WATERMAIN IMPROVEMENT PROJECT.

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

B. 2020/2021 School Resource Officer Contract
The contract that was in the packet has been in the St. Francis Area Schools possession since early summer/late spring. We do not have another meeting until September 8 and the school board meets August 24th. Council recommended to Chief Schwieger to hold off with the hiring process until after the school board meeting on the 24th. The annual amount of the contract was $74,818 but the City gave them a credit of $23,841 for the 2019-2020 school year due to the COVID-19 pandemic and

the school building closures. They would owe a maximum of $50,977 if the school is open all year. After some discussion, it was suggested to add to the contract they pay not less than 50% of the total 2020-2021 contract amount which would be $37,409. Discussion continued on whether or not this 50% minimum should be added to the contract but in the end the council agreed to add the language.
MOTION BY ROBINSON SECOND MUEHLBAUER THE AMOUNT CREDITED TO THE SCHOOL DISTRICT NOT TO EXCEED LESS THAN THE FIFTY PERCENT (50%) MARK OF THE TOTAL 2020-2121 AMOUNT ($74,818 *.5 = $37,409) AFTER REDUCTION OR CREDIT IN THE SCHOOL CONTRACT AMOUNT.

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

C. <u>Permits for Food Vendors in Community Park</u>

The City was contacted by Gopher State Expositions about bringing in food trucks to the City. They did say they would be working within the CDC guidelines The Chamber of Commerce with their City Wide Garage Sales this Saturday were also looking at bringing in some food trucks as part of their event. After contacting the Chamber of Commerce it was agreed to partner. The dates of the food truck event would be Thursday, August 20 – Sunday, August 23.
Feldman ask for both the police and fire chief's comments or concerns. Chief Schwieger said his concern would be parking and keeping an area open for emergency vehicles to get in and out if need be. The police will have presence in the park with Officers and our Reserve Officers. Chief Schmidt thought it was a good idea for the residents. On the emergency management side, we will watch that certain areas are left open for access.
Feldman thinks it also will be good for the residents and is considering of waiving the fee for the food vendors. Thunstrom said she believes the fee is $50.
Udvig also agreed with waiving the fee and help support the Chamber.
Muehlbauer said he is all for it and the fee is minimal.
Bauer agreed too with waiving the fee and try to advertise it as much as possible. He did ask about the electronic sign in Community Park to see if we could start putting it on there to promote the event. Robinson was in agreement with waiving the fee and asked if local vendors were invited too. Udvig said she reached out to some and they were already booked. Feldman said maybe this is something we can do more often even at ribbon cuttings and the liquor store parking lot now that we have a contact.
MOTION BY UDVIG SECOND MUEHLBAUER APPROVING THE FOOD VENDOR'S PERMITS AND WAIVING THE FEE.

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

10. **<u>MEETING OPEN TO THE PUBLIC</u>**
None.

11. **<u>REPORTS</u>**

A. Department Reports – Public Works Department – July Monthly Reports
Public Works Director Jason Windingstad gave the monthly report. The council all agreed good report again this month and keep up the good work. Udvig said she was appreciative that staff came to the door with flyers when they were going to have to shut off water in her area so they could have water back up. Feldman said keep up the good work.

B. Councilmember Reports -
Udvig – spoke with some school board members regarding the SRO. Going to be supporting the Chamber of Commerce this weekend and attending garage sales and the food vendors in the park.
Bauer – like to see the electronic billboard to have a message on their regarding the food vendors. Be safe and social distance. Windingstad stated in regards to the sign, it is not currently working and we have been trying for some time to get it repaired. They are waiting for parts, I will call them again.
Robinson – attended the three-hour work session. Thanked council and staff, doing good work.
Muehlbauer – had the pleasure attending the Oak Grove City Council meeting with City Administrator Joe Kohlmann. Kohlmann did a very good job of explaining the work to be completed along Poppy Street. They will be having their engineer review the information.
Feldman – thanked everyone that spoke with Oak Grove on this matter. Feldman asked Jochum, any updates on the Riverbank project. We did reach out to the contractor because the seed came up horribly in the ditches. We will be setting up a meeting with the contractor. Resident is still concerned about Arrowhead Street and the no parking on his side of the street. Also in regards to projects such as the one along 225th Lane and 226th Avenue, people are asking can't they work in the rain; the contractor is delaying to get more money. No they cannot work in the rain and the contractor is not delaying the project to get more money. The fire station has leaks again. Getting estimates to get it repaired. Good job liquor store staff working through everything. Feldman also asked Thunstrom if she has been in contact with the realtor on the four parcels and she said yes she has. Feldman hopes next year, we see a lot of process and like to get everyone's input.

C. Upcoming Events –
Aug 19 Planning Comm. Meeting @ 7:00 pm
Aug 22 SFACOC City Wide Garage Sales – All Day
Sept 7 Labor Day –City Offices Closed
Sept 8(Tues) City Council Meeting 6:00 pm, Zoom meeting

12. **ADJOURNMENT**
There being no further business, Mayor Feldman adjourned the regular city council at 7:18 pm.

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Barbara I. Held, City Clerk

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

CITY COUNCIL WORK SESSION NOTES
JULY 14, 2020
6:00 P.M.

1. **Call to Order/Roll Call**
The Work Session was called to order at 6:02 pm by Mayor Steve Feldman. at the Public Works/Police Facility, 4058 St. Francis Blvd.

Present were Mayor Steve Feldman, Council members Robert Bauer, Sarah Udvig, Kevin Robinson and. Joe Muehlbauer excused. Also present were City Administrator Joe Kohlmann, Police Chief Todd Schwieger, Community Development Director Kate Thunstrom, Finance Director Darcy Mulvihill, Public Works Director Jason Windingstad, Fire Chief Dave Schmidt and Community Development Specialist Jodie Steffes.

2. **Police Department Discussion**
Police Chief Todd Schwieger discussed the need and value of the 12th officer that was added in 2018. When the St. Francis Schools chose to eliminate a School Resource officer position in 2019, the City Council gave direction for the police department to forward with the implementation of a Community Resource Officer. Officer Hearn was assigned to this position in September of 2019 is very proactive within the community and plays a large role in the department's community outreach programs. This position has provided value to the department, new community outreach programs, social media, and enforcing rental housing ordinance violations, and assisting Community Development in enforcing designated code violations. With the resent resignation of Officer Jody Black the department would like to be able to maintain 12 officers and the Community Resource Officer position. Therefore, be able to fill the open position.

After discussion, the council agreed to stay with 12 officers and move forward with filling the vacancy.

3. **Bridge Street Discussion**
City Administrator Joe Kohlmann stated when the City constructed a new wastewater plan that allowed for a considerable amount of increase urban growth within St. Francis. An Economic Development Study began in 2016. The St. Francis Forward Plan included a comprehensive analysis of the City's two major commercial corridors – Highway 47 and Bridge Street. Surveys and interviews were conducted with members of the community. Survey responses supported the significant investment the City has made into Bridge Street. A comprehensive building condition inventory was conducted in 2018 to inventory current conditions and future needs. Both the fire station and city hall recommended square footage be much large than it is today. One of the potential courses of action recommended by the St. Francis Forward Plan was for the City to invest in a new civic use on Bridge Street at the existing Fire Department building Site. This could potentially include a City Hall/Fire Station use for the site. I will turn it over to Kate (Thunstrom) to provide a

verbal overview on the department's experience and conversations on marketing the Bridge Street area.

Thunstrom provided maps along property. She first pointed out all City owned property along Bridge Street. Bridge Street continues to transition. The city has acquired blighted properties along Bridge Street. Both the Hardware Store and Rum River Inn have gone on the market. The Rum River Inn is on the historical registry. The cost to remodel the former Oakland building also has a large remodeling cost associated to it. Flo's Beauty Shop along with a rental property on the corner of Bridge and Ambassador Blvd. are owned by the same person and is for sale. There is interest but the remodeling cost of the current buildings for sale is large. If we moved to Bridge Street maybe it would jump-start the area.

Feldman agreed a new city hall and fire station on Bridge Street would give a jump-start to Bridge Street.

Robinson said there is a lot to digest. I think city hall could be on this site maybe not the fire station. What about the post office be a tenant. Thunstrom said maybe we also speak with Anoka County Library too. There will need to be lot line adjustments for the Hardware Store when it is sold.

Udvig said she too said there is a lot to take in. Is the area large enough for both city hall and a fire station. We just need to be financially responsible for our citizens.

Feldman said we have been putting a lot of money into the fire station and city hall is very tight. They could use more room.

Bauer agreed I think we need to expand but I think we need to have discussion with Anoka County Library, post office. We also need to find out what Anoka County is going to do with the intersection of Bridge and Ambassador Blvd.

Discussion was held on the intersection and will there be a roundabout there. Thunstrom stated if we do purchase that property and have a design it would need to go to Anoka County for their comments.

Council agreed maybe the city should explore the potential purchase of Flo's and the house on the corner of Bridge and Ambassador Blvd., four parcels. Potentially look at EDA funds and liquor funds for the purchase of the four parcels.

Feldman said he had a resident address him about an easement concern and MS4 fees.

4. **Adjournment**

Mayor Feldman adjourned the work session at 8:42 pm.

Submitted by,

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Barbara I. Held, City Clerk

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

CITY COUNCIL WORK SESSION NOTES
AUGUST 10, 2020
6:00 P.M.

1. **Call to Order/Roll Call**
The Work Session via Zoom was called to order at 6:00 pm by Mayor Steve Feldman.

2. **Roll Call:** Present were Mayor Steve Feldman, Council members Robert Bauer, Kevin Robinson and Sarah Udvig. Joe Muehlbauer arrived at 6:03 pm. Also present were City Administrator Joe Kohlmann, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Public Works Director Jason Windingstad, and Finance Director Darcy Mulvihill.

3. **2021 Budget**
City Administrator Joe Kohlmann provided an Executive Memo - General Fund Overview for the City Council. This information was included in their Work Session packet.

a. Police Officer
Chief Schwieger discussed the status of the School Resource Officer (SRO) contract. St. Francis Area Schools will be deciding soon how they are going to open this fall. Currently the City is taking applications for a police officer to fill the recent vacancy created by Officer Black. Chief Schwieger state we would like to continue with the hiring process to maintain 12 officers for shift coverage and a SRO for the schools when needed and approved by the school board.

Council had some concerns whether or not we should continue to fill the vacancy if the school district should discontinue the SRO contract. The contract will be discussed again at the August 24 school board meeting. All of the council members had comments and concerns about the contract and if the school decides not to move forward with a SRO. The council also wanted some guarantee that if a SRO is in the school and there is another shut down due to COVID that we receive at least 50% of the contract fee. They are already receiving a credit from last year's shut down. The amended contract with the 50% guarantee will be on the August 17th City Council meeting.

b. Land
Kohlmann stated Community Development Director Kate Thunstrom is out of town but she put together a cost estimate for the acquisition of the parcels discussed at the July 14, 2020 Work Session. Staff is recommending utilizing $243,000 in EDA funds and General fund Reserve balance of !87.000 totaling the $430,000 in the estimated cost for the four parcels. Those numbers tie in to the Executive memo provided.

Council discussed the potential purchase of the four lots for a future site for City Hall/Fire Station. They also referenced the St. Francis Forward Plan and the redevelopment of Bridge Street. Fire Chief Schmidt said the buildings could also be used for training before demolition.

During Council discussion there were concerns are we moving too fast on things and obtain the properties? Others felt we have to prepare for the future and purchase the property now and maybe build within 3-5 years plus being fiscally responsible and prepare for the future. Could the post office and library also be part of the city hall/fire station? Discussion was for more retail along Bridge Street. Questions were raised about road access and upgrades of Bridge Street. Consensus was to bring forward to a future council meeting the land purchase discussion.

c. Buildings

Kohlmann discussed the future tax rates and tax capacity noted the spreadsheet that was part of the packet. Buildings were discussed again and saving/planning for the future. Direction from the council is to use the .0005% increase for setting the levy. Help us prepare for the future.

d. Parks

Kohlmann stated staff put together some rough estimates for the development of parks. There was other discussion on a splash pad and estimates were obtained. There was a large difference in cost for the splash pads. This was brought up after comments were received from social media. Consensus was not to move forward at this time for a splash pad due to the potential cost.

e. Liquor Store

Not sure, when is the time to expand and/or renovate the liquor store but it still should be addressed, we already have plans and specifications drawn up. Council thought maybe the city should wait to see if the pandemic has any effect on our budget. Possibly putting a cap on the amount we are spending on the expansion too. Quotes for fiber optic is moving forward and should be on a future agenda but council would like to get that done this year. Feldman stated tell John (Schmidt) and the rest of the employees they have done a great job during this pandemic. Feldman also thanked council and staff for working together and doing what's better for the city.

4. **Adjournment**

Mayor Feldman adjourned the work session at 8:54 pm.

Submitted by,

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Barbara I. Held, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 D

TO: Joe Kohlmann, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: **2020/2021 School Resource Officer Contract**

DATE: September 8th, 2020

OVERVIEW: On August 24th, 2020 the Independent School District 15 School Board approved the 2020-2021 School Resource Officer contract with the added amendment:

On days that the students of St. Francis Area Schools have a distance learning platform learning day, the School Resource Officer (SRO) will be assigned a duty for the day based on consultation of the Superintendent and Police Chief.

ACTION TO BE CONSIDERED: City Council to approve the 2020-2021 contract for 1 school resource officer between the City of St Francis and Independent School District 15.

BUDGET IMPLICATION: Independent School District 15 shall pay the City of St Francis Seventy Four Thousand Eight Hundred Eighteen Dollars ($74,818.00) less credited amount of Twenty Three Thousand Eight Hundred Forty One Dollars ($23,841.00) from the 2019-2020 school year due to the COVID pandemic and school building closures. During the 2020-2021 school year the amount credited to the School District is not to exceed less than fifty percent of the total 2020-2021 amount ($74,818 *.5 = $37,409) after reduction or credit in the school contract amount. Payments shall be made on a quarterly basis in the fiscal year 2020-2021. The remainder of the officers' wages for the year 2021 are budgeted.

Attachments: 2020/2021 School Resource Officer Contract

CONTRACT FOR SCHOOL RESOURCE OFFICER

FOR INDEPENDENT SCHOOL DISTRICT 15

ST. FRANCIS, MINNESOTA

2020-2021

THIS CONTRACT by and between the City of St. Francis (hereafter referred to as "City") Anoka County, Minnesota and Independent School District 15, (hereafter referred to as "District") Anoka County, Minnesota, is entered into under and by virtue of Minnesota Statutes, Section 471.59 and Section 123B.02.

1. OFFICER EMPLOYED BY CITY. The City shall provide law enforcement services to the District through the use of a police officer who will serve as School Resource Officer. The Officer will be employed by the City and the City shall assume all obligations with regard to worker's compensation, PERA, withholding taxes, insurance and other employment related obligations. The District will not be considered the employer of the officer for any purpose.

2. TERM OF CONTRACT. This contract shall be effective for school year 2020-2021 beginning on September 8, 2020. The school year shall consist of 171 student contact days, for a total of 1,368 hours.

3. ADMINISTRATIVE RESPONSIBILITIES. Law enforcement services rendered to the District shall be at the sole direction of the City Council. Standards of performance, discipline of the Officer assigned and other internal matters, shall be under authority of the Chief of Police of the City. The District shall provide the City with an appraisal of the police liaison service received. This will be done at least annually and will result from a program review conducted by the District's staff.

4. LEVEL OF SERVICE. The City will assign a total of one officer to provide law enforcement services to St Francis Area Schools. Primary service responsibilities of the SRO will be to the High School and Middle School. These services will consist of the SRO officer remaining available and responding to service needs pursuant to this contract that shall only be secondary to the officers greater priority to respond to emergency calls, attend police training and special duties as assigned by the Chief of Police of the City. The normal staffing will be one officer. In the event the assigned officer is absent, whether such absence is due to vacation, sick or other reasons the City will assign one other Police Officer on duty as responsible for meeting its

obligations pursuant to this Agreement. The Police Department will provide additional coverage for events that happen outside of normal school hours, such as athletic events, dances at the rate of $64.82/hour. Reimbursement for additional time will be invoiced separately as it occurs. Law enforcement services will be provided to the St Francis Learning Center and St Francis Elementary School by any available on duty St Francis Police Officer.

5. DUTY OF OFFICER. Basic duties of the officer shall be set forth in a job description provided to School Officials by the Chief of Police of the City. The Police Chief and School Officials will also meet annually to discuss School Resource Officer expectations.

On days that the students of St. Francis Area Schools have a distance learning platform learning day, the School Resource Officer (SRO) will be assigned a duty for the day based on consultation of the Superintendent and Police Chief.

