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

AUGUST 3, 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 – July 20, 2020
   B. Authorization Not to Waive the Statutory Tort Liability Limits to the extent of the coverage purchased with LMCIT
   C. Third Amendment Lease with Century Link Building Site
   D. Accept the Resignation of Fire Fighter Albert Garza
   E. Rental License Approvals – Mid Year
   F. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
   A. Capital Improvement Plan (CIP) 2021-2025
8. OLD BUSINESS
9. NEW BUSINESS
   A. Westman - Nacre Street/Lot Split – Resolution 2020-30
   B. Schedule a Work Session
   C. CARES Act Grants – Resolution 2020-31
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
    A. Department Reports – Public Works Department – June Monthly Reports
    B. Councilmember Reports -
    C. Upcoming Events –
       Aug 11 State Primary Election 7am to 8 pm
       Aug 17 City Council Meeting @ 6:00 pm
       Aug 19 Planning Comm. Meeting @ 7:00 pm
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-266

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES

July 20, 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 Kevin Robinson, Sarah Udvig, Robert Bauer, 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, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

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

4. **CONSENT AGENDA**
A. City Council Minutes – July 6, 2020
B. Accept the Resignation of Police Officer – Jody Black effective July 31, 2020.
C. Authorization to Fill Vacancy of Police Officer
D. Pay Estimate No. 1 to Kuechle Underground, Inc. $430,315.13 for the 2020 Street Reconstruction Project
E. Pay Estimate No. 1 to North Valley Inc. $151,915.11 for the 2020 Street Rehabilitation Project
F. Sewer System Cleaning (Jetting) and Televising – Accepting the two quotes; Ritter & Ritter Inc. $28,210 and Empire Pipe Services $26,0337.50 and award the bid to Empire Pipe Services.
G. Payment of Claims $1,127,356.67 (ACH 290E-292E $ 357,977.79) and (Checks 77754-77833 $769,378.88)

MOTION BY ROBINSON SECOND UDVIG APPROVING CONSENT AGENDA ITEMS A-G.

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

5. **MEETING OPEN TO THE PUBLIC**

Tom Simshauser, 23177 Jivaro Street; reported this past weekend there were fireworks on or around our street. They were still going off around 10:30 – 11:00 pm and quite loud. They woke up our kids and neighbors. The debris was ending up close to our house. I did email the mayor over the weekend about the noise. Seems like an on going problem lately. Was just wondering what can be done. I did go speak with the neighbors that were shooting them off.

Feldman asked Police Chief if he could let him know what they can do.

Chief Schwieger stated our city code follows the State Statute. What they were shooting off were probably not Minnesota legal. We have been receiving more complaint this year and we have confiscated a lot too. We recommend you call when it is going on. Give dispatch as much information as you can. You can remain anonymous but at least give dispatch the address of the person doing it or at least your address. We will also look for indicators. The enforcement is the discretion of the officer. If they have been warned and continue they will be issued a citation. Common problem this time of year and this year there seems to be more. There were a lot of comments on Facebook but only two called dispatch. Residents need to call dispatch, officers don't monitor Facebook. Giving dispatch as much information you can is huge.

Tom Simshauser said thank you and we hope to have no more conflict.

Muehlbauer stated he is looking at the Statute and the best we can do is support our police department. Continue to call the police, keep them informed.

Udvig stated unfortunate this is happening everywhere, be respectful to your neighbors.

Bauer agreed with Udvig, let's be respectful to your neighbors, be neighborly.

Robinson said he is glad this was handled respectfully. In our area we hear guns late at night.

Chief Schwieger stated in the water/sewer area no guns or bow and arrows are permited. In the non water/sewer area you must be at least 500' away from a structure.

Feldman thanked the resident for coming forward.

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**
None

8. **OLD BUSINESS**
None

9. **NEW BUSINESS**
A. CARES Act – Small Business Relief Grant Program Policy
The City received a Federal CARES Act funding that passed through the State of Minnesota. Cities were provided funds to address municipal costs and have the ability to provide grants to local businesses. However, there are parameters in which business must adhere in order to receive these funds. Community Development Director Thunstrom also stated you received a draft Small Business Relief Grant Program Policy. There may be updates as we continue to learn more information from the Federal and State level. We also have been working with Anoka County and cities within Anoka County. The time line was in the report.

The council is hoping this will help the local businesses. They also wanted to know if they could help in any way to get the word out about this program when it is ready. MOTION BY UDVIG SECOND ROBINSON APPROVING THE SMALL BUSINESS RELIEF GRANT PROGRAM POLICY SUBJECT TO ATTORNEYS REVIEW.
Ayes: Bauer, Feldman, Robinson, Udvig, and Muehlbauer
Nays: None
Motion carried 5-0.

B. CUP Cancelation on Meadows of St. Francis 2nd Addition-Vacant Lot
Thunstrom reported the Meadows of St. Francis 2nd Addition was granted a Conditional Use Permit (CUP) for the development of a behavior health center in June, 2018. They anticipated to build in 2018 and/or 2019. In May 2020 staff was notified that the property owner was considering a sale of the property. In July staff was notified by their real estate agent the sale was now officially moving forward. A CUP runs with the land, so any future land owner can utilize the land use approval. Cancelling the CUP would require any project not "permitted" by Code to process a land use permit. If Council requests staff to move forward with the cancelation of the CUP, it would move to a public hearing at the Planning Commission, August 19 and Council on September 8, 2020.

Feldman stated he was not sure that is a good area for a behavioral health center. By canceling the CUP, we would have more control of what does go into that area. The realtor did contact a builder who already signed a letter of intent to purchase the property.

Robinson asked if they owed the city any money. Thunstrom said not this one. Robinson said lets wipe the slate clean; he too would like to see more housing.