6. CLOTHING, EQUIPMENT AND SUPPLIES. The Officer assigned to the schools will be a uniformed officer. The City shall provide required clothing, uniforms, vehicle, necessary equipment and supplies for Officer to perform law enforcement duties.

7. SCHOOL CALENDAR. The District shall provide the City's Police Department with a school calendar on an annual basis.

8. TERMINATION. This agreement shall remain in full force and effect from the date hereof unless terminated by either party upon ninety (90) days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.

9. DURATION AND COST. For and in consideration of the provision of police service In accordance with the terms of the Contract, the District shall pay the City the sum of Seventy Four Thousand Eight Hundred Eighteen Dollars ($74,818.00) less credited amount of Twenty Three Thousand Eight Hundred Forty One Dollars. ($23,841.00) from the 2019-2020 school year due to the COVID pandemic and school building closures. Payments shall be made on a quarterly basis in the fiscal year 2020-2021. If the school contact days are reduced by the Minnesota Department of Education or State of Minnesota for COVID-19 related mandates by more than 60 school days, the City and School District will meet and confer with the intent to renegotiate a potential reduction or credit in the school contract amount.

The amount credited to the School District not to exceed less than the fifty percent (50%) mark of the total 2020-2021 amount ($74,818 *.5 = $37,409) after reduction or credit in the school contract amount.

10. FUNDING LOSS TERMINATION OPTION. In accordance with Minnesota Statute

465.71 the District may elect to cancel this contract if budgeted funds are not available to continue the service in this manner.

11. INDEMNITY AND HOLD HARMLESS. As a condition of City's assignment of a School Resource Officer pursuant to this Agreement, School District agrees to and shall indemnify, protect, save, hold harmless and insure City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by School District or its agents, employees, contractors or subcontractors with respect to School District's performance of its obligations under this Agreement. School District shall defend City against the foregoing, or litigation in connection with the foregoing, at School District's expense, with counsel reasonably acceptable to City. City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

The City agrees to and shall indemnify, protect, save harmless and insure School District, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Agreement. City shall defend School District against the foregoing, or litigation in connection with the foregoing, at City's expense, with counsel reasonably acceptable to School District. School District, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the gross negligence or willful misconduct of School District. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

12. AMENDMENTS. This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

13. DATA PRACTICES. Sharing of data will be done only pursuant to the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Any data shared between the two parties to this Agreement will be maintained in accordance with state and federal law.

14. GOVERNING LAW. This Agreement shall be construed as to both validity and performance enforcement in accordance with and governed by the laws of the State of Minnesota.

15. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF ST. FRANCIS	INDEPENDENT SCHOOL DISTRICT 15
By:____________________	By:____________________
Title:__________________	Title:__________________
By:____________________	By:____________________
Title:__________________	Title:__________________
Dated:_________________	Dated:_________________

City of
St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 E

TO: Joe Kohlmann, City Administrator

FROM: Jason Windingstad, Public Works director

SUBJECT: **Skid steer replacement**

DATE: 9/8/2020

OVERVIEW: Currently the Public Works department operates a Bobcat s 570-wheel machine. Previously the machines have been traded in yearly, the dollar amount changes from year to year depending on use and what its being traded for. We are at the time of year where the trade in has come due. As I stated when I was hired I wanted to evaluate all duties and functions of the Public Works Department., in doing so it was clear to me that we do not own a piece of equipment with a track system. When purchasing a skid steer, you look at two major things, one being what will its primary use be, and how long will it last. Being a MS4 City we are responsible for maintaining storm ponds and storm sewers. In maintaining storm ponds, you have to make sure they are clear of trees, brush, and debris. Doing an inventory of our ponds its clear that its time to start this maintenance. A wheel style machine will not handle this type of work that has to be done. It will take a track machine with an industrial brush hog to do so. We will also be able to use the track machine for all other functions that the wheel machine currently does and more. My goal would be to keep this machine 3 to 5 years before trading in on a newer model. We can achieve this my performing quality maintenance. You will notice that the Caterpillar quote is $1,766.20 higher then the Bobcat. Reason being is Cat offers a premier warranty of 1 extra year or a 1000 hrs. and the of operation and bobcat does not. I feel by keeping the unit an extra 3-5 years having the extra insurance policy in place was a smart way to go. If we have a mechanical issue it would be the length of time that we own it verses the number of hours we would put on the machine that could give us warranty work. With said if we decided not to go with the extra warranty the difference is only $ 316.20. My team all had a chance to operate both machines and it was a unanimous decision that the cat was easier to operate and much smoother to operate.

ACTION TO BE CONSIDERED:

It is my recommendation that Council approves the trade in of the Bobcat S570 on a Caterpillar 259D3 from Ziegler cat in Columbus Mn for the trade in amount of $26,020.

BUDGET IMPLICATION:

Trade in cost would come out of the CIP budget monies that was left over from the cost savings of the wide area mower . $65,000.00 was budgeted and $25,866.00 was spent with a remaining amount of $39,134.00

Attachments: Quotes from Ziegler cat and Crawford's Equipment.

Product Quotation

Quotation Number: HMM-21257
Date: 2020-05-06 11:13:24

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF ST FRANCIS Attn: JASON WINDINGSTAD 23340 CREE STREET ST FRANCIS, MN 55070 Phone: (763) 753-2304 Fax: (763) 753-9881	**Crawford's Equipment, Inc.,Cambridge,MN 4898 HWY 95 NW CAMBRIDGE MN 55008 Phone: (763) 689-1794 Fax: (763) 689-3028**	**Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer** Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader	M0349	1	$41,725.60	$41,725.60

74.0 HP Tier 4 V2 Bobcat Engine
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard
Cylinder Cushioning - Lift, Tilt
Engine/Hydraulic Performance De-rate Protection
Glow Plugs (Automatically Activated)
Horn
Instrumentation: Standard 5" Display (Rear Camera Ready) with Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.
Lift Arm Support
Lift Path: Vertical
Lights, Front and Rear LED
Operator Cab

- Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt
- Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471
- Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)

Parking Brake: Spring Applied, Pressure Released (SAPR)
Solid Mounted Carriage with 4 Rollers
Tracks: Rubber, 12.6" Wide
Warranty: 2 years, or 2000 hours whichever occurs first
Machine IQ Telematics

Description	Part No	Qty	Price Ea.	Total
P67 Performance Package "Power Bob-Tach, 7-Pin Attachment Control, Two-Speed, High Flow, Dual Direction Bucket Positioning"	M0349-P06-P67	1	$4,391.80	$4,391.80
C68 Comfort Package "Enclosed Cab with HVAC, Sound Reduction, Touch Display, Heated Cloth Air Ride Suspension Seat, Premium LED Lights, Rear View Camera"	M0349-P07-C68	1	$5,160.40	$5,160.40
Selectable Joystick Controls	M0349-R01-C04	1	$567.70	$567.70
15.7" C-Pattern Rubber Track	M0349-R09-C02	1	$1,117.90	$1,117.90
5-Link Torsion Suspension Undercarriage	M0349-R21-C13	1	$1,677.90	$1,677.90
74" Heavy Duty Bucket	7272680	1	$855.00	$855.00
--- Bolt-On Cutting Edge, 74"	6718007	1	$230.00	$230.00

Total of Items Quoted	**$55,726.30**
Dealer Assembly Charges	**$52.50**
Trade 2019 Bobcat S570 W/Bucket ALM429341	**-31,525.00**
Quote Total - US dollars	**$24,253.80**

Notes:

**Prices per the Minnesota Contract# 170700, T-631(5).*
**Must be a Coop Member to purchase off contract*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Destination within the 48 Contiguous States.*
**Delivery: 60 to 90 days from ARO.*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with placed order.*
**TID# 38-0425350*
****ORDERS MUST BE PLACED WITH:** **Clark Equipment Company dba Bobcat Company, Govt Sales, PO Box 6000, 250 E. Beaton Drive, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE	**DATED**
PRINT NAME AND TITLE	**PURCHASE ORDER #**

SHIP TO ADDRESS:______________________________

BILL TO ADDRESS (If different than Ship To):______________________________

☐

Ziegler Inc.

177006-01

September 1, 2020

CITY OF ST FRANCIS
23340 CREE ST
SAINT FRANCIS, MN 55070-9390

Dear Jason Windingstad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 259D3 Compact Track Loader – MNDOT BID

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Corbin Buchholz
Territory Manager

Caterpillar Model: 259D3 Compact Track Loader

Standard Equipment

POWERTRAIN

Cat C3.3B diesel engine
-Gross horsepower per SAE J1349
74.3 hp (55.4 kW) @ 2400 RPM
-Electric fuel priming pump
-Glow plugs starting aid
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil

UNDERCARRIAGE

Suspension - independent torsion axle(4)

HYDRAULICS

Filter, cartridge type, hydraulic
Filters, canister type, fuel and water separator
Radiator / hydraulic oil cooler (side-by-side)
Spring applied, hydraulically released, parking brakes
Hydrostatic transmission

Two speed motor

ISO or H pattern controls:
Electro/hydraulic implement control
Electro/hydraulic hydrostatic
transmission control
Speed sensor guarding

ELECTRICAL

12 volt electrical system
80 ampere alternator
Ignition key start / stop / aux switch
Lights:
-Gauge backlighting
-Two rear tail lights
-Dome light
Backup alarm
Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock dystem, when operator
leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button
keypad
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
USB charging port
Horn
Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)
Belly pan cleanout
Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose
Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007

MACHINE SPECIFICATIONS

4.1	**Skid/Compact Track Loader Options:**
3.0	259D3 COMPACT TRACK LOADER
4.1.2	PRESSURIZED CAB, HEATER/DEFROSTER, AIR CONDITIONING & DOOR
4.1.5	AIR SUSPENSION SEAT-CLOTH
4.1.6	PROPORTIONAL WORK TOOL CONTROL
4.1.8	TWO SPEED CONTROL
4.1.9	HYDRAULIC COUPLER
4.1.10	FAN, COOLING, DEMAND
4.1.13	HIGH FLOW HYDRAULICS
4.1.14	DOOR, CAB, POLYCARBONATE
4.1.16	RADIO AM-FM, CD, BLUETOOTH

4.1.17	ADVANCED DISPLAY WITH BACKUP CAMERA
4.1.19	DUAL SELF-LEVELING
4.1.20	HEAVY DUTY BATTERY W/DISCONNECT
4.1.21	LIGHTS LED
4.1.24	REAR LIGHTS
4.1.27	SEAT BELT, 2"
4.1.29	RETURN TO DIG/ WORKTOOL POSITIONER
4.1.35	HEATER, ENGINE COOLANT, 120V
4.1.36	PRODUCT LINK, CELLULAR, PL243
4.1.44	TRIPLE FLANGE IDLERS
4.1.47	TRACK, RUBBER, 15.7 IN (400MM) BAR TREAD
4.2.3	BUCKET-GENERAL PURPOSE, BOLT ON CUTTING EDGE 74"
	3 YEAR / 1,000 HOUR PREMIER

SELL PRICE	$60,020
2020 BOBCAT S570 SKID STEER WITH ~100 HOURS	($34,000)
NET SELL PRICE	**$26,020**

WARRANTY

Standard Warranty:	2 Year Full Machine Warranty
Extended Warranty:	Included in Machine Specifications Above

F.O.B/TERMS: COLUMBUS

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 F

TO: Joe Kohlmann, City Administrator

FROM: Jason Windingstad, Public Works director

SUBJECT: **Generator- Load bank testing**

DATE: 9/7/2020

OVERVIEW: Every two years, the city has a maintenance procedure called load bank testing or Load banking performed on all eight emergency generators. Load bank testing is essentially connecting a large heater coil to the generator for two hours and running the unit to 100 % full power. The purpose of load banking serves two purposes. The first is to make sure that the generator can sustain running at 100 percent load in an emergency situation. The second reason is to catch any irregularities of operating at full power and to prevent any carbon or oil deposit build- up called wet stacking.

ACTION TO BE CONSIDERED:

It is my recommendation that City Council approves Pioneer Critical Power Inc to perform our annually load bank testing in the amount of $7,964.00.

BUDGET IMPLICATION:

This is budgeted item in our yearly operation and maintenance budget.

Attachments:

Quotes from Pioneer Critical Power Inc. and Zeigler power systems.

ZIEGLER Power Systems CAT

8050 COUNTY ROAD 101 EAST
SHAKOPEE, MN 55379
WWW.ZIEGLERCAT.COM/POWER

7/30/2020

Parish Barten
City of St Francis
23340 Cree St
St Francis, MN 55070

Dear Parish,

Listed below is pricing for 2 hour load bank testing on your standby generators.

600 kW, Caterpillar C18 (s/n) 0EKW01190

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$1,550

600 kW, Caterpillar C18 (s/n) 0EKW00572

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$1,550

750 kW, Caterpillar C27 (s/n) 0GDS00887

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$1,750

100 kW, Caterpillar D100 (s/n) 0N4E00804

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$975

60 kW, Olympian-portable (s/n) unknown

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$795

35 kW, Kohler (s/n) 0738800

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$795

60 kW, Cummins (s/n) K100170384

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$795

100 kW, Briggs and Stratton (s/n) 0002021991

Level	***Description***	***Interval***	***Cost***
5	Load bank test (2-hour)	12-Month	$975

Ziegler Power Systems recommends that the engines be run weekly with building load being transferred at least once every month.

Important Notes

- Price includes parts, labor, travel and disposal of all fluids per E.P.A. Standards
- This proposal is valid for 60 days and assumes all work to be performed during normal business hours Monday- Friday (7:30AM-4:00PM)

ZIEGLER
Power Systems

8050 COUNTY ROAD 101 EAST
SHAKOPEE, MN 55379
WWW.ZIEGLERCAT.COM/POWER

7/30/2020

- Pricing does not include any state taxes, local taxes, service supplies or environmental charges

Thank you Parish and please call me at your convenience so that I can answer any questions you may have. My phone number is 952.233.4619.

Please sign and date the bottom of this form to indicate approval of the above services and fax or e-mail it back to me at 952.233.4696 or tyler.hanson@zieglercat.com

Ziegler appreciates your business.

Sincerely,

Tyler Hanson
Customer Support Representative

Signature:____________________________________Date:________________

PIONEER
CRITICAL POWER INC.

Load Banking Quote:

City of St. Francis

Date of Quote:	07/28/20
Quote Expires:	30 Days
Generator Des:	Qty. (8) Generators located throughout St. Francis, MN
Location:	St. Francis, MN
Attn:	Parish Barten
Service Level:	**Load Bank Testing (2hr)**
Service Description	Preventative Maintenance Services to be performed per the schedule set-forth. Maintenance Standards and Additional Terms and Conditions details below.

5-Yr Agreement	3-Yr Agreement	1-Yr Agreement	Approx. Service Dates
		Portable: $869.00 *Water Plant*: $1,278.00 *Ambassador LS:* $798.00 *Public Works:* $1,278.00 *Waste Water*: $1,447.00 *Fire Dept:* $698.00 *River's Edge LS*: $798.00 *Well House: $798.00*	TBD
		Load Bank Total: $7,964.00 (8 Generators)	
		initials _______	

Each visit will be billed according to the type of visit completed and will be invoiced after the work has been performed per Titan Energy Systems Inc. Additional Terms and Conditions. The field service report will be sent following the invoice and available at customer's request. Tax not included, where applicable.

Cancellations will only be accepted in writing and must be received 60 days prior to the next scheduled service. There will be a cancellation fee equal to 10% of the remaining agreed amount.

Companies that sign a maintenance contract are offered a discount of 10% on repair labor charges, repair travel charges (mileage not included) and repair parts.

Upon acceptance, please sign below and send via email to the address listed below. We appreciate your business and look forward to assisting you in all of your power generation needs in the future.

Accepted by (in accordance with attached Additional Terms and Conditions):

Signature________________________________ Date_____________________________

Printed ________________________________ Title_____________________________

Adam Humphries | Service Sales
Direct: (612)-723-8773 | Fax: 952-938-3290 | E-Mail: ahumphries@pioneercriticalpower.com
9210 Wyoming Avenue N Suite 250 | Brooklyn Park, MN 55445 | 952-960-2371

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 G

TO: Joe Kohlmann, City Administrator

FROM: Jason Windingstad, Public Works director

SUBJECT: **Fiber optic to bottle shop**

DATE: 9/8/2020

OVERVIEW: Run fiber optic from City hall to bottle shop as previously discussed by staff and Council. I contacted 4 directional bore companies, one that did not reply, one that said they were too busy to quote, one that can only would bore and run conduit and one that can perform all duties required. Comparing todays numbers with the cost estimate from 2017 the number ultimately stayed the same. I was informed that the work could be done yet this fall if approved in a timely manner.

ACTION TO BE CONSIDERED:

It is my recommendation that City Council approves the fiber optic to be run from City hall to the Bottle shop by Telcom Construction in the amount of $44,929.25.

BUDGET IMPLICATION:

To be funded by Liquor store fund.

Attachments:

Quotes from Telcom Construction and Subsurface Construction.

Subsurface Construction
8350 201st Ave NW
Nowthen, MN 55330 US
(763) 213-1450
info@subsurfacedrilling.com

Estimate

ADDRESS

City of St. Francis
4058 St. Francis Blvd
St. Francis, MN 55070

ESTIMATE # 2262
DATE 08/25/2020

ACTIVITY	QTY	RATE	AMOUNT
St. Francis Fiber Network Extension to Bottle Shop			
Directional Drilling Services			
Directional Bore Install 2 x 2" duct from City Hall to Bottle Shop (approx. 750')	750	10.00	7,500.00
Vault - Medium Install Handhole (2)	2	250.00	500.00
Pull Product Pull cable/fiber	1.50	750.00	1,125.00

Inclusions:
All equipment and labor required to directionally drill and install above listed

Exclusions:
All materials such as pipe/fittings/tracer wire/fiber/cable/handholes
Connection to/from directionally drilled pipe
Licenses and permits
Traffic control
Bond fees

Misc:
Proposal includes 1 mobilization, additional mobilizations will be an additional cost

Down days due to issues outside of Subsurface Construction's control billed at $6000 each

Drive in/Drive out access for drill and support equipment to be provided by GC/others

Proposal is based on drilling and installing in good, suitable, jettable soils. Boring in rock, cobbles or boulders, limestone, sandstone, shale or other obstructions or debris is not part of this quote

TOTAL **$9,125.00**

Accepted By

Accepted Date

TELCOM CONSTRUCTION LLC

2218 200th Street E. ~ P.O. Box 189
Clearwater, MN 55320
320-558-9485 ~ 320-558-9486

SUBMITTED TO **St Francis**	TELEPHONE	DATE **8/24/20**
ADDRESS **4058 St, Francis Blvd**	PROJECT NAME **City Hall Fiber Run**	
CITY, STATE, ZIP **St, Francis, MN 55070**	PROJECT LOCATION **St. Francis**	
ENGINEER	CONTACT PERSON **Jason Windingstad**	TELEPHONE **763-233-5200**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Install dual (2) 1.25" duct	1040	$9.00	$9,360.00
Install handhole	3	$500.00	$1,500.00
Install fiber/tracer wire into conduit	1508	$2.95	$4,448.60
Building Entrance	3	$4,800.00	$14,400.00
Splicing	24	$65.00	$1,560.00
Concrete and asphalt restoration	1	$1,000.00	$1,000.00
Engineering (10%)	1	$4,727.00	$4,727.00
			$0.00
1.25" HDPE telecommunications duct	2080	$0.85	$1,768.00
36x24x24 telecommunications vault	3	$800.00	$2,400.00
Single mode fiber 24 strands	1508	$0.75	$1,131.00
Tracerwire	1040	$0.75	$780.00
Miscellaneou Supplies 20%	1	$1,854.65	$1,854.65
			$0.00
			$0.00

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR -- COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

dollars ($ $44,929.25

PAYMENT TO BE MADE AS FOLLOWS:

Invoice upon Completion - Term 30 Days Net.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNERS TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

TELCOM AUTHORIZED SIGNATURE TelCom Construction, LLC.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ______30_______ DAYS.

Customer

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE ______________________

DATE OF ACCEPTANCE ______________________

TITLE ______________________

City of St. Francis

City Council **AGENDA REPORT** Agenda Item # **4 H**

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Rental License Approval

DATE: September 8, 2020

OVERVIEW

The City Rental Registration process works with property owners who may be converting a property from an owner occupied situation to a rental situation throughout the year. As these properties change in use, owners are required to register the property and complete the inspection. The rental license is good for the remainder of the two year period in which the property falls based on address.

The following property has converted from a single family owner occupied to a single family rental and passed all inspection. Staff recommends approval of the following property for a rental license.

ITEMS TO BE DICUSSED:

Approval of Rental Licenses for property(ies):

- 2768 235th Ave NW, St. Francis

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 I

TO: Joe Kohlmann, City Administrator

FROM: Barb Held, City Clerk

SUBJECT: **CARES Act Grant Funding – Election Expenses**

DATE: September 8, 2020

OVERVIEW:

The Office of the Secretary of State (OSS) received funding through the 2020 CARES Act "*to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.*" Minnesota Laws 2020, Chapter 77, authorized the use of these funds within Minnesota, including allowing for distributing these funds to local governments for use consistent with the state and federal requirements. Note that this a separate pool of funds from the larger CARES Act money that your municipality will receive. These funds can only be spent on elections-related costs.

Anoka County was awarded our full county share – $272,782.08. The OSS will provide these funds as a block-grant to counties, with the instruction that counties work with their municipalities to determine a fair, equitable, and mutually agreeable method for allocating the funds within the county and between municipalities. There is also a default allocation mechanism provided by the OSS, based on a formula using various election-related factors. In reviewing the numbers reported by you in our survey, most municipalities expect expenses to reach/exceed the default allocation from the OSS. As such, Anoka County will distribute the CARES Act funds to municipalities based on the default OSS allocations.

St. Francis was allotted $2,983.83.

ACTION TO BE CONSIDERED:

Adopt Resolution 2020-32 a Resolution Accepting the CARES Act Grant Funding.

BUDGET IMPLICATION:

These funds will help offset some of the expenses in the Election Budget.

Attachments: Resolution 2020-32
Authorized uses of the CARES Act Funding FAQ
CARES Grant – Municipal Allocations

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

RESOLUTION 2020-32

A RESOLUTION ACCEPTING CARES ACT GRANT FUNDING

WHEREAS, The City of St. Francis hereby acknowledges that the sum of $2.983.83 will be provided by Anoka County to the municipality under the CARES Act grant to which the county is the Grantee, and the municipality acknowledges that it is subject to the provisions of paragraphs 1 through 5, 7 through 11 and 13 through 15 of the 2020 CARES Act Grant Agreement as if it were the Grantee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CIF ST. FRANCIS, ANOKA COUNTY, STATE OF MINNESOTA as follows:

1) That the St. Francis city Council hereby acknowledges the sum of $2,983.83 of the CARES Act Grant with Anoka County and to accept the $2,983.83 grant allocation.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 8th DAY OF SEPTEMBER, 2020.

ATTEST: APPROVED:

Barbara I. Held, City Clerk

Steven D. Feldman, Mayor

Authorized Uses of the CARES Act Funding

The use of the CARES Act funds is restricted by both Federal and State law. Federal law requires that the funds be used to *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."* State law further limits the uses of the funds to six broad categories for which the funds can be used, including:

(1) ensuring the health and safety of election officials and in-person voters, including the purchase of sanitation and disinfectant supplies;
(2) public outreach and preparations for implementing social distancing guidelines related to voting, including additional signs and staff;
(3) facilitation, support, and preparation for increased absentee voting, including voter education materials, printing, and postage;
(4) preparation of training materials and administration of additional training of local election officials;
(5) preparation of new polling place locations; and
(6) purchasing an electronic roster system meeting the technology requirements of Minnesota Statutes, section 201.225, subdivision 2, along with equipment necessary to support the system.

Minnesota law also specifies that a political subdivision is eligible to use the funds for no more than 75 percent of the total cost of purchasing an electronic roster system and necessary support equipment, and no more than 80 percent of the total cost of any other authorized activities.

Election Specific CARES Act Funds Q & A

Federal Purpose Requirement:

Q. Can I use these funds on new expenses that are unrelated to the pandemic but would improve the safety of polling places?

> A. No, with CARES Act funds you can only cover costs that you are incurring as a result of the pandemic.

Q. Our jurisdiction is facing a budget shortfall, can I use these funds pay the salary of my staff or supplant other costs of my division.

> A. No, with CARES Act funds they must be used to pay for costs being incurred because of the pandemic or in response to the pandemic. Examples of allowable costs in this context could include cleaning supplies and protective masks for staff and poll workers, resources to meet an unanticipated increased demand for absentee ballots in response to COVID-19, and temporary staff to process the increased absentee ballot demand. Allowable costs would not include those that are currently paid with state or local election jurisdiction funds, such as the regularly anticipated demand for mail or absentee ballots.

County Grant Applications:

Q. On the County Application, am I to request the maximum for my county even if I am not sure at this time what else I will be purchasing for the General Election, and am not sure if my municipalities have/are purchasing anything additional?

A. You do not have to request the full amount, but our expectation is that most counties will request the full amount because of the increased cost of administering an election in the pandemic.

Q. Our county isn't sure what type of expenses we would incur due to the pandemic, especially since the state is providing hand sanitizer, masks, and disinfectant. Can you help me understand what additional types of expenses would be eligible for CARES Act funds?

A. There are many items that are eligible for CARES Act funds. Please reach out if you have questions or need assistance thinking through how these funds can be used. But common expenses that are eligible for CARES Act funds include:

- Additional polling place supplies such as: face shields, gloves, sneeze guards/Plexiglas dividers, social distancing signs, tape to mark social distancing measurements, additional equipment specific cleaning supplies (alcohol wipes, etc.), fans to help with air circulation, etc.
- Pre-and Post-Election polling place cleaning.
- Information materials for voters on how to vote safely during a pandemic, including translation of those materials into multiple languages.
- Increased postage and printing costs for absentee ballot materials.
- Additional staff to assist in the processing of absentee ballots. **We anticipate a very large increase in absentee balloting due to the pandemic, and we strongly encourage counties to add additional temporary staff to ensure that absentee ballot applications and returned absentee ballots are processed promptly.** \
- Additional election judges in the polling place to assist with cleaning, social distancing, and as back up in case of election judge shortages.
- Additional election judge trainings to ensure an adequate number of election judges are available in case of an election judge shortage.

Q. For the application do I need to have an exact amount that the county and each municipality are planning on spending in order to request and send in the grant application?

A You do not need the exact amount of what municipalities are planning on purchasing, but just a general description of the intended use of the funds. This description can include broad categories such as – outreach and education on safely voting during a pandemic, increased temporary staffing and supplies to handle increases in absentee voting, increased wages for election judges necessary to recruit election judges in a pandemic, etc.

Mail Balloting Costs:

Q. We've had some precincts move to pure mail balloting in response to the pandemic, can I use the CARES Act funds for this?

A. While the CARES Act would allow the use of funds for this purpose, the state legislature further restricted the use of the funds and intentionally excluded mail balloting from the list of approved expenditures eligible for grant funds. So, these funds cannot be used for new mail balloting costs. However, the funds can be used to ensure "the health and safety of election officials", so if there are increased costs for those processing mail ballots in order to ensure the health of the election officials processing ballots, those would be allowed under both the state and federal legislation. Examples of approved mail ballot costs would be items like gloves, sneeze guards, sanitizer, and additional staffing costs if additional staffing is required due to the inefficiencies created by social distancing and increased burdens of sanitization procedures.

Staffing Costs:

Q. Can I use the CARES Act funds to pay overtime costs for employees or to pay temporary employees if those cost are associated with the increase in absentee balloting due to the pandemic?

A. Yes, the overtime costs and temporary staff costs are allowable as long as the staff are working on activities related to the pandemic. If staff time is going to be paid through CARES Act funds, the jurisdiction should document the time spent on pandemic response.

Q. Can the CARES Act funds be used to bring back furloughed employees from other areas of my jurisdiction if they are brought back to work on increased elections work due to the pandemic?

A. Yes, if the staff are coming back to work on activities related to the 2020 federal elections as a result of the pandemic, the costs would be allowable. For example, if they are needed to manage printing unanticipated large numbers of ballots or processing an increase in absentee materials due to the pandemic.

Q. Can I use CARES Act funds to pay all of my election judge's salary?

A. No, you can only use CARES Act funds to pay costs incurred as a result or in response to the pandemic. So you could not pay your regular election judge salary from the CARES Act funds. However, you could use CARES Act funds to pay any necessary increase in election judge wages in order to attract a sufficient number of election judges. Further, if you have to hire additional election judges or staff to assist with pandemic-related items (cleaning, traffic flow to ensure social distancing, etc.) that individual's salary could be paid from the CARES Act funds.

Election Judge Training:

Q. I am using the on-line election judge training put on by Seachange for the first time this year due to COVID. Will the setup cost and the cost per election judge be an expense I can use towards this grant as I would not have gone this direction and still offered in person training had it not been for COVID?

> A. Yes, additional costs states or local governments incur to conduct virtual trainings and other activities vital to improving the administration of federal elections, can be claimed under the grant.

Q. I have also setup all of my clerk and head judge training through my webpage due to COVID. Could I use a portion of my time that it took me to set that up?

> A. Yes, because the costs are due to COVID. However, any staff time that is paid as COVID time must be for tasks in direct response to the pandemic and must be documented.

Printing Costs:

Q. My jurisdiction has incurred costs to communicate changes in absentee balloting rules that resulted from the pandemic. Can we use CARES Act funds to cover those costs?

> A. Yes, costs to communicate changes in voting processes due to the pandemic are allowable costs.

Q. My jurisdiction is printing and mailing information about how to safely vote from home, is that an allowable cost?

> A. Yes, however general "get out the vote" or other materials designed to increase voting that are unrelated to the pandemic eligible for CARES Act funds.

Polling Place Costs:

Q. We need to move polling places from assisted living facilities to other sites associated with senior citizens and may need to lease the new space. Can we use CARES Act funds to cover those costs?

> A. Yes, unanticipated costs to lease polling facilities are allowable costs.

Q. I need to install some temporary Plexiglas barriers, are those allowable costs?

> A. Yes, additional equipment to improve the health and safety of the polling place in response to the pandemic is eligible for CARES Act funds.

Q. The state is providing a quantity of masks, sanitizer, and disinfectant. I would like to purchase additional protective equipment for election judges and voters. Are those expenses eligible for CARES Act funds?

> A. Yes, although the state is providing some safety and protective equipment, the jurisdiction is free to purchase additional equipment (gloves, face shields, etc.) using CARES Act funds.

Q. Can I use the funds to install a door that will improve social distancing?

A. Yes, improvements to polling places that are in response to the pandemic and to improve voter health/safety in response to the pandemic are eligible for CARES Act funds.

Equipment Costs:

Q. We expect to receive a much higher percentage of absentee ballots and need to purchase more automated letter opening equipment and scanners. Can we use HAVA funds to purchase more equipment? Can we lease the equipment?

A. Yes, those would be allowable costs, with the caveat that you need to ensure the costs are allocated to the grant in appropriate proportions. If you decide to lease the equipment, you must also follow requirements in Section 200.465 of 2 CFR which outline circumstances you should consider in determining whether to lease or buy the equipment.

State Required Match:

Q. Are their stipulations on what funds can be used for the match?

A. No, there are no stipulations on what funds can be used for the match.

Q. Can we use our general local government CARES Act funding for the match?

A. Yes, the general local government CARES Act funding can be used for the match.

Q. Do I need to have my jurisdiction separately allocate funds for the match, or can I use already budgeted funds?

A. You can use already budgeted funds. The only requirement under the state legislation is that only 80% of any cost be paid for by CARES Act funds. So, if you want to hire temporary staff to assist with absentee processing due to the increase in absentees in the pandemic, you could simply pay 80% of their salary out of CARES Act funds and 20% out of your general department funds.

Local Agreements:

Q. What is required to be in the written agreement with the municipalities?

A. The only requirement from the OSS is that there be an agreement and that it be memorialized in writing. The requirement that it be in writing is to ensure that there is evidence of an agreement in case a jurisdiction disputes the allocation. The written agreements do not need to be submitted to the OSS, the county must simply certify that there is an agreement. Agreements themselves should be kept, as well as all other documentation, for the full audit period.

Q. When giving funds to municipalities, are counties required to operate a reimbursement grant for the precincts, or can counties provide municipalities a lump sum similar to how the state is providing funds to the counties?

> A. Counties can provide municipalities a lump sum payment, and that sub grant is subject to the same statutory spending limitations and requirements as if it were in the county's hands.

Q. Is there an example request/agreement sheet that Counties are using for their municipalities?

> A. We are working on a sample agreement and will share it when it is finalized.

Q. What if the municipalities are requesting $0.00, as the County provided everything they needed? Are we required to send them anything?

> A. If the municipalities do not need anything, then the county can enter into an agreement with the municipality to retain all of the funds allocated. Keep in mind that, even if municipalities are provided with supplies from the state/county, there may be increased staffing costs in the form of additional staff necessary in the polling place for social distancing and cleaning, as well as additional staffing costs in the form of increased wages to ensure retention of election judges.

Q. If municipalities do not use their allocated dollar amounts, is the County able to spend these dollars for eligible expenses, or is the County only eligible to spend what was listed for County Use on the spreadsheet?