Bauer agreed with Robinson. These would be water/sewer lots and butt right up to the potential new development in Oak Grove with acreage lots. Not sure why they would not want to hook up to our water/sewer so they could put in more lots.

Muehlbauer said if you are going to put in a behavioral center, across from the police department is not a bad area for one. Addiction facilities get a bad rap but I would agree with starting the cancelation process.

Udvig stated she agrees with the cancelation of the CUP.

MOTION BY ROBINSON SECOND MUEHLBAUER DIRECTION STAFF TO INITIATE CANCELING THE CONDITIONAL USE PERMIT ON THE MEADOWS OF ST. FRANCIS 2ND ADDITION.

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

C. Emergency Management Declaration

City Administrator Joe Kohlmann reported the City adopted an Emergency Ordinance due to COVID-19 in March, 2020. Staff has been following industry guidelines that have been pushed out by the State of MN regarding specific departmental functions. Included in the packet are documents that were required to be adopted as part of a Reopening Plan. The plan did not need to be submitted but was required to be put in place. Kohlmann asked for direction on whether we keep this in place or not. The council generally agreed to keep it in place for the time being. This will be revisited again the second council meeting in October.

D. Change Order No. 1 – 225th Lane (2020 Street Reconstruction Project)

City Engineer Craig Jochum reported during the reconstruction of 225th Lane from Rum River Blvd. to Tulip Street the contractor noticed a soft subgrade that was not anticipated. This development went in around 1979. Jochum went into detail of how this may of gone unnoticed and what was needed to correct the subgrade properly. Jochum' s report was included in the packet. Jochum stated it is not known at this time if the soils issue may continue up Zea Street/226th Avenue too. Jochum stated to qualify for Municipal State Aid funds a change order must be processed to add the geotextile fabric to the contract. Provided to the council was Change Order No. 1 is for 12,000 square yards of Geotextile Type 5 for $28,440. This is a unit price project therefore; the contractor will only be paid for the actual units or square yards of geotextile fabric installed.

Muehlbauer said thank you for the explanation. Not a fan for paying more but at least we can use MSA funds. Muehlbauer asked for a projected completion date. Jochum stated there has been a significant amount of work that needed to be done on this project. We are hoping early to mid-August with restoration after that.

Robinson thank Jochum for the detailed explanation.
Feldman stated we need to do this right and asked for the residents to be patient.

Udvig said she had nothing further to ask but also thank Jochum for his explanation of the works that needs to be completed.

Bauer said anytime we go that far down things do come up. Thanked Jochum for the informative change order explanation, we never got that with Bolton and Menk.

Feldman said I like that we heard about the change order on time not like the changes orders the council use to get after it was completed. Be patient and let's do this right.

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING CHANGE ORDER NO. 1 ON THE 2020 STREET RECONSTRUCTION AND WATERMAIN IMPROVEMENT PROJECT FOR THE GEOTEXTILE IN THE AMOUNT OF $28,440.

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

10. **MEETING OPEN TO THE PUBLIC**

None.

11. **REPORTS**

A. Department Reports – Police Department 2020 Second Quarter Report

Chief Schwieger stated he was going to introduce Police Reserve Derek Barck, who is interning with the police department for his college requirements but is no longer signed on to the meeting. This week Derek will be with me.

Chief Schwieger gave his quarterly report. He highlighted the department in response to COVID, calls for service, Community Resource Officer, events, and TZD. TZD is Minnesota's Toward Zero Death traffic safety program. Will also be working on hiring another officer.

Feldman thanked Chief Schwieger for the report. I like that we are being proactive and preemptive.

Robinson stated good report and asked about fines for not wearing seatbelt and texting.

Bauer said he was surprised that agency assist and a lot of the numbers went down this quarter in comparison to other quarters.

Udvig stated another excellent report and kudos to the police department for their community relationship, keep up the good work.

Muehlbauer said good report and appreciate what your staff does and also glad you are our chief during this time. Muehlbauer then asked about the Citizen Police Academy. Chief Schwieger said if not this fall definitely in the spring.

Feldman said council is blessed with the council and staff we have. We will aways have issues to deal with. Resident Tom Simshauser thanked the council and staff for what you do. Feldman stated we don't hear that very often, nice to know we have a good team.

B. Councilmember Reports -
Udvig – has been reaching out to food vendors to see we can do to get some in St. Francis.
Bauer – nothing to report.
Muehlbauer – did miss the work session, didn't feel well.
Robinson – felt we had good discussion at the work session.
Feldman – in speaking with Public Works Director Jason Windingstad he found out that with the milling that was left over from the street project and some that we had around he was able to sell it to a contractor for $850. Good initiative, better bang for the buck.

C. Upcoming Events -
July 18 Recycling Event @ LePage & Sons 8 am to noon
Aug 3 City Council Meeting @ 6:00 pm
Aug 11 State Primary Election 7am to 8 pm
Aug 17 City Council Meeting @ 6:00 pm
Aug 19 Planning Comm. Meeting @ 7:00 pm

12. **ADJOURNMENT**
There being no further business, Mayor Feldman adjourned the regular city council at 7:30 pm.

____
Barbara I. Held, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 B

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **Authorization Not to Waive Statutory Liability Limits**

DATE: 07-23-2020

OVERVIEW:

Historically, the city has chosen to not waive the statutory liability limits. Waiving the statutory limit would likely increase premiums. In addition, the statutory limits maximum exposure to $500,000 per claimant and $1.5 million per occurrence.

ACTION TO BE CONSIDERED:

Motion to Not Waive Statutory liability limits.

BUDGET IMPLICATION:

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

Attachments:

- League of MN Cities Memo excerpt concerning Statutory Limits and Waiving
- Liability Coverage Waiver Form.