> A. We encourage counties to work with their municipalities to come up with an arrangement that makes sense within their county. We provide the default allocation only as a last resort – if there is a disagreement between the counties and municipalities as to how the funds should be used. Our hope is that the county and the municipalities can come to an agreement about how to use the funds based on their own needs.

Q. Some of the default allocations to municipalities in my county seem odd or incorrect? How do I handle this?

> A. First, if you believe that you can come to an agreement with your local jurisdictions without resorting to the default, we encourage that. However, if you think you will need or want to rely on the default allocations and you believe there is an error in the default allocation, please let us know and we will review the data supporting the allocation.

Q. Our county is providing additional supplies for our polling places along with shields for the check-in stations. I am thinking that many of our municipalities probably will not be purchasing anything additional, and would just have to send back the money if it was issued to them. Am I thinking of this correctly in having more of a request form format for municipalities for what they have already spent or are planning on spending? It would be a mess to distribute all of the money, just to have each municipality send some of it back individually to you.

A. If the municipalities do not have additional expenses, then yes, you should arrange to have the county retain the funds. In addition to supplies, some municipalities may decide to hire additional election judges to assist with line management/social distancing and cleaning, or may decide to increase pay for election judges to ensure they have a sufficient number for the polling places. But if the municipalities truly have no additional costs, then the county should be able to work with them to retain and use the funds at the county level.

Q. By what date do I need to enter into local agreements stating the amount of funds to be allocated to the municipality (or that they forego receiving funds), and by what date does that need to be reported to the Secretary of State?

A. You must reach agreement with your municipalities by September 8, 2020, or the default allocations will apply, and in all cases you must report the amounts provided to the municipalities to Secretary of State by September 15, 2020.

Grant Administration:

Q. When do unused funds need to be returned to the OSS?

A. All election-related CARES Act funds must be spent on the August state primary or the November state general election, and unused funds must be returned to the OSS by December 31, 2020.

Q. Why do we need to report our spending to the OSS so quickly after the November general election?

A. The OSS is requiring counties to report CARES Act spending by November 16, 2020 because the federal Election Assistance Commission is requiring that the OSS provide a report on spending on November 23, 2020.

For further clarification, mail ballot costs would not include the cost of the ballots because we would have them either way nor would it include the programming of the machines because we also would have that cost either way.

Authorized Uses of the CARES Act Funding

The use of the CARES Act funds is restricted by both Federal and State law. State law outlines the broad categories for which the funds can be used, including:

1. ensuring the health and safety of election officials and in-person voters, including the purchase of sanitation and disinfectant supplies;

2. public outreach and preparations for implementing social distancing guidelines related to voting, including additional signs and staff;

3. facilitation, support, and preparation for increased absentee voting, including voter education materials, printing, and postage;

4. preparation of training materials and administration of additional training of local election officials;

5. preparation of new polling place locations; and

6. purchasing an electronic roster system meeting the technology requirements of Minnesota Statutes, section 201.225, subdivision 2, along with equipment necessary to support the system.

Local Match Requirements

Per the enabling legislation, a local match of 20% is required for all activities that will be covered by CARES Act funds: *"A political subdivision is eligible to receive a grant of no more than 75 percent of the total cost of purchasing an electronic roster system and necessary support equipment and no more than 80 percent of the total cost of any other activities authorized under subdivision 4."*

Q. Are their stipulations on what funds can be used for the match?

A. No, there are no stipulations on what funds can be used for the match.

Q. Can we use our general local government CARES Act funding for the match?

A. Yes, the general local government CARES Act funding can be used for the match.

Q. Do I need to have my jurisdiction separately allocate funds for the match, or can I use already budgeted funds?

A. You can use already budgeted funds. The only requirement under the state legislation is that only 80% of any cost be paid for by CARES Act funds. So, if you want to hire temporary staff to assist with absentee processing due to the increase in absentees in the pandemic, you could simply pay 80% of their salary out of CARES Act funds and 20% out of your general department funds.

CARES Grant - Municipal Allocations

Anoka	**$182,066.65**
Andover city	$16,327.55
Anoka city	$9,180.31
Bethel city	$512.27
Blaine city	$35,022.48
Centerville city	$2,036.85
Circle Pines city	$2,990.83
Columbia Heights city	$10,783.90
Columbus city	$2,400.40
Coon Rapids city	$31,526.82
East Bethel city	$5,128.27
Fridley city	$14,192.74
Ham Lake city	$8,754.94
Hilltop city	$511.49
Lexington city	$980.55
Lino Lakes city	$11,220.30
Linwood township	$3,056.24
Nowthen city	$2,547.89
Oak Grove city	$5,072.59
Ramsey city	$12,834.20
Spring Lake Park city	$4,002.18
St. Francis city	$2,983.83

City of St. Francis

City Council
AGENDA REPORT
Agenda Item #
4 J

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: Assessing Contract

DATE: September 8th, 2020

OVERVIEW

The City has received a contract renewal proposal for assessing services from Erik Skogquist. The proposal for is for a 3 year contract and a onetime 3% increase that will be held flat for the remainder of the contract.

Staff reached out to Anoka County and they did not submit a proposal.

Action to be considered:
Renew the Assessing Contract with Erik Skogquist.

AGREEMENT FOR ASSESSMENT SERVICES BETWEEN THE CITY OF ST. FRANCIS AND ERIK A. SKOGQUIST, SAMA AND MARY WELLS, CMA IN THE CITY OF ST. FRANCIS, MN

This Agreement made and entered into this ______ day of _______________, 20____, by and between the City of St. Francis, 23340 Cree St NW, St Francis, MN 55070, a municipal corporations under the laws of Minnesota, hereinafter referred to as the "Municipality", and Erik Skogquist, Senior Accredited Minnesota Assessor #3121, 314 Monroe St, Anoka, MN 55303 and Mary Wells, Senior Accredited Minnesota Assessor #3561, 3405 Edmar Ln NE, East Bethel, MN 55092, hereinafter referred to as the "City Assessors".

WITNESSETH:

WHEREAS, the City of St. Francis, lying wholly within Anoka County, Minnesota is a city constituting a separate assessment district; and

WHEREAS, pursuant to Minnesota Statutes 273.05, the city assessor shall be appointed by the city council; and

WHEREAS, it is the wish of the St. Francis City Council to appoint Erik Skogquist and Mary Wells the St. Francis City Assessors; and

WHEREAS, it is the wish of Erik Skogquist and Mary Wells to serve as the St. Francis City Assessors and to cooperate with the Municipality to perform fair and equitable assessments of the real property within the Municipality.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. The effective period of this Agreement will be from January 1, 2021 to December 31, 2023 unless earlier terminated as provided herein.

2. The City Assessors represents that they are residents of the State of Minnesota, possesses the knowledge and training in the field of property taxation necessary perform the duties of a local assessor, and is duly licensed to perform such duties in compliance with Minnesota Statutes 270.48 and Minnesota Department of Revenue Standards.

3. All real property within the geographical boundaries of Municipality will be assessed by the City Assessors for taxation beginning with the 2022 assessment payable 2023.

4. The duties of the City Assessor with be carried out consistently and in accordance with the provisions of Minnesota Statutes 273.05, 273.064 and 273.08.

5. In consideration for said assessment services, the Municipality with pay the City Assessor quarterly payments (unless earlier terminated as herein provided) as follows:

a) The first quarterly payment will be billed on March 1, 2021, the second on June 1, 2021, the third on September 1, 2021, and the fourth on December 1, 2021.

b) The parties understand that to accomplish the delivery of the assessments on or before February 1, 2022, all work specific to the generation of that assessment must be done prior to February 1, 2022; the same will be true for subsequent years assessments, i.e. all work for the assessment year 2023 assessment must be done prior to February 1, 2023, etc.

6. For the assessment year 2022 assessment, the Municipality with pay the City Assessor as follows:

   a) Ten and 40/100 Dollars ($10.40) for each improved parcel of residential, seasonal recreational residential, and agricultural type property.

   b) Four and 65/100 Dollars ($4.65) for each unimproved parcel of residential, seasonal recreational residential, and agricultural type property.

   c) Sixty-two and 00/100 Dollars ($62.00) for each improved and unimproved parcel of commercial and industrial type property.

   d) Sixty-two and 00/100 Dollars ($62.00) for each improved and unimproved parcel of apartment or mobile/manufactured home park type property.

7. The same procedure and rates will be followed in the frequency and computation of payments for assessment services for subsequent years.

8. The City Assessor will remit quarterly billings to the Municipality totaling twenty-five (25%) percent of the estimated annual bill, with the fourth payment making up the difference between the estimated and actual amount of parcels assessed. It is hereby agreed that a 1.65% monthly interest shall be charged after the billing date on the unpaid balances, if not paid within thirty (30) days of the billing date.

9. Notwithstanding Section 1 above, the City Assessor and/or Municipality have the right to terminate the Agreement by providing twelve months written notice prior to the beginning of assessment work for the tax year. Such notice to terminate must be sent by certified mail to the other party at the address set forth above. For example, to terminate effective as of the assessment year 2023 assessment, the party must provide written notice of termination to the other party no later than February 1, 2021. Provided further, that this agreement may be terminated at any time by the St. Francis City Council on charges by the Minnesota Commissioner of Revenue on neglect of duty on the part of the City Assessor.

10. The relationship between the parties is that of an independent contractor. Nothing contained in this Agreement is intended to or should be construed as creating the relationship of copartners, employee/employer, or joint ventures between the Municipality and the City Assessor. No tenure or any rights or benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to Municipality employees will accrue to

the City Assessors or employees of the City Assessors performing services under this Agreement. The relationship between the parties is that of an independent Contractor, the Municipality having no control as to the details of the work nor over the hours or time devoted to said task to be accomplished, said concern of the Municipality being limited only to the results of said work and not the means by which it is accomplished.

11. The City Assessors agree they will defend, indemnify, and hold harmless the Municipality, its officers and employees, against any and all liability, loss, costs, damages, and expenses which the Municipality, its officers or employees, may hereafter sustain, incur, or be required to pay arising out of the City Assessors' performance or failure to adequately perform his obligations pursuant to this Agreement.

12. All data collected, created, received, maintained, or disseminated for any purposes by activates of the City Assessors because of this Agreement is governed by the Minnesota Government Data Practiced Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

13. Pursuant to Minnesota Statutes 16B.06 subd. 4, the City Assessor agrees that the Municipality, the State Auditor, the Minnesota Department of Revenue, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary will have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc, which are pertinent to the accounting practices and procedures of the City Assessors and involve transactions relating to this Agreement.

14. During the performance of this Agreement, the City Assessors agree that no person will, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed, national origin or sexual orientation be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

15. a) The City Assessors warrant and represent that they are currently licensed as assessors by the State of Minnesota. In the event said license is cancelled, revoked, suspended or expires during the term of the contract, the City Assessors agree to immediately inform the Municipality. The Municipality will pay only for serviced pursuant to such licensing requirements.

    b) The City Assessors will comply with all applicable federal and state statutes and regulations as well as local ordinances.

    c) Failure to meet the requirements of Paragraphs a) and b) above may be cause for cancellation of this Agreement effective the date of receipt of notice of cancelation, notwithstanding the provisions of Sections 1 and 9 above.

16. Any reports, studies, photographs, negatives, or other documents prepared by the City Assessor in the performance of his obligations under this Agreement will be the exclusive property of the Municipality, and all such materials will be remitted to the Municipality by the City Assessors upon completion,

termination, or cancellation of this Agreement upon the request of the Municipality. The City Assessors will not use, willingly allow, or cause to have such materials used for any purpose other than performance of the City Assessor's obligations under this Agreement without the prior written consent of the Municipality.

IN WITNESS THEROF, the Municipality and City Assessor have herby executed this agreement this ________ day of _____________, 20_____.

CITY OF ST. FRANCIS

By: ____

Title:____

Dated:____

By: ____

Title:____

Dated:____

CITY ASSESSORS

By: ____

Title: Erik A. Skogquist, SAMA License #3121

Dated:____

By: ____

Title: Mary Wells, SAMA License #3561

Dated:____

From:	Erik Skoggquist
To:	Joe Kohlmann; Darcy Mulvihill
Cc:	Mary Wells
Subject:	St. Francis Assessing Contract
Date:	Wednesday, July 01, 2020 4:00:55 PM
Attachments:	St. Francis 2020 Assessing Contract.pdf

Caution: This email originated outside our organization; please use caution.

Administrator Kohlmann and Director Mulvihill,

Three years goes by quickly. During that time Mary and I have enjoyed working in St. Francis as your City Assessors and I hope it has provided a good value for your city. As we have worked with taxpayers, we have tried to spend the time with them to help them understand the process for setting values along with the sales that we use to help determine those values. Your staff has been helpful in providing permit information as well as handling any special assessment calls. We also appreciate the portions of the city newsletter and website dedicated to assessing which allow us to answer some frequently asked questions and map the areas we plan to work each year.

In an effort to help you through your budgeting process which may already be underway, we have attached a draft contract very similar to the one approved three years ago. The only changes have been the assessment years to reflect another three year period starting January 1, 2021 as well as a rate adjustment. Typically we try to increase rates along with inflation but given the state of the world, the uncertainty of future tax base and the likelihood of possible reductions in state aid we are sensitive to the City of St. Francis and its taxpayers. As a result Mary and I have proposed a one time increase of roughly 3% to our rates that would not increase during the 3 year term of the contract. Based on the most recent number of parcels and their tax classifications this would come to around $33,825 annually or about a $1,000 increase annually.

If there is room on one of the meeting agendas this month, Mary and I would be happy to present to the Mayor and City Council and answer any questions regarding the current proposal or the past 3 year.

Please let us know if you have any questions.

Best Regards,

Erik A. Skogquist
Senior Accredited MN Assessor, License #3121
phone/fax: 763-412-1966

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 K

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: Bill List to be considered by Council

DATE: 9/3/2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $121,041.65 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
Manual Checks- $1,382.54

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:

- 09-08-2020 Packet List
- 09-08-2020 Other Checks

CITY OF ST FRANCIS

*Claim Register©

AP 09-08-2020

September 2020

Claim Type

Claim# 7596 *ACE SOLID WASTE, INC.*

Cash Payment	E 101-43210-384 Refuse/Garbage Disposal	GARBAGE	$63.53
Invoice			
Cash Payment	E 101-42210-384 Refuse/Garbage Disposal	GARBAGE	$66.46
Invoice			
Cash Payment	E 609-49750-384 Refuse/Garbage Disposal	GARBAGE	$212.04
Invoice			
Cash Payment	E 602-49490-384 Refuse/Garbage Disposal	GARBAGE	$77.51
Invoice			
Cash Payment	E 601-49440-384 Refuse/Garbage Disposal	GARBAGE	$77.51
Invoice			
Cash Payment	E 101-45200-384 Refuse/Garbage Disposal	GARBAGE	$61.71
Invoice			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposal	GARBAGE	$61.72
Invoice			
Cash Payment	E 101-42110-384 Refuse/Garbage Disposal	GARBAGE	$106.72
Invoice			
Cash Payment	E 602-49490-384 Refuse/Garbage Disposal	GARBAGE	$26.68
Invoice			
Cash Payment	E 601-49440-384 Refuse/Garbage Disposal	GARBAGE	$26.68
Invoice			
Cash Payment	E 101-45200-384 Refuse/Garbage Disposal	GARBAGE	$26.68
Invoice			
Cash Payment	E 101-43100-384 Refuse/Garbage Disposal	GARBAGE	$26.68
Invoice			
Cash Payment	E 101-43210-384 Refuse/Garbage Disposal	GARBAGE	$70.14
Invoice			

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $904.06

Claim Type

Claim# 7525 *ADVANCED GRAPHIX INC*

Cash Payment E 101-42110-221 Vehicle Repair & Maintena GRAPHICS - 2019 BLACK STEALTH CHARGER UNIT 219 $113.00

Invoice 204804

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $113.00

Claim Type

Claim# 7555 *ALLINA HEALTH SYSTEM*

Cash Payment E 101-42210-305 Medical & Testing Fees 3RD QTR EDUCATION BILLING $1,148.25

Invoice II10226953

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $1,148.25

Claim Type

Claim# 7552 *ANOKA COUNTY TREASURY DEPT*

Cash Payment E 101-42110-321 Telephone CAC FIBER - SEPT 2020 $225.00

Invoice B200817P

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $225.00

Claim Type

Claim# 7562 *ARTISAN BEER COMPANY*

Cash Payment E 609-49751-252 Beer For Resale BEER $187.55

Invoice 3433819

Transaction Date 8/25/2020 Due 9/24/2020 CASH 10100 **Total** $187.55

CITY OF ST FRANCIS

*Claim Register©

AP 09-08-2020

September 2020

Claim Type

Claim# 7601 *BAUER BUILT INC.*

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	TIRES			$525.52
Invoice 940069375					
Transaction Date	9/2/2020	Due 10/2/2020 CASH	10100	**Total**	$525.52

Claim Type

Claim# 7624 *BAYCOM, INC*

Cash Payment	E 101-42110-237 Small Equipment	MISC PARTS AND MATERIALS			$780.00
Invoice 028342					
Transaction Date	9/2/2020	Due 10/2/2020 CASH	10100	**Total**	$780.00

Claim Type

Claim# 7573 *BERNICK COMPANIES, THE*

Cash Payment	E 609-49751-252 Beer For Resale	BEER			$192.90
Invoice 118057					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			$13.80
Invoice 118056					
Transaction Date	8/26/2020	Due 9/25/2020 CASH	10100	**Total**	$206.70

Claim Type

Claim# 7577 *BREAKTHRU BEVERAGE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$98.18
Invoice 1081170321					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			$4,345.96
Invoice 1081170321					
Cash Payment	E 609-49751-253 Wine For Resale	WINE			$580.00
Invoice 1081170321					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.			$246.20
Invoice 1081170321					
Transaction Date	8/26/2020	Due 9/25/2020 CASH	10100	**Total**	$5,270.34

Claim Type

Claim# 7623 *CINTAS*

Cash Payment	E 101-41940-219 Rug Maintenance	RUG MAINTENANCE			$16.16
Invoice 4060455493					
Cash Payment	E 601-49440-402 Janitorial Service	RUG MAINTENANCE			$23.04
Invoice 4059287044					
Cash Payment	E 609-49750-219 Rug Maintenance	RUG MAINTENANCE			$11.26
Invoice 4059287135					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS			$9.31
Invoice 4059908200					
Cash Payment	E 101-43100-417 Uniform Clothing & PPE	RUG MAINTENANCE			$11.04
Invoice 4059908326					
Cash Payment	E 101-45200-417 Uniform Clothing & PPE	RUG MAINTENANCE			$11.04
Invoice 4059908326					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	RUG MAINTENANCE			$11.04
Invoice 4059908326					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	RUG MAINTENANCE			$11.04
Invoice 4059908326					
Transaction Date	9/2/2020	Due 10/2/2020 CASH	10100	**Total**	$103.93

Claim Type

Claim# 7612 *CITY EMPLOYEES UNION, LOCAL*

Cash Payment G 101-21707 Union Dues UNION DUES $47.00
Invoice .0920

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $47.00

Claim Type

Claim# 7568 *CRYSTAL SPRINGS ICE*

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $77.22
Invoice 002.B010183

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $184.14
Invoice 002.B010207

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $91.80
Invoice 002.B010091

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $158.20
Invoice 002.B010114

Transaction Date 8/25/2020 Due 9/24/2020 CASH 10100 **Total** $511.36

Claim Type

Claim# 7558 *DAHLHEIMER DIST. CO. INC.*

Cash Payment E 609-49751-252 Beer For Resale BEER -$73.80
Invoice 1276106

Cash Payment E 609-49751-252 Beer For Resale BEER $18,398.85
Invoice 444-03662

Cash Payment E 609-49751-252 Beer For Resale BEER $8,677.29
Invoice 444-03676

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC. $325.00
Invoice 444-03662

Cash Payment E 609-49751-255 N/A Products N/A $27.95
Invoice 444-03676

Cash Payment E 609-49751-255 N/A Products N/A $64.75
Invoice 444-03662

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $27,420.04

Claim Type

Claim# 7546 *DAVIDS HYDRO VAC, INC*

Cash Payment E 602-49490-400 System Jetting VAC SERVICES $3,532.00
Invoice 35972

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $3,532.00

Claim Type

Claim# 7528 *DEX MEDIA EAST LLC*

Cash Payment E 609-49750-340 Advertising ADVERTISING $82.88
Invoice 610046312651

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $82.88

Claim Type

Claim# 7556 *DRIVER & VEHICLE SERVICES*

Cash Payment E 101-42110-221 Vehicle Repair & Maintena REGISTRATION RENEWAL $121.25
Invoice .0820

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $121.25

Claim Type

Claim# 7597 *EMERGENCY APARATUS MAINTE*

Cash Payment E 101-42210-218 Equipment Repair & Maint MAINTENANCE $2,470.59
Invoice 113666

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $2,470.59

*Claim Register©

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Claim Type

Claim# 7585 *EXTREME ASPHALT*

Cash Payment	E 603-49490-418 Storm Water Management	REPAIR	$4,700.00
Invoice 1252			
Cash Payment	E 601-49440-229 Project Repair & Maintena	STREET PATCH 227TH & RUM RIVER BLVD	$1,600.00
Invoice 1255			
Cash Payment	E 601-49440-229 Project Repair & Maintena	REPAIRS	$250.00
Invoice 1254			
Cash Payment	E 602-49490-229 Project Repair & Maintena	STREET PATCH 227TH & RUM RIVER BLVD	$1,600.00
Invoice 1255			

Transaction Date 8/26/2020 Due 9/25/2020 CASH 10100 **Total** $8,150.00

Claim Type

Claim# 7551 *FERGUSON WATERWORKS*

Cash Payment	E 601-49440-229 Project Repair & Maintena	MINN CURB BX	$169.40
Invoice WR005041			
Cash Payment	E 601-49440-259 Water Meters	SMALL EQUIPMENT	$224.46
Invoice 0459346			
Cash Payment	E 601-49440-229 Project Repair & Maintena	GASKET	$180.41
Invoice 0461035			
Cash Payment	E 601-49440-229 Project Repair & Maintena	VALVE SYSTEM	$544.64
Invoice 0461020			

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $1,118.91

Claim Type

Claim# 7599 *GOPHER STATE ONE-CALL*

Cash Payment	E 602-49490-442 Gopher State	AUGUST TICKETS	$61.42
Invoice 0080762			
Cash Payment	E 601-49440-442 Gopher State	AUGUST TICKETS	$61.43
Invoice 0080762			

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $122.85

Claim Type

Claim# 7557 *GRANITE CITY JOBBING CO.*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$4.25
Invoice 196799			
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.	$39.15
Invoice 196799			
Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO	$3,395.54
Invoice 196799			

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $3,438.94

Claim Type

Claim# 7581 *HACH COMPANY*

Cash Payment	E 602-49490-235 Lab Supplies	FILTER GLASS	$47.65
Invoice 12078181			
Cash Payment	E 601-49440-233 Water Treatment Plant Mai	SENSOR CAP REPLACEMENT	$535.95
Invoice 12083269			

Transaction Date 8/26/2020 Due 9/25/2020 CASH 10100 **Total** $583.60

Claim Type

Claim# 7561 *HOISINGTON KOEGLER GROUP, I*

Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING	$1,170.00
Invoice 018-041-23			

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*Claim Register©

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Cash Payment	E 101-43100-311 Contract	PUBLIC WORKS (SIWEK PARK)	$355.00
Invoice 018-041-23			
Cash Payment	E 101-41910-307 Comp Plan/Wetland Fees	COMPREHENSIVE PLAN	$3,075.00
Invoice 018-041-23			
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	ESC-LAKETOWN HOMES (RIVERS EDGE)	$487.50
Invoice 018-041-23			
Cash Payment	G 803-22145 ESC-School-SITE PLAN	SCHOOL DISTRICT	$286.25
Invoice 018-041-23			
Cash Payment	G 803-22172 NACRE-LAND SPLIT (LAMINA	WESTMAN, NACRE LOT SPLIT	$442.50
Invoice 018-041-23			

Transaction Date 8/25/2020 Due 9/24/2020 CASH 10100 **Total** $5,816.25

Claim Type

Claim# 7529 *IDEAL SERVICE, INC*

Cash Payment	E 601-49440-233 Water Treatment Plant Mai	PREVENTATIVE MAINTENANCE	$262.50
Invoice 10687			
Cash Payment	E 601-49440-233 Water Treatment Plant Mai	MAINTENANCE	$612.50
Invoice 10688			
Cash Payment	E 602-49490-228 Equipment Maintenance	PREVENTATIVE MAINTENANCE	$262.50
Invoice 10687			
Cash Payment	E 602-49490-228 Equipment Maintenance	MAINTENANCE	$612.50
Invoice 10688			

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $1,750.00

Claim Type

Claim# 7550 *INNOVATIVE OFFICE SOLUTIONS,*

Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES	$76.79
Invoice IN3062283			
Cash Payment	E 101-41400-200 Office Supplies	OFFICE SUPPLIES	$243.53
Invoice IN3072828			
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES	$14.28
Invoice 3079345			
Cash Payment	E 601-49440-200 Office Supplies	OFFICE SUPPLIES	$1.56
Invoice 3079345			
Cash Payment	E 601-49440-200 Office Supplies	OFFICE SUPPLIES	$43.45
Invoice IN3062283			
Cash Payment	E 602-49490-200 Office Supplies	OFFICE SUPPLIES	$1.56
Invoice 3079345			
Cash Payment	E 602-49490-200 Office Supplies	OFFICE SUPPLIES	$43.45
Invoice IN3062283			

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $424.62

Claim Type

Claim# 7617 *ISD #15*

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2020 DODGE DURANGO	$24.73
Invoice 4865			
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2018 DODGE CHARGER PURSUIT	$194.47
Invoice 4864			
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2019 DODGE CHARGER PURSUIT	$77.49
Invoice 4869			
Cash Payment	E 602-49490-228 Equipment Maintenance	2004 CUMMINS GENSET	$230.31
Invoice 4861			
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2018 BOBCAT	$78.59
Invoice 4863			

Cash Payment E 101-43100-218 Equipment Repair & Maint 1990 CHEVROLET TANKER TRUCK $195.90
Invoice 4859

Cash Payment E 101-42110-221 Vehicle Repair & Maintena 2018 DODGE CHARGER PURSUIT $467.03
Invoice 4868

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $1,268.52

Claim Type

Claim# 7531 *JOHNSON BROS WHLSE LIQUOR*

Cash Payment E 609-49751-253 Wine For Resale WINE $58.09
Invoice 1586873

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $79.02
Invoice 1624528

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $48.54
Invoice 1624529

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $3,671.98
Invoice 1624528

Cash Payment E 609-49751-253 Wine For Resale WINE $1,451.73
Invoice 1624529

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $5,309.36

Claim Type

Claim# 7605 *KIMS KLEANING*

Cash Payment E 601-49440-402 Janitorial Service WATER TREATMENT PLAN $200.00
Invoice 6872

Cash Payment E 101-42210-402 Janitorial Service FIRE DEPT $75.00
Invoice 6875

Cash Payment E 101-42110-402 Janitorial Service POLICE DEPARTMENT $900.00
Invoice 6873

Cash Payment E 101-45200-402 Janitorial Service COMMUNITY CENTER $100.00
Invoice 6870

Cash Payment E 101-41940-402 Janitorial Service CITY HALL $300.00
Invoice 6869

Cash Payment E 602-49490-402 Janitorial Service WASTER WATER PLANT $275.00
Invoice 6874

Cash Payment E 101-43100-402 Janitorial Service CLEANING $225.00
Invoice 6871

Cash Payment E 101-45200-402 Janitorial Service CLEANING $225.00
Invoice 6871

Cash Payment E 601-49440-402 Janitorial Service CLEANING $225.00
Invoice 6871

Cash Payment E 602-49490-402 Janitorial Service CLEANING $225.00
Invoice 6871

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $2,750.00

Claim Type

Claim# 7613 *LAW ENFORCEMENT LABOR SVC*

Cash Payment G 101-21707 Union Dues UNION DUES $496.00
Invoice .0920

Cash Payment G 101-21707 Union Dues UNION DUES $62.00
Invoice .092020

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $558.00

Claim Type

Claim# 7563 *MCDONALD DIST CO.*

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*Claim Register©

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Cash Payment	E 609-49751-252 Beer For Resale	BEER			-$690.25
Invoice 547734					
Cash Payment	E 609-49751-252 Beer For Resale	BEER			$12,858.70
Invoice 547658					
Cash Payment	E 609-49751-252 Beer For Resale	BEER			$6,388.35
Invoice 546756					
Cash Payment	E 609-49751-252 Beer For Resale	BEER			-$35.60
Invoice 547699					
Cash Payment	E 609-49751-252 Beer For Resale	BEER			-$212.81
Invoice 546807					
Cash Payment	E 609-49751-252 Beer For Resale	BEER			-$51.40
Invoice 546821					
Transaction Date	8/25/2020 Due 9/24/2020	CASH	10100	**Total**	$18,256.99

Claim Type

Claim# 7541 *METRO SALES, INC.*

Cash Payment	E 101-41400-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 101-42400-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 101-42110-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 101-43100-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 101-45200-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 601-49440-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 602-49490-200 Office Supplies	COPIES			$5.29
Invoice 1646386					
Cash Payment	E 609-49750-200 Office Supplies	COPIES			$5.27
Invoice 1646386					
Cash Payment	E 101-41400-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 101-42400-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 101-42110-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 101-43100-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 101-45200-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 601-49440-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 602-49490-200 Office Supplies	COPIES			$104.24
Invoice INV1652737					
Cash Payment	E 609-49750-200 Office Supplies	COPIES			$104.28
Invoice INV1652737					
Transaction Date	8/19/2020 Due 9/18/2020	CASH	10100	**Total**	$876.26

Claim Type

Claim# 7549 *MHSRC/RANGE*

Cash Payment	E 101-42110-208 Training and Instruction	TRAINING			$445.00
Invoice 629430-7859					

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $445.00

Claim Type

Claim# 7631 *MINUTEMAN PRESS*

Cash Payment	E 101-43210-439 Recycling Days	NEWSLETTER	$269.30
Invoice 979829			
Cash Payment	E 101-41400-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 601-49440-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 602-49490-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 609-49750-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 101-43100-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 101-41110-344 Newsletter	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 101-42400-352 General Publishing	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 101-42110-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 101-42210-441 Miscellaneous	NEWSLETTER	$126.96
Invoice 979829			
Cash Payment	E 101-45200-441 Miscellaneous	NEWSLETTER	$126.94
Invoice 979829			

Transaction Date 9/3/2020 Due 10/3/2020 CASH 10100 **Total** $1,538.88

Claim Type

Claim# 7522 *MUNDINGER, SCOTT*

Cash Payment G 803-22000 Deposits ESCROW REF-23167 KERRY STREET NW $250.00
Invoice .0820

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $250.00

Claim Type

Claim# 7575 *NETWORK BUSINESS SUPPLIES, I*

Cash Payment E 609-49750-210 Operating Supplies OPERATING SUPPLIES $79.49
Invoice 00116628

Transaction Date 8/26/2020 Due 9/25/2020 CASH 10100 **Total** $79.49

Claim Type

Claim# 7572 *NORTH METRO TREE SERVICE IN*

Cash Payment E 101-43100-311 Contract DEER CREEK PARK TREE REMOVAL $3,845.00
Invoice .0820

Transaction Date 8/26/2020 Due 9/25/2020 CASH 10100 **Total** $3,845.00

Claim Type

Claim# 7527 *PACE ANALYTICAL SERVICES*

Cash Payment E 602-49490-313 Sample Testing TESTING $1,259.80
Invoice 1220-3482

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $1,259.80

Claim Type

Claim# 7570 *PHILLIPS WINE & SPIRITS CO.*

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $15.70
Invoice 6079787

Cash Payment E 609-49751-251 Liquor For Resale MINN CURB BX -$48.17
Invoice WR005041

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $9.42
Invoice 6075971

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $33.09
Invoice 6075970

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $76.45
Invoice 6079786

Cash Payment E 609-49751-253 Wine For Resale WINE $399.00
Invoice 6075971

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $2,589.60
Invoice 6075970

Cash Payment E 609-49751-253 Wine For Resale WINE $866.00
Invoice 6079787

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $6,177.60
Invoice 6079786

Transaction Date 8/25/2020 Due 9/24/2020 CASH 10100 **Total** $10,118.69

Claim Type

Claim# 7608 *ROYAL SUPPLY*

Cash Payment E 101-41940-210 Operating Supplies SUPPLIES $62.93
Invoice 790

Cash Payment E 101-42110-217 Other Operating Supplies SUPPLIES $31.46
Invoice 790

Cash Payment E 101-43100-217 Other Operating Supplies SUPPLIES $15.73
Invoice 790

Cash Payment E 101-45200-217 Other Operating Supplies SUPPLIES $15.73
Invoice 790

Cash Payment E 601-49440-217 Other Operating Supplies SUPPLIES $15.73
Invoice 790

Cash Payment E 602-49490-217 Other Operating Supplies SUPPLIES $15.74
Invoice 790