RELEVANT LINKS:

In addition to the LMCIT coverage limit of $2 million per occurrence, there are annual aggregate limits, or limits on the total amount of coverage for the year regardless of the number of claims.

A $3 million annual aggregate applies for the following:

- Products.
- Failure to supply utilities (water, electricity, gas, steam service, and phone and internet or other electronic data transmission services.)
- Data security breaches (a $250,000 sublimit, which is part of and not in addition to the $3 million aggregate, applies for Payment Card Industry fines and penalties and data security breach regulatory fines and penalties resulting from a data security breach claim.)
- Electromagnetic fields.
- Limited contamination (sudden and accidental release of pollutants; herbicide and pesticide applications; sewer ruptures, overflows, and backups; lead and asbestos claims; mold claims; organic pathogen claims; hostile fire claims; and excavation and dredging claims, which are also subject to an annual $250,000 sublimit.)

See Section III.B, *Data security breach and computer-related risks*.

A $1 million annual aggregate applies to land use and special risk litigation. This coverage is provided on a sliding scale percentage basis, which is based on participation in LMCIT's land use incentive.

See Section III.J, *Land use and special risk litigation*.

A $100,000 annual aggregate applies for employees' activities in outside organizations.

See Section III.D, *Employees' activities in outside organizations*.

2. Statutory liability limits

Minn. Stat. § 466.04.

The statutory municipal tort cap is limited to a maximum of $500,000 per claimant and $1.5 million per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both. The LMCIT liability coverage provides a standard limit of $2 million per occurrence.

See *Summary of LMCIT Liability Coverage Options* and the effects of choosing the various coverage structure options.

At the city's coverage renewal each year, it must decide whether to waive or not waive the statutory limits. There is no right or wrong answer, and it's a discretionary decision each governing body must make.

RELEVANT LINKS:

a. Waiving the statutory limit

Members who waive the statutory limits are waiving the protection of the statutory limits, up to the amount of coverage the city has. A claimant could recover up to the LMCIT standard limit of $2 million, rather than the statutory limit of $500,000 per claimant. Because the waiver increases the exposure, the premium is a bit higher for coverage under the waiver option.

A city may choose to pay more in premium for the waiver option because the statutory liability limit only applies in cases where the city is in fact liable and the injured party's actual proven damages are greater than the statutory limit. Some cities may want to have more assets available to compensate their citizens for injuries caused by the city's negligence.

See Section II.D.3, *Purchasing higher liability limits.*

In those cases where the city waives the statutory limit, but also purchases the LMCIT excess liability coverage, a claimant could potentially recover more. If, for example, the city has $1 million of excess coverage and chooses to waive the statutory tort caps, the claimant or claimants could recover up to $3 million in damages in a single occurrence.

The cost of the excess liability coverage is higher if the city waives the statutory tort caps. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort caps increases both the per claimant exposure and the per occurrence exposure.

b. Not waiving the statutory limit

See Section II.D.3.a, *Statutory limits may not apply.*

For cities who choose not to waive the statutory limits, the city's liability is limited by the statute to no more than $500,000 per claimant and $1.5 million per occurrence. LMCIT's higher coverage limits would only come into play on those types of claims that aren't covered by the statutory limit.

3. Purchasing higher liability limits

LMCIT makes available the option of carrying higher coverage limits than the basic limit of $2 million per occurrence. The LMCIT excess liability coverage is available in $1 million increments up to a maximum of $5 million. There are several reasons why cities may consider carrying LMCIT's excess liability coverage.

a. Statutory limits may not apply

Minn. Stat. § 3.736.

The statutory tort caps do not or may not apply for the following types of claims:

LEAGUE of MINNESOTA CITIES

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.

- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to $2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is $2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.

- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

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

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

145 University Avenue West
St. Paul, Minnesota 55103

PH: (651) 281-1200
TF: (800) 925-1122

FX: (651) 281-1298
www.lmc.org

LMCIT Member Name:
City of St. Francis

Check one:

☑ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

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

Date of member's governing body meeting: August 3rd, 2020

Signature: ______________________ Position: Finance Director

BGS

Barna, Guzy & Steffen, Ltd.

ATTORNEYS AT LAW
200 Coon Rapids Boulevard NW, Suite 400
Minneapolis, MN 55433-5894
www.bgs.com
(763) 780-8500 FAX (763) 780-1777

To: Honorable Mayor and City Councilmembers
Joe Kohlmann, City Administrator
Barb Held, City Clerk
From: David Schaps, Assistant City Attorney
Re: Century Link Lease Third Amendment and Extension
Date: July 30, 2020

Please allow this memorandum to provide information on the negotiations for a lease amendment/extension with Century Link for their current improvements located at 3917 233rd Ave. N.W, which is located to the east of the water tower on 233rd Street. The lease has been in effect since 1984, and has been amended in 1999 and 2015.

The new lease amendment and extension terms include:

- The Term will be for five years, from November 1, 2019 to November 1, of 2024.

- Rent will be due and payable on November 1 of each year during the Extended Term and any Renewal Term. During the first 12-month period of the Extended Term, Century Link will pay annual rent in the amount of $4,500.00. Thereafter, annual rent will increase by 3% on November 1 of each year during the Extended Term. This base rent was increased from a flat rate ($4,200.00 per year) that did not increase each year to one increased commiserate with the Consumer Price Index, then provides for an annual 3% increase for each subsequent year.

- The new lease amendment removed outdated confidentiality language requirements, as the City is required to follow the Minnesota Government Data Practices Act.

- Century Link has the option to renew and extend the lease (subject to the 3% annual increase) for two additional five year terms, which if exercised would run until November of 2034.

Staff Recommendation:

Staff has negotiated and reviewed the changes to the lease amendment and extension, and recommends approval by the City Council.