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $157.32

Claim Type

Claim# 7560 *SOUTHERN GLAZERS OF MN*

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $6.40
Invoice 1985922

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $23.25
Invoice 1985921

Cash Payment E 609-49751-253 Wine For Resale WINE $210.00
Invoice 1985922

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $2,136.24
Invoice 1985921

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $2,375.89

Claim Type

Claim# 7583 *ST. FRANCIS AREA SCHOOLS*

Cash Payment E 101-41400-441 Miscellaneous FALL NEWSLETTER VOL 5, #3 $144.00
Invoice 107151

Transaction Date 8/26/2020 Due 9/25/2020 CASH 10100 **Total** $144.00

Claim Type

Claim# 7629 *ST. FRANCIS TRUE VALUE HARD*

Cash Payment E 101-42210-217 Other Operating Supplies HOSE $39.99
Invoice 44369

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $39.99

Claim Type

Claim# 7626 *STREICHER S*

Cash Payment E 101-42110-437 Uniform Allowance EQUIPMENT $148.50
Invoice 1449392

Cash Payment E 101-42110-437 Uniform Allowance BADGE $117.00
Invoice I1447999

Cash Payment E 101-42110-237 Small Equipment EQUIPMENT $552.16
Invoice I1448293

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $817.66

Claim Type

Claim# 7590 *SUMMIT COMPANIES*

Cash Payment E 101-41940-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $56.00
Invoice 1551490

Cash Payment E 602-49490-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $144.00
Invoice 1551485

Cash Payment E 601-49440-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $376.20
Invoice 1551482

Cash Payment E 101-42210-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $394.50
Invoice 1551477

Cash Payment E 101-41940-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $12.00
Invoice 1551489

Cash Payment E 101-42110-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $237.15
Invoice 1551463

Cash Payment E 609-49750-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $18.00
Invoice 1551493

Cash Payment E 601-49440-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $172.94
Invoice 1551468

Cash Payment E 602-49490-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $172.94
Invoice 1551468

Cash Payment E 101-43100-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $172.94
Invoice 1551468

Cash Payment E 101-45200-401 Repairs/Maint Buildings ANNUAL FIRE EXTINGUISHER INSPECTION $172.93
Invoice 1551468

Transaction Date 9/2/2020 Due 10/2/2020 CASH 10100 **Total** $1,929.60

Claim Type

Claim# 7521 *SUN LIFE FINANCIAL*

Cash Payment E 101-41400-130 Employer Paid Insurance $286.39
Invoice .0920

Cash Payment E 101-41500-130 Employer Paid Insurance $149.75
Invoice .0920

Cash Payment E 101-41910-130 Employer Paid Insurance $81.67
Invoice .0920

Cash Payment E 101-42110-130 Employer Paid Insurance $834.76
Invoice .0920

Cash Payment E 101-42210-130 Employer Paid Insurance $74.21
Invoice .0920

Cash Payment E 101-42400-130 Employer Paid Insurance $75.20
Invoice .0920

CITY OF ST FRANCIS

*Claim Register©

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Cash Payment E 101-43100-130 Employer Paid Insurance $176.76
Invoice .0920

Cash Payment E 101-43210-130 Employer Paid Insurance $39.28
Invoice .0920

Cash Payment E 101-45200-130 Employer Paid Insurance $176.76
Invoice .0920

Cash Payment E 601-49440-130 Employer Paid Insurance $129.35
Invoice .0920

Cash Payment E 602-49490-130 Employer Paid Insurance $129.34
Invoice .0920

Cash Payment E 609-49750-130 Employer Paid Insurance $140.93
Invoice .0920

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $2,294.40

Claim Type

Claim# 7545 *THARP, STEVE*

Cash Payment E 602-49490-229 Project Repair & Maintena CUSTOM TILL WASTE WATER PONDS $550.00
Invoice 379234

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $550.00

Claim Type

Claim# 7540 *THE AMERICAN BOTTLING COMP*

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $379.71
Invoice 3562316973

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $379.71

Claim Type

Claim# 7526 *TJ ASSOCIATES*

Cash Payment E 102-41400-210 Operating Supplies COUNTER ACRYLIC BARRIERS $228.50
Invoice 233651

Cash Payment E 101-42110-200 Office Supplies BUSINESS CARDS - SCHWIEGER N. $40.95
Invoice 234204

Transaction Date 8/19/2020 Due 8/19/2020 CASH 10100 **Total** $269.45

Claim Type

Claim# 7553 *TWIN CITIES FLAG SOURCE, INC*

Cash Payment E 101-45200-217 Other Operating Supplies FLAG REPAIR $125.00
Invoice 34258

Transaction Date 8/24/2020 Due 9/23/2020 CASH 10100 **Total** $125.00

Claim Type

Claim# 7579 *WATER CONSERVATION SERVICE*

Cash Payment E 601-49440-229 Project Repair & Maintena LEAK LOCATE $348.00
Invoice 10522

Transaction Date 8/26/2020 Due 9/25/2020 CASH 10100 **Total** $348.00

Pre-Written Checks	$0.00
Checks to be Generated by the Compute	$121,041.65
Total	$121,041.65

CITY OF ST. FRANCIS
9/8/2020

Checks cut since last Council Meeting

Check Number	Check Date	Payee	Description	Amount
77969	8/27/2020	Postmaster	Postage - Recycling Newsletter	691.83
77970	8/27/2020	Postmaster	Postage - Newsletter	690.71
		TOTAL		1,382.54

Disbursements via Debits to 4M Account

Payee	Description	Amount
TOTAL		0.00

Disbursements via Debits to Checking Account

Payee	Description	Amount
TOTAL		0.00

P:\awork\2020\Other\Bill List\ACH Files approved by Council 2020

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #: **9A**

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **Resolution to Adjust the Tax Levy for Bonded Indebtedness**

DATE: 09-01-2020

ITEM FOR CONSIDERATION:

Attached is a resolution to adjust the tax levy for bonded indebtedness for 2021.

BACKGROUND:

In 2013, a bond was issued to advance refund the 2007 Bonds. The city also issued GO Bonds in 2015 for street improvements. In 2017, the city refunded the 2012A EDA Lease Revenue with the 2017A GO Bonds. All of these issues have a tax levy associated with them. The city has averaged the levy stream out over the life of the bonds so that the levy stays consistent. The attached resolution adjusts the 2015 bond levy and the 2017 bond levy.

ACTION BE TO CONSIDERED:

Approve the attached resolution adjusting the levy.

BUDGET IMPLICATION:

This sets the levy for bond indebtedness for 2021.

Attachments:

1. Resolution Adjusting the Tax Levy for Bonded Indebtedness.

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

RESOLUTION 2020-33

A RESOLUTION ADJUSTING THE TAX LEVY FOR BONDED INDEBTEDNESS

WHEREAS, the City of St. Francis sold bonds referred to as General Obligation Capital Improvement, Series 2017A; and

WHEREAS, the City of St. Francis sold bonds referred to as General Obligation Crossover Refunding Bonds, Series 2013A; and

WHEREAS, the City of St. Francis sold bonds referred to as General Obligation Improvement Bonds, Series 2015A; and

WHEREAS, the City may adjust the amount of taxes levied for collection in order to average the levy stream out over the life of the Bonds; and

WHEREAS, the City will make transfers of equal amounts from the Water and Sewer Funds to help pay for the 2017A Capital Improvement bonds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota that the tax levy for bonded indebtedness for fiscal (collection) year 2021 be adjusted as follows:

Bond description	*Scheduled Levy*	*Adopted Levy*
G.O. Capital Improvement-2017	$491,695.32	327,220.00
G.O. Crossover Refunding Bonds Series – 2013A	$20,900.00	$20,900.00
G.O. Improvement Bonds – 2015A	$16,754.15	$20,470.00

BE IT FURTHER RESOLVED that the County Auditor of Anoka County is hereby requested and directed adjust the scheduled levy for collection in 2021.

The motion for the adoption of the foregoing resolution was made by , and was duly seconded by 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 8th DAY OF SEPTEMBER, 2020.

APPROVED:

ATTEST:

____
Steve Feldman, Mayor of St. Francis

____
Barbara I. Held, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #: **9 B**

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **Resolution Providing for the Preliminary Approval of a Proposed 2021 Tax Levy and Setting the Budget Public Hearing Date**

DATE: 09-01-2020

ITEM FOR CONSIDERATION:

State law requires the City to certify its preliminary 2021 levy to the county by September 30, 2020. This levy then **cannot be increased** when the final levy is adopted in December. The council also needs to set the date that the budget and levy will be discussed in December which will also allow for public input.

BACKGROUND:

The 2020 levy was set at $3,984,590. This included a General Fund Levy of $3,616,000 and a Debt Service Levy of $368,590.

The 2021 levy is proposed to increase to $4,234,590. This includes the General Operating Levy of $3,866,000 and a debt service levy of $368,590. This levy utilizes the city's increased market value amounts to keep the overall tax rate about the same as the rate in 2020. This means that a home valued the same in both years will pay the about the same amount in city taxes as last year. The 2020 tax rate was 50.543%. The following table shows the tax rate for the city since 2014. As you can see the rate has been steadily dropping each year.

2014	59.627%
2015	58.908%
2016	58.428%
2017	54.116%
2018	53.996%
2019	53.176%
2020	50.543%
Proposed 2021	50.548%

The total increase in the levy is $250,000 or 6.59%. The total levy has not changed from the August 10th Work session. This does include an increase of $186,000 for a future city hall/fire station debt service.

The General Operating Levy is broken down to the General Fund, Capital Equipment, Building Improvements and Street Improvements. There has been $250,000 designated to Capital Equipment to fund projects listed in the CIP Plan for 2021-2025.

The resolution also sets the date for the Public Hearing on the 2021 Levy and Budget for Monday December 7, 2020 at 6:00 pm as part of the regular city council meeting VIA ZOOM.

ACTION BE TO CONSIDERED:

Approve the attached resolution setting the preliminary levy.

BUDGET IMPLICATION:

The levy that is set will determine the level of the proposed expenditures for 2021.

Attachments:

1. Resolution Providing the Preliminary Approval of a Proposed 2021 Tax Levy and Setting Budget Public Hearing Date.

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2020-34

A RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A PROPOSED 2021 TAX LEVY And SETTING BUDGET PUBLIC HEARING DATE

WHEREAS, State law requires that the City Council give preliminary approval of a proposed tax levy for 2021 by September 30, 2020.

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

1. To adopt the preliminary maximum tax levy payable in 2021 against taxable property in the City of St. Francis at:

General Operating Levy	
General Fund	$ 3,130,000.00
Capital Equipment Fund	250,000.00
Building Improvements	246,000.00
Street Improvements	240,000.00
Total General Operating Levy	3,866,000.00
Debt Service Levy	
2013A Debt Service	$ 20,900.00
2015A Debt Service	20,470.00
2017A Debt Service	327,220.00
Total Debt Service Levy	$ 368,590.00
Total Levy	$ 4,234,590.00

2. To set the date for consideration of the final levy and consideration of the 2021 Budget shall be set as Monday, December 7, 2020 at 6:00 pm VIA ZOOM which can be accessed at www.stfrancismn.org/citycouncil

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:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 8th DAY OF SEPTEMBER, 2020.

Steve Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

City of St. Francis

CITY COUNCIL AGENDA REPORT
9 C

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Conditional Use Permit Revocation – Multiple Properties

DATE: September 8, 2020

OVERVIEW

Conditional Use Permits (CUP) are granted to residential property owners for home-based businesses or use. Over the years, the properties in which hold the permitted use have been sold, changed owners or existing owners are no longer operating the property for which the permit was granted.

Staff has reviewed CUP files and identified several that are inactive. For documentation purposes, the formal action to revoke the CUP should be completed. With the age and inconsistencies of some files, Staff is recommending all of the following be identified in this action. Property owners had the opportunity to come forward and identify any reasons or concerns. Below is a list of all properties in which have been approved for a CUP which is considered to be inactive and part of tonight's revocation:

	Address	Year Granted	Applicant	Current Owner	Property Type	Description	Active (Y/N)
1	23003 Springhill Rd	1985	Wallace A. Watson	Jeffery Tener	residential	Allow for a peat mining operation	2009 owners notified of the termination of the CUP
2	23055 Spring Hill Rd	1992	James Anton	James Anton	residential	Allow for a small engine repair shop	6-27-18 retired the business year ago
3	23065 Spring Hill Rd NW	1996	Doug and Pam Sather	James Mrozla	residential	Allow a ceramic shop	property has not been used for business since ownership transfer
4	23640 Nacre St NW	1995	Kelli Johnson and Wade Beckenbach (1995 Business owner) Nolan and Nicole Peel	Richard Brausen	residential	Allow a Dog kennel business	Property unresponsive

			(2009 Business)				
5	24158 St. Francis Blvd	1991	Carol Westphal (Home Occupation)	Michael and Irene Vanderpoel	residential	Allow statue sales in the yard	6-21-18 verified no longer active
7	2660 239th Ave NW	1999	Scott and Pamela La Boe	Catherine and Daniel Lauseng	residential	Allow for a specialized animal raising operation	CUP was not continued after previous owner
8	3325 Bridge St NW	1990	Owned by the City of St. Francis and Leased by Citation Cable T.V.	INDEPENDENT SCHOOL DIST #15	commercial	Allow Cable T.V. Tower	This property is not being used for this purpose any longer
9	3488 227th Ave NW	2009	Julia Hahn	Darin and Julia Hahn	residential	Allow a sewing business	permit has been inactive several years
10	3656 226th Ave NW	1999	Lori Sherrett and Randy Bratsch	Lori Sherrett and Randy Bratsch	residential	Allow a Desktop publishing company	Company ended a few years ago
11	4025 241st Ave NW	1989	Gerald and Lois Bjork (Home Occupation Retaining wall and stone sales)	Eleanor A., James A. and Thomas Widhalm	residential	Allow to sell retaining wall and stone	6-18-18, use has been nonexistent since the transfer of property
12	4554 241st Ave NW	1995	Mitchell Little	Jay and Elaina Anderson	residential	Allow a welding shop	property owner requested that the permit be canceled
13	5036 Ambassador Blvd	1988	Lynn Floyd (Home Occupation Drapery Shop)	Timothy J. Knautz	residential	Allow a drapery shop in a residential district	Permit no longer in use
14	5512 Ambassador Blvd	2009	Dave Stevenson	Joseph McAlistar	residential	Allow the operation of a construction business	2012 no longer active, sold to new owner in 2013
15	7382 Hill and Dale Dr NW	1995	Cheryl Horner	Michael and Alida Walz	residential	Allow a Beauty Salon	Verified permit no longer in use

16	7508 Hill and Dale Dr NW	1998	Ted Forster	Katlin Moehlmann and Mitchell Vokaty	residential	Allow a mining operation	Property sold, use no longer in place
17	8214 229th Ave NW	1992	John Plaisted (M&P Game Farm)	2TLC Farms LLC	residential	Allow a Game Farm and Hunting Lodge	Property unresponsive

The steps to revoke a CUP included the following:

1. Notice in the newspaper 10 days prior to the public hearing: August 7, 2020
2. Direct notice to property owner, mailed August 5, 2020
3. Notice to surrounding properties within 350', mailed August 5, 2020
4. Public Hearing – August 19, 2020
5. Planning Commission recommends revocation of the above addresses – August 19, 2020

The revocation process is an important step as CUP permits run with the land until affirmatively revoked. The CUP's above are being revoked due to lapse or non-conformity with the CUP Conditions.

Planning Commission held a public hearing on the revocation of the Conditional Use Permit on the addresses listed above. There were no comments received by any parties in response to the revocation of the above listed CUP permits.

ITEMS TO BE DISCUSSED:

Staff requests Council to approve the revocation of the Conditional Use Permits listed above.

City of St. Francis

CITY COUNCIL AGENDA REPORT
9 D

TO:	Joe Kohlmann, City Administrator
FROM:	Kate Thunstrom, Community Development Director
SUBJECT:	Revocation of Conditional Use Permit – Lot 1, Block 1 Meadows of St. Francis 2nd Addition, Parcel 06-33-24-11-0084
DATE:	September 8, 2020

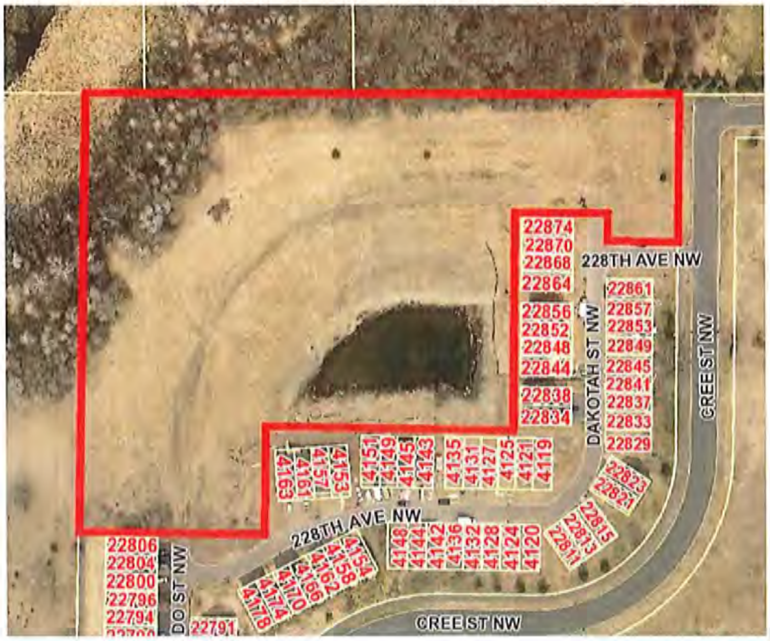
OVERVIEW

Parcel identified as Lot 1, Block 1 Meadows of St. Francis 2nd Addition, Parcel 06-33-24-11-0084 was awarded a Conditional Use Permit (CUP) to allow for an In-Patient Chemical Treatment Facility in June 2018. This property is also known as Meridian Behavioral Health.

In May of this year, Staff was notified that the project is not moving forward and that the current property owner was selling the parcel.

The owner has directly identified the CUP will not be utilized. To revoke a CUP, the process must be initiated by Council or the Planning Commission. Council requested on July 20, 2020 that Staff take the necessary steps to revoke the CUP.

Parcel is Zoned R4 Residential. Any future project would be required to go through the Site Plan process for any development. If another behavior health center was to purchase the land, they would be required to also obtain the Conditional Use Permit. By revoking the current permit, it releases the property from the existing conditions and a new project would create new conditions.



Planning Commission held a public hearing on the revocation on August 19, 2020. There were no property owners, representatives or residents that came forward with comment. Planning Commission recommended to Council the revocation of the conditional use permit.

ITEMS TO BE DISCUSSED:

Staff recommends Council to Revoke the Conditional Use Permit on Lot 1, Block 1, Meadows of St. Francis 2nd Addition.

ATTACHMENTS:

Resolution 2018-21; A Resolution Approving a Conditional Use Permit to Allow an In-Patient Chemical Treatment Facility on Lot 1, Block 1 Meadows of St. Francis 2nd Addition.

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

RESOLUTION 2018 - 21

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN IN-PATIENT CHEMICAL TREATMENT FACILITY ON LOT 1, BLOCK 1, MEADOWS OF ST. FRANCIS 2ND ADDITION

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota was held on the 4th day of June, 2018. The following members were present: Mayor Steve Feldman; Council Members Robert Bauer, Joe Muehlbauer, Rich Skordahl, and Jerry Tveit.

Council Member Bauer introduced the following resolution and moved its adoption:

WHEREAS, the City of St. Francis is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of St. Francis has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Meridian Behavioral Health ("Applicant") is owner of property which is legally described as follows:

Lot 1, Block 1, Meadows of St. Francis 2nd Addition

WHEREAS, the Property is zoned R-4 which allows in-patient chemical treatment facilities as a conditionally permitted use; and

WHEREAS, the applicant has made application to secure a conditional use permit to construct and operate an in-patient chemical treatment facility on the Property; and

WHEREAS, approval of a conditional use permit for an in-patient chemical treatment facility requires compliance to general performance standards listed in Chapter 10, Section 6 of City Code; and

WHEREAS, staff fully reviewed the request and prepared a report complete with findings and recommendations for both Planning Commission and City Council consideration; and

WHEREAS, the Planning Commission on December 20, 2017, opened and closed a duly noticed public hearing on the Conditional Use Permit and considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and recommended approval of the request at that time; and

WHEREAS, the application was subsequently withdrawn as the applicant wished to change the proposed footprint of the building; and

WHEREAS, the revised application was submitted to the City on April 16, 2018, and the Planning Commission; on May 16, 2018; again opened and closed a duly noticed public hearing on the Conditional Use Permit and considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and again recommended approval of the request; and

WHEREAS, the City Council subsequently considered on June 6, 2018, the recommendations of Staff and the Planning Commission, the Applicant's submissions, the contents of the staff report, public testimony, and other evidence available to the Council;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves a Conditional Use Permit to allow an in-patient chemical treatment facility on the Property as proposed in plan sets dated 4/16/18, based on the following findings of fact:

(1) The subject site is guided for residential use, and in-patient chemical dependency treatment centers are a conditionally permitted use within the R-4 zoning district.

(2) The proposed separation distance between the facility and nearby residential uses coupled with proposed landscaping will ensure this permitted use will continue to be compatible with surrounding lands.

(3) The proposed direct connection to 229th Avenue NW will ensure traffic is not an issue and is consistent with anticipated traffic levels for this site.

(4) Proposed parking has been deemed to be adequate for the use and is consistent with the City's minimum parking standards.

(5) All proposed buildings and parking spaces meet required setbacks.

(6) Proposed landscaping materials are acceptable, and the proposed planting plan is in conformance with City standards.

(7) Proposed lighting will not cast glare onto the public right-of-way or adjacent property in a manner that is inconsistent with code or that cannot be managed.

(8) The proposed building materials to be used are of high quality and are consistent with City standards for residential structures.

(9) Stormwater plans will be in conformity with local standards once all engineering issues are addressed, and post-development runoff rates will be less than existing run-off rates once the project is complete.

(10) The proposed use can be adequately served by the City's sewer and water infrastructure, and will not be a burden on city services.

BE IT FURTHER RESOLVED that approval of the Conditional Use Permit shall be subject to the following conditions:

(1) Construction shall be consistent with all plans approved as part of this conditional use permit except as required to be updated by City Staff to conform to conditions of approval.

(2) All changes requested by the City Engineer in their review memo dated 5/8/18 shall be implemented on the final plans prior to permits being issued.

(3) Minor updates to the approved plans as may be needed to avoid encroachment(s) into final drainage and utility easements, meet required setbacks, or to improve the site design shall be worked out with City Staff (i.e. final sign placements) during the permitting process.

(4) An NPDES Construction Permit from the MPCA shall be obtained by the applicant.

(5) All exterior lighting shall include cut-offs to direct light at an angle of 90 degrees or less downward, and each free-standing fixture shall not exceed 25' in height.

(6) Additional shielding or other appropriate measures shall be provided on lights in the NE corner of the property to ensure spillover light is compliant at the northern property line.

(7) The use shall be in compliance with all Federal, State, or County laws and regulations that are applicable, and all related permits shall be obtained and documented to the City.

(8) The property owner shall adhere to all applicable governmental regulations, secure all necessary licenses, and shall obtain all necessary permits to authorize construction, establishment, and continued operation of the proposed use.

(9) The applicant shall enter into a development agreement with the city specifying the responsibilities, securities, and timeline for project completion.

(10) A financial security (or securities), shall be provided to the city to ensure the installation of proposed site improvements including but not limited to; landscaping, lighting, grading, and stormwater management.

(11) The applicant shall recognize that modifications or expansion to conditions for public safety or public betterment may be considered by Council at a future date.

The motion for adoption of the foregoing resolution was duly seconded by Council Member Muehlbauer and, upon vote being taken thereon, the following voted in favor thereof: Feldman, Bauer, Muehlbauer, Skordahl and Tveit. The following voted against or abstained: None.

Whereupon the resolution was declared duly passed and adopted the 6th day of June, 2018.

Steven D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

CITY OF ST. FRANCIS
L'ETOILE DU NORD
MINNESOTA

6/6/18
Dated

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated 10-24-18

Meridian Behavioral Health Authorized Representative

Subscribed and sworn to before me this 24th day of October, 2018.

Paula T. Crandall
Notary Public

PAULA THERESA CRANDALL
Notary Public
Minnesota
My Commission Expires
Jan 31, 2021

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
9 E

TO: Mayor & City Council

FROM: Dave Schmidt, Fire Chief

SUBJECT: **Approve the Repairs to East Bay Flooring**

DATE: 09-08-2020

OVERVIEW:

The fire department has received a total of 3 quotes to epoxy coat and seal the east bay garage floors of the fire station. The east bay concrete has been failing for several years from salt, debris, and vehicle traffic. At this time the concrete in the east bay is at risk for a total failure if it is not addressed soon. The identified solution for a cost effective repair is to apply an epoxied barrier coating to the floor. Funding for this project could be covered by money from the Gambling Fund which has been traditionally used to support fire department operations, the current fund balance for the Gambling Fund is $93,391.27.

The most competitive quote for completion on this project was from IGF for a total of $4453.00.

Action to be considered:
Motion to approve the fire department to repair the east bay concrete with IGF as the approved contractor for the amount of $4453.00, utilizing monies from the Gambling Fund.

City of St. Francis

ESTIMATE

IGF Coatings LLC
Ryan Siverhus
15642 Vale St NW
Andover, Minnesota 55304
United States

763-291-0110
IGFCoatings.com

BILL TO
Steven Feldman
3740 Bridge St. NW Saint Francis,
Minnesota 55070 United States

(763) 670-6389
sfeldman@stfrancismn.org

Estimate Number: 326
Estimate Date: August 20, 2020
Expires On: December 31, 2020
Grand Total (USD): **$4,113.00**

Items	Quantity	Price	Amount
Standard 3 Coat System 3 Coat System consisting of GP 3579 primer coat with 5030 sand added to give the floor improved strength. Color coat of GP 3746 high UV resistant epoxy. 3rd coat of 3746 UV resistant epoxy to add a thicker mil floor for added durability. Texture can be adjusted to support customers needs All floor prep and filling of minor cracks and relief cuts is included. Decorative flake is also included. GP products are Sherwin-Williams flagship industrial strength epoxy coatings only available to certified installers.	1371	$3.00	$4,113.00
Pitching Pitch floor to specifications. Pitching done as T&M at $85 an hr. Estimate approximately 4 hours total.	1	$0.00	$0.00

Total: $4,113.00

Grand Total (USD): **$4,113.00**

Notes / Terms

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS PROPOSAL:

Dated: ____________ By: ______________________________

IGF Coatings LLC ("IGF") CONTRACT TERMS AND CONDITIONS

1. (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

ESTIMATE

IGF Coatings LLC
Ryan Siverhus
15642 Vale St NW
Andover, Minnesota 55304
United States

763-291-0110
IGFCoatings.com

Notes / Terms

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

2. THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY.

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

WE, IGF HAVE BEEN HIRED BY YOUR CONTRACTOR (SEE FRONT SIDE OF THIS FORM) TO PROVIDE CONSTRUCTION SERVICES FOR THIS IMPROVEMENT. TO THE BEST OF OUR KNOWLEDGE, WE ESTIMATE OUR CHARGES WILL BE (SEE FRONT SIDE OF THIS FORM)

IF WE ARE NOT PAID BY YOUR CONTRACTOR, WE CAN FILE A CLAIM AGAINST YOUR PROPERTY FOR THE PRICE OF OUR SERVICES.

YOU HAVE THE RIGHT TO PAY US DIRECTLY AND DEDUCT THIS AMOUNT FROM THE CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE US FROM YOUR CONTRACTOR UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS YOUR CONTRACTOR GIVES YOU A LIEN WAIVER SIGNED BY ME (US).

WE MAY NOT FILE A LIEN IF YOU PAID YOUR CONTRACTOR IN FULL BEFORE RECEIVING THIS NOTICE.

3. The Customer agrees and understands that they shall be obligated to pay interest at the rate of 1 1/2 percent per month on any balances remaining due and payable to IGF for a period of five (5) days from the date of the invoice for this work. The Customer agrees and understands that they will be responsible for all costs of collection, including reasonable attorney fees, should IGF refer the customer's account to a collection company or attorney for collection. The customer hereby consents that IGF shall not hold the down-payment and any progress payments in any type of trust account.

4. The customer agrees and understands that IGF shall have the option to venue any dispute hereunder in Anoka County, Minnesota. The Customer agrees and understands that this agreement is the entire agreement between the parties and that there are no other or further agreements between the parties and all discussions between the parties are hereby merged into this agreement. There shall be no changes to this agreement except in a writing signed by IGF, except in the case of the cost change provision in section 7 below.

5. The work hereunder shall be completed in an industry standard schedule. The scheduled commencement date shall begin per IGF's schedule. IGF shall not be responsible for lost work time on account of weather, strikes, terrorism, accidents, acts of god, or other events not in the control of IGF. Any work requested by the Customer outside of normal business hours will be charged at time and one-half and a markup of 15% for work of subcontractors of IGF. The customer agrees and understands that it is foreseeable that punch-list work may remain on the project after substantial completion. Should any punch-list work remain after substantial completion of the project, the parties agree and understand that such punch-list work shall not be reason for delay of the final payment. The customer shall make an inspection of the work and has an affirmative duty to provide to IGF a written list within 5 days of the date of the final invoice of any work that the Customer believes is punch-list work. IGF shall have the obligation to complete those work items that IGF reasonably believes are proper punch-list items in a reasonable manner, it being agreed and understood that the schedules of IGF shall dictate when such work items shall be completed. Should the customer not provide access to the property for IGF or any of its subcontractors, the customer shall be responsible for the costs of any return trips occasioned by the lack of access.

6. IGF shall carry all required workers compensation insurance on its workman. The customer shall carry all fire, wind damage, and general liability insurance for the work accomplished hereunder.

7. If the customer requests any work above and beyond the work specified herein and IGF agrees to provide such additional work, the customer shall be responsible for those costs on a time and material basis, plus a reasonable mark up for profit and overhead.

8. Except for additional work ordered by Customer, no verbal changes or modifications to this agreement shall be allowed.

ESTIMATE

IGF Coatings LLC
Ryan Siverhus
15642 Vale St NW
Andover, Minnesota 55304
United States

763-291-0110
IGFCoatings.com

Notes / Terms

9. IGF provides a one year warranty that the labor and material used on the work shall be free from defects for a period of one year from the date of substantial completion of the work. The CUSTOMER shall also be entitled to all warranties provided by the Manufacturer of the product furnished by IGF. IGF's warranty does not apply to any warranty work which is covered by a warranty from the material supplier. In the case of material warranted by an manufacturer, the CUSTOMER agrees and understands that the Customer's sole remedy for defects in such material is through the warranty from the manufacturer. Except for the limited warranty provided in this paragraph 9, IGF does not provide to the Customer any WARRANTIES OR GUARANTEES RELATED TO IGF's WORK, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY FOR PERFORMANCE except as stated herein. There are no third parties intended to benefit from this contract and this contract shall be only for the benefit of the Customer and IGF. In the event it is alleged that IGF is liable to any party on account of IGF'S work (or lack thereof) hereunder, the Customer agrees to defend and indemnify IGF from all such claims. In no event shall IGFS liability to any party on account of IGF'S work (or lack thereof) pursuant to this contract exceed the contract amount. The parties acknowledge that the contract price has been reduced and would be substantially higher if not for this agreement to defend and indemnify and this agreement to limit damages.

10. IGF's work is artistic in nature. The work by IGF may exhibit slight color or material variations from samples viewed by the Customer. IGF has sole authority to determine if the work is artistically acceptable.

11. The CUSTOMER as well as all Customers, directors, partners, managers, and officers of the CUSTOMER as well as the individual signing this agreement shall be individually responsible to IGF for any and all billings and all costs and expenses generated by IGF on account of goods and services furnished to the CUSTOMER or based on the terms of these terms and conditions.

12. The amount of any present or future sales, uses, excise or other tax applicable to the sale or use of the products and services sold hereunder shall be paid by CUSTOMER.

PROPOSAL AGREEMENT

Concrete Coating SOLUTIONS

8/23/2020

Submitted To:
CITY OF ST. FRANCIS
23340 CREE STREET NW
ST. FRANCIS, MN 55070
SFELDMAN@STFRANCISMN.ORG

Submitted By:
Douglas C. Berg
Concrete Coating Solutions
656 - 207th Avenue NE
East Bethel, MN 55011
Phone: (612) 791-3831

SHERWIN-WILLIAMS INDUSTRAIL EPOXY COATING SYSTEM & A FINISH COAT OF CRU.

PROJECT:AMBULANCE PARKING APPROX. 1,400 SQ.FT.