Council Action Requested:

Motion and second to approve the Third Amendment to the Lease Agreement with Qwest Corporation, a Colorado corporation d/b/a CenturyLink QC, and authorize the appropriate officials to execute the lease amendment documents, subject to City Attorney approval as to form.

2057796_1

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**") is entered into by and between Lessor and Lessee and will become effective on the date this Third Amendment is last signed by both of the parties ("**Effective Date**"). Lessor and Lessee may sometimes be referred to in this Third Amendment collectively as the "parties."

For good and valuable consideration, the receipt and adequacy of which are expressly acknowledged by the parties, Landlord and Tenant agree as follows:

1. **Definitions**. In this Third Amendment, the following terms will have the meanings set forth below:

a. **Lessor:** City of Saint Francis, Minnesota.

b. **Lessee**: Qwest Corporation, a Colorado corporation d/b/a CenturyLink QC.

c. **Lease:** Lease Agreement dated October 14,1984 between Lessor and Lessee ("Original Lease"), as amended by that certain First Amendment to Lease Agreement dated May 1999, that certain Reinstatement of and Second Amendment to Lease Agreement dated July 21, 2015 (Original Lease and the aforementioned amendments, collectively ("Lease").

d. **Premises:** The real property and associated rights leased to Lessee as set forth in the Original Lease, such real property having an address of:

3917 233rd Ave. N.W.
St. Francis, MN

Any capitalized term used in this Third Amendment which is not defined in this Third Amendment will have the meaning ascribed to such term in the Lease.

2. **Exercise of Renewal Option and Extended Term**. The parties acknowledge that pursuant to Section 4 of the above referenced Second Amendment to Lease Agreement, Lessee timely exercised its option to renew the Lease for 5 years via that certain letter from Lessee to Lessor dated April 15, 2019, such 5 year period commencing on November 1, 2019 and expiring October 31, 2024 ("Extended Term"). All references in the Lease or this Third Amendment to "Term" or "term" and the like as the time period in which the Lease is in effect will mean and include the Extended Term and any Renewal Term (as defined in Section 4) as the context requires.

3. **Extended Term Rent**.

Rent will be due and payable on November 1 of each year during the Extended Term and any Renewal Term. During the first 12-month period of the Extended Term, Lessee will pay annual rent in the amount of $4,500.00. Thereafter, annual rent will increase by 3% on November 1 of each year during the Extended Term.

The parties acknowledge and agree that Lessee owes an additional $______ in rent for the first 12- month period of the Extended Term. Lessee will pay Lessor this additional amount within 30 days of the Effective Date of this Third Amendment.

4. **Option to Renew**.

a. Upon the expiration of the Extended Term, Lessee may renew the Lease for two (2) additional successive periods of five (5) years each (each such 5 year period, a "Renewal Term"), subject to the further provisions of this Section 4. Lessee must exercise its option with respect to the first Renewal Term, if at all, by giving written notice of exercise to Lessor on or before June 30, 2024, and Lessee must exercise its option with respect to the second Renewal Term, if at all, by giving written notice of exercise to Lessor on or before June 30, 2029 (each such notice, a "Lessee's Notice").

b. During a Renewal Term, the Lease will continue in effect upon the same terms and conditions as are in effect immediately prior to the commencement of the Renewal Term, except for annual rent. During a Renewal Term, annual rent for the first year of the relevant Renewal Term will be the annual rent in effect immediately prior to the commencement of the Renewal Term increased by 3 %, and thereafter, annual rent will increase by 3% each year on November 1 during the Renewal Term.

c. Lessee will have no right to renew the Lease pursuant to this Section 4 if Lessee's Notice is not timely delivered or if there is a default under the Lease which remains uncured beyond any applicable notice and cure period at the time Lessee's Notice is delivered. All of Lessee's rights to renew the Lease are contained in this Section 4, and any such rights contained in the Lease are of no further force and effect.

5. **Early Termination Option.** Lessee may terminate the Lease at any point on or after November 1, 2020 ("Termination Date") by providing written notice of its exercise of termination to Lessor at least six (6) months prior to the Termination Date.

6. **Notice Address**. Notwithstanding any provision to the contrary contained in the Lease, the addresses for providing notice and other communications to Lessee under the Lease will be as follows:

CenturyLink
1025 Eldorado Blvd.
Building 3000
Broomfield, Colorado 80021-8254
Attn: Vice President of Real Estate
Lease ID: MNRE0028A

With a copy at the same time and in the same manner to:

Cushman & Wakefield
8390 East Crescent Parkway, Suite 450
Greenwood Village, CO 80111
Attn: CenturyLink Lease Administration
Lease ID: MNRE0028A

7. **Assignment and Subletting**. Notwithstanding any provision to the contrary contained in the Lease, Lessee will have the right to sublet the Premises or assign the Lease without Lessor's consent to any Lessee Affiliate (as defined below). Any such sublessee or assignee will have a similar right to sublet the Premises or assign the Lease without Lessor's consent to any Lessee Affiliate of its own. Lessee will notify Lessor of each such assignment or subletting within forty-five (45) days following the effective date of the transaction. As used in this Section 7, "Lessee's Affiliate" means: (i) any entity that controls, is controlled by or is under common control with Lessee; (ii) any person or entity that purchases all or substantially all of Lessee's assets located in St. Francis, MN; (iii) any person or entity that acquires a majority of the equity interests in Lessee or a direct or indirect parent company of Lessee; and (iv) any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Lessee or a direct or indirect parent company of Lessee.

8. **Notice of Cancellation**. With respect to any insurance policy required to be maintained by Lessee under the terms of the Lease, notice of cancellation of such policy will be provided to Lessor and any other party entitled to such notice in accordance with the policy provisions.

9. **Brokers**. Each party represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment, except for Avison Young and Newmark Knight Frank together representing Lessee (collectively, "Broker"), and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. Lessee will pay Broker a commission in connection with the execution of this Third Amendment pursuant to a separate written agreement between Lessee and Broker. Each party will indemnify and defend the other party against, and hold the other party harmless from, any claims, demands, losses, liabilities, lawsuits, judgments and costs and expenses (including reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing in connection with this Third Amendment on account of the indemnifying party's dealings with any real estate broker or agent (other than Broker).

10. **Lessor Default/Lessee Remedies**. If Lessor fails to perform any of its obligations under the Lease within thirty (30) days after Lessor's receipt of written notice of such non-performance from Lessee, then Lessor will be deemed to be in default under the Lease (any such default being a "Lessor Default"). However, no Lessor Default will be deemed to have occurred if the non-performance of any such obligation cannot reasonably be cured within such 30-day period, but Lessor commences to cure such non-performance within such 30-day period and thereafter diligently prosecutes it to completion. In the event of a Lessor Default, Lessee will have the right to terminate the Lease, seek money damages or injunctive relief (including specific performance),

and otherwise resort to all remedies available to it under the Lease, at law or in equity. Lessee's remedies for a Lessor Default are cumulative, and resort to one will not preclude resort to another.

11. **Counterparts; Facsimile and Electronic Mail Signatures**. This Third Amendment may be signed in one or more identical counterparts, which together will constitute the same agreement. Signatures that are faxed, photocopied, or electronically stored or transmitted will be deemed to be originals, and both parties will accept to be bound by such signatures.

12. **Confirmation of Lease**. In the event of a conflict between the terms and conditions of the Lease and those of this Third Amendment, the terms and conditions of this Third Amendment will control. In all other respects, Lessor and Lessee confirm and ratify the terms and conditions of the Lease, as amended by this Third Amendment.

Lessor and Lessee have entered into this Third Amendment as of the Effective Date.

LESSOR:	**LESSEE**:
City of Saint Francis	**Qwest Corporation,** **a Colorado corporation** **d/b/a Century Link QC**
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Signature Date:	Signature Date:

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 D

TO: Mayor & City Council

FROM: Dave Schmidt, Fire Chief

SUBJECT: **Accept the Resignation of Firefighter Albert Garza**

DATE: 08-03-2020

OVERVIEW:

Effective 07-22-2020, Firefighter Albert Garza has tendered his resignation from the St. Francis Fire Department. Firefighter Garza first joined the organization on 04-1-2018. Firefighter Garza served the citizens and community with pride and honor and will be missed by all.

Action to be considered:
Motion to accept the resignation of Firefighter Albert Garza.

From: Albert Garza <albertgarza535@gmail.com>
Sent: Tuesday, July 21, 2020 21:22
To: David Schmidt <DSchmidt@stfrancismn.org>
Subject:

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

To: the Saint Francis fire department:
Chief Dave Schmidt, Chief Joe Lowrance, and all my brothers and sisters with in the fire department.
To: the city council members and mayor.

It is with a heavy heart that I am announcing my resignation from the Saint Francis fire department.
Effective July 22 2020.

My life path has taken a turn in another direction and I hop that one day I may be able to return with open arms to a department I am honored to call home.
Please accept this written letter as an advance notice of my intent.
Thank you to the wonderful city of Saint Francis for letting me have the honor of serving such a wonderful community.

Sincerely: ***Albert Garza Jr.***

City of St. Francis

City Council
AGENDA REPORT
Agenda Item #
4 E

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Rental License Approval

DATE: August 3, 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):

- 22835 Rum River Blvd

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 F

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

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

DATE: 07-30-2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $193,259.24 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments - $1,118,722.15
Direct Transfer from Previous Month-None
Manual Checks- none

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 08-03-2020 Packet List
- 08-03-2020 Other Checks

CITY OF ST FRANCIS

*Claim Register©

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Claim Type

Claim# 7193 *AASE, BRENT & REBECCA*

Cash Payment	G 803-22000 Deposits	ESC REF-3301 235TH LANE NW			$250.00
Invoice .0720					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	**Total**	$250.00

Claim Type

Claim# 7267 *ANOKA COUNTY TREASURY DEPT*

Cash Payment	E 101-42110-311 Contract	2ND QUART 2020 STATE ACCESS			$180.00
Invoice AR015985					
Cash Payment	E 101-42110-321 Telephone	AUG 2020 CAC FIBER			$225.00
Invoice B200715P					
Transaction Date	7/30/2020	Due 7/30/2020 CASH	10100	**Total**	$405.00

Claim Type

Claim# 7268 *ASPEN MILLS*

Cash Payment	E 101-42110-437 Uniform Allowance	UNIFORM - GREENE			$46.98
Invoice 259350					
Transaction Date	7/30/2020	Due 7/30/2020 CASH	10100	**Total**	$46.98

Claim Type

Claim# 7252 *BANYON DATA SYSTEMS, INC*

Cash Payment	E 101-41540-301 Auditing and Acct g Servic	FUND SUPPORT			$468.00
Invoice 00160563					
Cash Payment	E 601-49440-301 Auditing and Acct g Servic	FUND SUPPORT			$78.00
Invoice 00160563					
Cash Payment	E 602-49490-301 Auditing and Acct g Servic	FUND SUPPORT			$78.00
Invoice 00160563					
Cash Payment	E 609-49750-301 Auditing and Acct g Servic	FUND SUPPORT			$156.00
Invoice 00160563					
Transaction Date	7/29/2020	Due 7/29/2020 CASH	10100	**Total**	$780.00

Claim Type

Claim# 7250 *BAUER BUILT INC.*

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	FIREHAWK			$656.90
Invoice 940068206					
Transaction Date	7/29/2020	Due 7/29/2020 CASH	10100	**Total**	$656.90