1. PEPARATION OF PRESENT EPOXY FLOOR WILL BE DONE BY ONE OR ALL THE FOLLOWING METHODS: BLASTRAC & DIAMOND GRINDING.
2. FURNISHING AND INSTALLATION OF TRAFFICOTE SELF-LEVELING SLURRY FLOORING SYSTEM IS A HIGH BUILD 1/8"-3/8", CHEMICAL RESISTANT PROTECTIVE, SELF-LEVELING SYSTEM.
3. FURNISHING AND INSTALLATION OF SHERWIN-WILLIAMS PRIMER IS A TWO COMPONENT, CLEAR EPOXY FOR ADHESION TO EXISTING FLOOR.
4. FURNISHING AND INSTALLATION OF SHERWIN-WILLIAMS 3746 HIGH PERFORMANCE EPOXY IS A TWO-COMPONENT, RECOATABLE EPOXY. SHERWIN-WILLIAMS 3746 HIGH PERFORMANCE EPOXY IS EXTREMELY HARD-WEARING, CHEMICAL, IMPACT AND ABRASION RESISTANT.
5. FURNISHING AND INSTALLATION OF SHERWIN WILLIAMS 4638 HS POLYURETHANE FLOOR ENAMEL IS A TOUGH, HIGH-GLOSS, DURABLE FINISH.

Permits and Fees

	Required Permits/Fees by Buyer		Required Permits/Fees by Seller

Proposal Price

SEVEN THOUSAND FIVE HUNDRED & 00/100
$7,500.00

Payment Terms

NET 30 DAYS.

Proposed Project Schedule

Commencement of work is estimated to take place within 10 days of proposal acceptance/contract ratification.
Completion of work is estimated at 3-4 days per phase.

General Terms and Conditions

Terms and Conditions according to Concrete Coating Solutions standard contract terms as specified on the reverse side of this proposal.

Limited Warranty

All products and services are warranted against defects in material and workmanship for a period of one year from date of purchase. All material is guaranteed to be supplied per specification.

Cancellation

Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Seller may withdraw this proposal if not accepted within thirty (30) days.

Acceptance

The above proposal is satisfactory and hereby accepted. You are authorized to do the work as specified, and payment will be made according to the above

Buyer

Signature
[Name]
[Date]

Seller

Signature
[Name]
[Date]

Terms and Conditions

Nature of Transaction
The parties agree that this transaction is a Commercial Transaction constituting the sale of goods and is subject to and shall be governed by the provisions of Article Two of the Uniform Commercial Code as it has been adapted and amended by the State of Minnesota, and modified by these Terms and Conditions.

Payment
Client agrees to pay invoices according to stated Terms and Conditions. Invoices not paid according to stated Terms and Conditions will be subject to a finance charge of 1.5 percent per month (18 percent per annum) or the maximum rate allowed by law, if less.

Cost of Collection
If Supplier commences an action against Client arising out of or in connection with this Offer or any agreement arising out of or relating to this Offer, Supplier shall be entitled to have and recover from Client its reasonable attorney's fees, collection costs, and costs of suit.

Unconditional Guarantee
Client (jointly and separately) personally agrees to unconditionally guarantee payment. This guarantee shall be a continuing, absolute and unconditional guarantee and shall remain in full force and effect until expressly revoked by a written notice from the Supplier sent by certified mail, return receipt required and, also, until of said indebtedness, liabilities and obligations created before received such notice shall be fully paid. This guarantee extends to and includes any and all interest due or to become due together with any and all costs and expenses, including but not limited to collection with agency fees, attorney fees and court costs included by Supplier, in connection with any matter covered by this guarantee.

Time for Performance
The work to be performed under this Agreement shall be done in accordance to the Proposed Project Schedule. The time of completion shall be extended to take account of changes, excusable delays or other adjustments provided for in this Agreement. Completion shall mean substantial completion of all work with the exception of final punch list items.

Limited Warranty
Supplier warrants that all work shall be completed in a good workmanship like manner and in compliance with all codes and applicable standards.

Excusable Delays
Supplier shall not be liable for delays in performance due to causes beyond its reasonable control, including but not limited to: (1) Acts of God, acts of Client or agent(s) of Client, prerequisite work by others who are not subcontractors to Supplier, acts of civil or military authority, failure to obtain required permits or approvals, delays in transportation, fires, strikes, floods, inclement weather, epidemics, war, riots, or civil disturbances. (2) Acts of third parties having the effect of delaying performance of the work hereunder. (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, material or equipment required for the work. In the event of any such delay, the Time for Performance shall be extended by a period equal to the time lost by reason of such delay. Settlement of strikes, lockouts, and industrial disturbances shall be entirely within the discretion of Supplier.

In the event Supplier's performance is delayed by reason of any act or omission of Client or Client's agent(s), or prerequisite work by others who are not subcontractors to Supplier, Supplier shall be entitled to an equitable adjustment in the Contract Price and/or Time for Performance.

Independent Contractor and Subcontractors
Supplier shall perform the work as an independent contractor. Supplier may at its discretion engage subcontractors to perform services under this Agreement, but Supplier shall remain responsible for proper completion of this Agreement. As an independent contractor, Supplier retains the right to perform services for others during the term of this Agreement and has the sole right to control the means, manner and method by which the work shall be performed. Client is prohibited from directly hiring Supplier's employees and or subcontractors for a period of one (1) year from completion of project.

Mechanic's Liens
Minnesota Statute (M.S.A. 514.XXX) provides for parties that supply labor or materials for a construction project to claim a lien against the improved property in the event they are not paid for that labor or materials. Specifically:

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Insurance
Supplier agrees to maintain adequate business liability insurance for injury to its employees and others incurring loss or injury as a result of the acts of Supplier, its employees or subcontractors.

Indemnities
Suppler hereby agrees to indemnify and hold harmless Client from any physical damage to property of third parties or injury to persons, including death, to the extent resulting directly from negligence of Supplier or its agents, while engaged in activities under this Agreement. Client shall likewise indemnify and hold harmless Supplier from any physical damage to property of third parties or injury to persons, including death to the extent resulting directly from the negligence of Client or its agents, while engaged in activities under this Agreement. In the event such damage or injury is caused by the joint or concurrent negligence of Supplier and Client, the loss shall be borne by each party in proportion to its negligence.

Limitation of Liability
Supplier's liability on all claims of any kind, and that of its subcontractors and suppliers, shall in no case exceed the Contract Price and shall terminate upon the earlier of the termination of this Agreement or the expiry of the Warranty Period, whether such claims are based on contract, guarantee, indemnity, warranty, tort, including negligence of Supplier or any subcontractor or supplier, strict liability or otherwise, and whether such claims are for any and all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or for services or materials furnished pursuant to this Agreement.

In no event, whether as a result of breach of contract, warranty, guarantee, tort, including negligence, strict liability or otherwise, shall Supplier or its subcontractors or suppliers be liable for indirect, incidental, consequential, or exemplary damages including, but not limited to: Loss of profits or revenue, loss of use, cost of capital, cost to substitute equipment, facilities or services, downtime costs, and/or cost in excess of estimates.

Assignment
Client shall not assign any duties, rights or obligations hereunder without the prior written consent of the Supplier, which consent shall not be unreasonably withheld.

Supplier shall have the right to assign any part of the work to any subsidiary or affiliated company, and the Client agrees to execute any documents reasonably required to affect the transfer to such company of all rights and obligations associated with such portion of work.

Entire Agreement
This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto.

Modification and Waiver
Client may request changes within the general Scope of Supply. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the work under this Agreement, or shall affect Supplier's ability to meet its Warranty obligations, there shall be an equitable adjustment to the Contract Price and/or the Time for Performance. Supplier shall not be obligated to proceed with the changed work until: (1) The value of such change and its effect on the Time of Performance or on Warranties has been agreed upon and (2) A Change Order has been signed by Client and Supplier.

No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement.

Severability
If any provision hereof is held to be unenforceable by final order of any court of competent jurisdiction, the remaining provisions shall nonetheless be enforceable in accordance with their terms. In the event that any provision is held to be over-broad as written, such provision shall be deemed to narrow its application to the extent necessary to make the provision enforceable according to applicable Laws and shall be enforced as amended.

Default and Termination
Client may terminate this Agreement for any reason, at any time, prior to midnight of the third business day following ratification of this Agreement. Termination must be done in writing. After this initial period, Client may terminate this Agreement if Supplier is in default of any of its material obligations hereunder or if Supplier becomes insolvent. Upon occurrence of any of the foregoing, Client shall notify the Supplier in writing of the nature of the default and of Client's intention to terminate this Agreement for default. If Supplier fails: (1) To commence and diligently to pursue cure of such default within ten (10) days from receipt of such notification, or (2) To provide reasonable evidence that such default does not in fact exist, Client may terminate Supplier's right to proceed with the work. In such event, Client shall pay Supplier for any materials delivered and any services performed up to the date of termination.

If the work is delayed for a period of thirty (30) days or more under an order of an authority having jurisdiction, or an act or omission of Client, or Client's agents, or for any cause not the fault of Supplier, or Supplier's employees and/or subcontractors, or because Client has not made payments as provided herein, then Supplier may upon ten (10) day written notice to Client, terminate this Agreement. In addition, Supplier may recover from Client payment for any and all costs incurred and losses sustained by Supplier (including reasonable overhead and profit) by reason of any such termination.

Applicable Law
This Agreement shall be governed by Laws of the State of Minnesota. If any dispute, breach, controversy or claim arises out of or related to this Contract Agreement, termination or validity thereof, each party agrees to bring suit or initiate other dispute proceedings only in the State of Minnesota. Each party consents to jurisdiction and venue in the State of Minnesota and that valid service of process may be affected by certified mail at the last known address of its principal office/residence, or by other means authorized under Minnesota Statutes. Any claim or dispute in connection with this Agreement must be commenced within thirty (30) days after the discovery of the problem and/or defect.

Notices
All Notices shall be considered as delivered three (3) days after postmarked if dispatched by registered or certified mail, when confirmed if sent via telex, when signed if delivered by hand and when received in all other cases.

Distinctive Garage Floors

(612) 479-9992
info@distinctivegaragefloors.com
http://www.DistinctiveGarageFloors.com

ADDRESS
Steve Feldman
City of St. Francis
3740 Bridge Street
St. Francis, MN 55070

SHIP TO
Steve Feldman
City of St. Francis
3740 Bridge Street
St. Francis, MN 55070

Estimate 3740

DATE 08/27/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Estimate/Consultation	Free Estimate. Steve and Dave, it was nice to meet you, and learn about this and future City of St. Francis projects.	1	0.00	0.00
	Concrete Floor Grinding - Lavina	Concrete surface preparation using Lavina grinder(s) attached to triple HEPA filtered Pulsebac vacuum(s). Providing a 99.9% dust free experience. Grinding cost included with coating.	1,331	0.00	0.00
	Epoxy - Build Coat	Install build coat of a low VOC, 100% solids epoxy and/or use of a fast setting Fortification Formula to repair large sq ft surface areas of heavily spalled concrete.	1,331	0.42	559.02
	Epoxy base coat 1/4" chip system - 3 Step	Install of a low VOC, 100% solids tinted epoxy base coat Full broadcast of 1/4" chip (Any stocked 1/4" chip blend) Apply a high solids, UV stable polyaspartic top coat.	1,331	4.00	5,324.00

*Cracks that appear in the concrete, after install, that impact the installed coating are not covered by the manufacture warranty. Concrete cracks are a defect in the concrete slab, not the coating.

*Hot tire pick up, coating delamination, and UV stability are covered for 20 years on our polyurea/polyaspartic chip systems.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Anti Slip Additive	Application and back roll of Shark Bite anti-slip addative into top coat. Heavy application will reduce glossy appearance of top coat.	1,331	0.05	66.55
	2020 DGF Special	1k+ Sq ft city discount	1,331	-0.25	-332.75
	100% Customer Satisfaction	Our job is not completed until you are satisfied.	1	0.00	0.00

City Project Dimensions:
38' 6" by 30' 6" = 1181' plus 150' rear bump out of 17' 4" by 8' 6".
= 1331 Total square feet of coating install
Moisture reading range of 2.2% -4.6% - No known water/moisture isues with buildings concrete slab.
Concrete (Moh's) hardness test results #6 Very Hard
We will use the correct diamonds to grind your concrete to a concrete surface profile 2 (CSP#2)
With an epoxy basecoat elected, we will need to maintain a minimum of 65 degree concrete temp during and for 2 days after install to ensure a proper coating system cure.
We would aim to schedule this project in late September or early October 2020 as the city budget decision and timeline allows.
We require a 25% deposit to get a date(s) locked on our install calendar.

TOTAL	**$5,616.82**

Accepted By

Accepted Date

*Cracks that appear in the concrete, after install, that impact the installed coating are not covered by the manufacture warranty. Concrete cracks are a defect in the concrete slab, not the coating.

*Hot tire pick up, coating delamination, and UV stability are covered for 20 years on our polyurea/polyaspartic chip systems.

City of St. Francis

City Council
AGENDA REPORT
Agenda Item #
9 F

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: Permit for Food Vendor in the Bottle Shop parking lot

DATE: September 8, 2020

OVERVIEW

The City was contacted by Casa Rio about bringing their food truck to the City of St. Francis. They also have a restaurant in Anoka. Mayor Feldman has been in contact with them and are open to the dates and times listed below. This food truck will be located in the Bottle Shop parking lot.

The dates and times of operation are as follows:

1) Tuesday, September 8	11:00 a.m. – 7:00 p.m.
2) Tuesday, September 15	11:00 a.m. – 7:00 p.m.
3) Wednesday, September 16	3:00 p.m. – 7:00 p.m.

Action to be considered:
Authorize staff to administratively approve permits for this vendor. Consider waiving fees.

HOME DAILY SPECIALS MENU ONLINE ORDERING FOOD TRUCK CATERING ABOUT US CONT/

OUR FOOD TRUCK IS READY

Call 763-205-2427 or email us your needs.

We'll post locations as they become available. Let us know if you'd like us to come to your location!

FOOD TRUCK MENU

TACOS .... 2 for $6
Choice of Shell: Homemade Flour Fried, Hard Shell Corn or Soft Flour Tortilla

BIG MEXICO CITY TACOS $8
TWO Tacos in a hard corn shell with meat and all the fixings, then smothered with Queso and wrapped in a soft flour tortilla. A Casa Favorite! Choice of Meat: Beef or Chicken

WALKING TACOS
A bag of Doritos® topped with your choice of beef or chicken, lettuce, cheese, taco sauce and sour cream $6

QUESADILLAS
Cheese $7
Chicken or Steak $9
Includes: Sour Cream

BURRITOS $10
Includes: Cheese and our World Famous Queso
Choice of Meat: Beef, Chicken, Shrimp or Steak
Choice of Tex Mex Beans or Black Beans

FAJITAS
Your choice of meat, sautéed in butter and our Mesquite seasoning with strips of onion and green pepper.
Choice of Corn or Flour Tortilla.
Chicken or Steak $10
Shrimp or Combo of All 3 .... $12
Additional Toppings .... $1.50 ea

TAQUITOS $9
SIX Taquitos, stuffed with Chicken and deep-fried to perfection! Served with Lettuce, Sour Cream, and Avocado Ranch. You'll come back for more!

NACHOS $8
Choice of Meat: Beef or Chicken
Toppings: Lettuce, Cheese, Pico de Gallo, Sour Cream

TACO SALAD $8
Lettuce, Cheese, Pico de Gallo, Sour Cream, and Taco Sauce with your choice of meat, served in a crispy shell. Choice of meat: Beef or Chicken

CHIPS & SALSA $4
CHIPS, SALSA & QUESO $5
CHIPS, SALSA & GUAC $6

DRINKS $2
Water, Coke, Diet Coke, Mountain Dew, Sprite, Root Beer

Casa Rio Tex Mex Restaurant
201 Jackson St
Anoka, MN 55303
763-205-2427
CasaRioRestaurants.com

SERVING THE ENTIRE METRO AREA

201 Jackson Street Anoka, MN 55303

763 - 205 - 2427

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Northfield Insurance Agency, Inc.
711 Division Street
PO Box 239
Northfield MN 55057

CONTACT NAME: Kristykay Gillard
PHONE (A/C, No, Ext): (507) 645-8861 FAX (A/C, No): (507) 645-8863
E-MAIL ADDRESS: Kristy@nfldins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	EMCASCO Insurance Company	21407
INSURER B :	Union Insurance Company of Providence	21423
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CASA ENTERPRISES, DBA CASA RIO
201 JACKSON ST STE 104
ANOKA MN 55303-4094

COVERAGES **CERTIFICATE NUMBER:** CL2012115404 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER:			6D15052	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Empl Practices Liab 100K	$ 100,000
B	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS; [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6E15052	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Theft Prevention Authority Charge	$
	[ ] UMBRELLA LIAB [ ] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6H15052	01/01/2020	01/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage to include patio extension into Jackson Street outdoor patio area. 20x30 outdoor patio seating.

CERTIFICATE HOLDER

Anoka County Human Services Division
2100 3rd Ave, Ste 600
Anoka MN 55303-5042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristykay Gillard