Claim Type

Claim# 7174 *BELLBOY CORPORATION*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$24.80
Invoice 0084889000					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$4.84
Invoice 0101668600					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$6.20
Invoice 0084886700					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			$153.00
Invoice 0101668600					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			$1,988.50
Invoice 0084889000					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	**Total**	$2,177.34

Claim Type

Claim# 7184 *BERNICK COMPANIES, THE*

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			$13.80
Invoice 105250					

CITY OF ST FRANCIS

*Claim Register©

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Cash Payment	E 609-49751-252 Beer For Resale	BEER				$374.80
Invoice 107819						
Cash Payment	E 609-49751-252 Beer For Resale	BEER				$88.00
Invoice 105251						
Cash Payment	E 609-49751-255 N/A Products	N/A				$18.95
Invoice 105251						
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100		Total	$495.55

Claim Type

Claim# 7171 *BGS (BARNA GUZY)*

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	LAKETOWN HOMES LLC				$364.00
Invoice 219417						
Cash Payment	E 101-41600-304 Civil Legal Fees	PETITION FOR CERTIFICATE OF POSSESSORY TITLE				$84.00
Invoice 219416						
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100		Total	$448.00

Claim Type

Claim# 7211 *BREAKTHRU BEVERAGE*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				$59.95
Invoice 1081159049						
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				$9.49
Invoice 1081156192						
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				$3,096.54
Invoice 1081159049						
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				$375.45
Invoice 1081156192						
Cash Payment	E 609-49751-253 Wine For Resale	WINE				$368.00
Invoice 1081159049						
Cash Payment	E 609-49751-253 Wine For Resale	WINE				$182.70
Invoice 1081156192						
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.				$37.60
Invoice 1081159049						
Transaction Date	7/27/2020	Due 7/27/2020 CASH	10100		Total	$4,129.73

Claim Type

Claim# 7189 *C&C MAGNET*

Cash Payment	E 609-49750-340 Advertising	AD STANDARD				$355.00
Invoice 3990						
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100		Total	$355.00

Claim Type

Claim# 7213 *CINTAS*

Cash Payment	E 609-49750-219 Rug Maintenance	RUG MAINTENANCE				$11.26
Invoice 4056410593						
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	RUG MAINTENANCE				$23.04
Invoice 4056410614						
Transaction Date	7/27/2020	Due 7/27/2020 CASH	10100		Total	$34.30

Claim Type

Claim# 7235 *CITY EMPLOYEES UNION, LOCAL*

Cash Payment	G 101-21707 Union Dues	UNION DUES				$47.00
Invoice .0820						
Transaction Date	7/28/2020	Due 7/28/2020 CASH	10100		Total	$47.00

CITY OF ST FRANCIS

*Claim Register©

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Claim Type
Claim# 7233 *COLONIAL INSURANCE*
Cash Payment G 101-21712 Colonial Insurance AUGUST INSURANCE $415.13
Invoice 7129661-0805767
Transaction Date 7/28/2020 Due 7/28/2020 CASH 10100 **Total** $415.13

Claim Type
Claim# 7229 *CORE & MAIN*
Cash Payment E 601-49440-229 Project Repair & Maintena PARTS $3,788.64
Invoice M372001
Transaction Date 7/28/2020 Due 7/28/2020 CASH 10100 **Total** $3,788.64

Claim Type
Claim# 7206 *CRYSTAL SPRINGS ICE*
Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $207.36
Invoice 002.B009982
Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC $130.66
Invoice 002.B009945
Transaction Date 7/27/2020 Due 7/27/2020 CASH 10100 **Total** $338.02

Claim Type
Claim# 7158 *DAHLHEIMER DIST. CO. INC.*
Cash Payment E 609-49751-252 Beer For Resale BEER $13,048.90
Invoice 444-03418
Cash Payment E 609-49751-252 Beer For Resale BEER $20,071.15
Invoice 444-03435
Cash Payment E 609-49751-252 Beer For Resale BEER $460.50
Invoice 444-03437
Cash Payment E 609-49751-255 N/A Products N/A $55.90
Invoice 444-03435
Cash Payment E 609-49751-255 N/A Products N/A $123.00
Invoice 444-03418
Transaction Date 7/23/2020 Due 7/23/2020 CASH 10100 **Total** $33,759.45

Claim Type
Claim# 7232 *DAVE PERKINS CONTRACTING*
Cash Payment E 601-49440-229 Project Repair & Maintena SERVICE REPAIR $2,050.00
Invoice 27347
Transaction Date 7/28/2020 Due 7/28/2020 CASH 10100 **Total** $2,050.00

Claim Type
Claim# 7223 *DELL MARKETING L.P.*
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $863.24
Invoice 10408941478
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $1,039.91
Invoice 10408941988
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $1,039.91
Invoice 10408941970
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $1,039.91
Invoice 10408941996
Transaction Date 7/27/2020 Due 7/27/2020 CASH 10100 **Total** $3,982.97

Claim Type
Claim# 7177 *DUSTY S DRAIN CLEANING*
Cash Payment E 601-49440-259 Water Meters METER REPAIRS $235.00
Invoice 10504

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Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	**Total**	$235.00

Claim Type

Claim# 7216 *ECM PUBLISHERS, INC.*

Cash Payment	E 101-41400-351 Legal Notices Publishing	AUGUST 3 CIP PLAN - PH	$75.25
Invoice 786528			
Cash Payment	E 101-42110-441 Miscellaneous	FORFEITURE VEHICLE SALE	$37.63
Invoice 785539			

Transaction Date	7/27/2020	Due 7/27/2020	CASH	10100	**Total**	$112.88

Claim Type

Claim# 7195 *EHLERS & ASSOCIATES*

Cash Payment	E 101-41540-301 Auditing and Acct g Servic	CONTINUING DISCLOSURE FEE	$3,875.00
Invoice 83840			

Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	**Total**	$3,875.00

Claim Type

Claim# 7192 *EMERGENCY APARATUS MAINTE*

Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	NFPA PUMP TEST	$461.56
Invoice 113034			

Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	**Total**	$461.56

Claim Type

Claim# 7225 *FERGUSON WATERWORKS*

Cash Payment	E 601-49440-259 Water Meters	WATER METERS	$117.44
Invoice			

Transaction Date	7/28/2020	Due 7/28/2020	CASH	10100	**Total**	$117.44

Claim Type

Claim# 7224 *GRAINGER, INC.*

Cash Payment	E 602-49490-229 Project Repair & Maintena	STEEL DECKING	$559.30
Invoice 9594623168			

Transaction Date	7/28/2020	Due 7/28/2020	CASH	10100	**Total**	$559.30

Claim Type

Claim# 7215 *GRANITE CITY JOBBING CO.*

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.	-$35.97
Invoice 189081			
Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO	-$89.07
Invoice 191269			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$4.25
Invoice 192816			
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.	$87.74
Invoice 192816			
Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO	$3,483.40
Invoice 192816			

Transaction Date	7/27/2020	Due 7/27/2020	CASH	10100	**Total**	$3,450.35

Claim Type

Claim# 7244 *HAKANSON ANDERSON ASSOC., I*

Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET RECONSTRUCTION AND WATERMAIN IMPROVEMENT PROJECT	$2,306.63
Invoice 44263			
Cash Payment	E 601-49440-303 Engineering Fees	2020 UTILITY PERMIT REVIEWS	$463.50
Invoice 44268			

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Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	TURTLE PONDS 5TH ADDITION	$222.50
Invoice 44262			
Cash Payment	E 101-43100-303 Engineering Fees	2020 GENERAL ENGINEERING	$535.00
Invoice 44265			
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET REHABILITATION PROJECT FOR CITY OF ST FRANCIS	$159.88
Invoice 44264			
Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER	$133.33
Invoice			
Cash Payment	E 101-41910-303 Engineering Fees	EAST SHOP SITE	$1,166.00
Invoice 44258			
Cash Payment	E 101-43100-303 Engineering Fees	PART OF BLOCK, VILLAGE OF ST FRANCIS	$5,036.25
Invoice 44259			
Cash Payment	E 609-49750-441 Miscellaneous	LOT 1, BLOCK 1, CROWN ADDITION	$839.00
Invoice 44260			
Cash Payment	E 101-42400-303 Engineering Fees	2020 BUILDING PERMIT REVIEWS	$240.00
Invoice 44267			
Cash Payment	E 101-41910-303 Engineering Fees	MISC SITE PLAN REVIEWS FOR THE CITY OF ST FRANCIS	$2,935.00
Invoice 44261			
Cash Payment	E 602-49490-303 Engineering Fees	ROUTINE RETAINER	$133.33
Invoice			
Cash Payment	E 601-49440-303 Engineering Fees	ROUTINE RETAINER	$133.33
Invoice			
Cash Payment	E 101-45200-303 Engineering Fees	ROUTINE RETAINER	$133.33
Invoice			
Cash Payment	E 101-43100-101 Full-Time Salaries	ROUTINE RETAINER	$133.34
Invoice			
Cash Payment	E 101-41910-303 Engineering Fees	ROUTINE RETAINER	$133.34
Invoice			

Transaction Date 7/29/2020 Due 7/29/2020 CASH 10100 **Total** $14,703.76

Claim Type

Claim# 7228 *HAWKINS, INC.*

Cash Payment	E 602-49490-216 Chemicals and Chem Prod	CHLORIDE	$2,607.94
Invoice 4752864			
Cash Payment	E 601-49440-216 Chemicals and Chem Prod	CHLORINE	$4,169.09
Invoice 4752865			

Transaction Date 7/28/2020 Due 7/28/2020 CASH 10100 **Total** $6,777.03

Claim Type

Claim# 7181 *HOISINGTON KOEGLER GROUP, I*

Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING	$956.25
Invoice 018-041-22			
Cash Payment	E 101-43100-311 Contract	PUBLIC WORKS (SIWEK PARK)	$100.00
Invoice 018-041-22			
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	ESC-LAKETWON HOMES (RIVERS EDGE)	$535.00
Invoice 018-041-22			
Cash Payment	G 803-22145 ESC-School-SITE PLAN	SCHOOL DISTRICT	$168.75
Invoice 018-041-22			
Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	ESC-SCHULTE SUBDIVISION (TURTLE PONDS)	$37.50
Invoice 018-041-22			
Cash Payment	G 803-22172 NACRE-LAND SPLIT (LAMINA	WESTMAN, NACRE LOT SPLIT	$75.00
Invoice 018-041-22			

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*Claim Register©

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Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	Total	$1,872.50

Claim Type

Claim# 7166 *JOHNSON BROS WHLSE LIQUOR*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$21.98
Invoice 1600113			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$34.54
Invoice 1604911			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$42.38
Invoice 1600112			
Cash Payment	E 609-49751-252 Beer For Resale	BEER	$210.00
Invoice 1600114			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	$17.27
Invoice 1604912			
Cash Payment	E 609-49751-253 Wine For Resale	WINE	$709.45
Invoice 1604912			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	$3,509.14
Invoice 1600112			
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	$2,485.00
Invoice 1604911			
Cash Payment	E 609-49751-253 Wine For Resale	WINE	$667.50
Invoice 1600113			

Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	Total	$7,697.26

Claim Type

Claim# 7259 *KIMS KLEANING*

Cash Payment	E 101-41940-402 Janitorial Service	CITY HALL	$240.00
Invoice 6792			
Cash Payment	E 101-45200-402 Janitorial Service	COMMUNITY CENTER	$80.00
Invoice 6793			
Cash Payment	E 101-42210-402 Janitorial Service	FIRE DEPT	$75.00
Invoice 6798			
Cash Payment	E 602-49490-402 Janitorial Service	WASTE WATER PLANT	$275.00
Invoice 6797			
Cash Payment	E 601-49440-402 Janitorial Service	WATER TREATMENT PLANT	$160.00
Invoice 6795			
Cash Payment	E 101-42110-402 Janitorial Service	POLICE DEPARTMENT	$900.00
Invoice 6796			
Cash Payment	E 101-43100-402 Janitorial Service	CLEANING	$225.00
Invoice 6794			
Cash Payment	E 101-45200-402 Janitorial Service	CLEANING	$225.00
Invoice 6794			
Cash Payment	E 601-49440-402 Janitorial Service	CLEANING	$225.00
Invoice 6794			
Cash Payment	E 602-49490-402 Janitorial Service	CLEANING	$225.00
Invoice 6794			

Transaction Date	7/30/2020	Due 7/30/2020	CASH	10100	Total	$2,630.00

Claim Type

Claim# 7236 *LAW ENFORCEMENT LABOR SVC*

Cash Payment	G 101-21707 Union Dues	UNION DUES	$496.00
Invoice .0820			
Cash Payment	G 101-21707 Union Dues	UNION DUES	$62.00
Invoice .082020			

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*Claim Register©

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Transaction Date	7/28/2020	Due 7/28/2020	CASH	10100	**Total**	$558.00

Claim Type

Claim# 7167 *MCDONALD DIST CO.*

Cash Payment	E 609-49751-252 Beer For Resale	BEER	$13,632.85
Invoice 543116			
Cash Payment	E 609-49751-252 Beer For Resale	BEER	$5,451.80
Invoice 544023			
Cash Payment	E 609-49751-252 Beer For Resale	BEER	-$19.00
Invoice 240-00400			
Cash Payment	E 609-49751-252 Beer For Resale	BEER	-$30.00
Invoice 240-00406			
Cash Payment	E 609-49751-252 Beer For Resale	BEER	-$89.00
Invoice 544060			
Cash Payment	E 609-49751-252 Beer For Resale	BEER	-$296.80
Invoice 544140			
Cash Payment	E 609-49751-255 N/A Products	N/A	$81.25
Invoice 544023			
Cash Payment	E 609-49751-255 N/A Products	N/A	$134.20
Invoice 543116			

Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	**Total**	$18,865.30

Claim Type

Claim# 7234 *MESERB*

Cash Payment	E 602-49490-303 Engineering Fees	2021 MEMBERSHIP ASSESSMENT	$1,548.00
Invoice .072020			

Transaction Date	7/28/2020	Due 7/28/2020	CASH	10100	**Total**	$1,548.00

Claim Type

Claim# 7180 *METRO SALES, INC.*

Cash Payment	E 101-41400-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 101-42400-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 101-42110-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 101-43100-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 101-45200-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 601-49440-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 602-49490-200 Office Supplies	COPIES	$39.39
Invoice INV1627650			
Cash Payment	E 609-49750-200 Office Supplies	COPIES	$39.37
Invoice INV1627650			

Transaction Date	7/23/2020	Due 7/23/2020	CASH	10100	**Total**	$315.10

Claim Type

Claim# 7253 *MN DEPT OF TRANSPORTATION*

Cash Payment	E 101-43100-303 Engineering Fees	MATERIAL TESTING AND INSPECTION	$1,099.33
Invoice P00011890			

Transaction Date	7/30/2020	Due 7/30/2020	CASH	10100	**Total**	$1,099.33

CITY OF ST FRANCIS

*Claim Register©

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August 2020

Claim Type

Claim# 7179 *MN NCPERS LIFE INSURANCE*

Cash Payment	G 101-21713 MN Life	AUGUST			$80.00
Invoice 733400082020					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	Total	$80.00

Claim Type

Claim# 7175 *M-R SIGN COMPANY, INC.*

Cash Payment	E 101-43100-226 Sign Repair Materials	SIGNS			$1,002.96
Invoice 208848					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	Total	$1,002.96

Claim Type

Claim# 7176 *MY ALARM CENTER*

Cash Payment	E 609-49750-445 Security	LIQUOR STORE ALARM			$39.15
Invoice 14133218					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	Total	$39.15

Claim Type

Claim# 7194 *OPG 3 INC*

Cash Payment	E 402-41400-560 Computers	CANON SCANNER			$3,040.00
Invoice 4253					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	Total	$3,040.00

Claim Type

Claim# 7200 *PHILLIPS WINE & SPIRITS CO.*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$44.75
Invoice 6065618					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$53.37
Invoice 6062271					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$1.57
Invoice 6065620					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$26.68
Invoice 6062272					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			$23.55
Invoice 6065619					
Cash Payment	E 609-49751-253 Wine For Resale	WINE			$708.00
Invoice 6062272					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			$2,734.44
Invoice 6062271					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.			$49.50
Invoice 6065620					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			$3,333.50
Invoice 6065618					
Cash Payment	E 609-49751-253 Wine For Resale	WINE			$651.75
Invoice 6065619					
Transaction Date	7/27/2020	Due 7/27/2020 CASH	10100	Total	$7,627.11

Claim Type

Claim# 7191 *POSTMASTER - ST. FRANCIS*

Cash Payment	E 101-41400-322 Postage	PERMIT FEE - PI 8			$240.00
Invoice .0820					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	Total	$240.00

Claim Type

Claim# 7266 *RICCAR HEATING*

Cash Payment E 101-41940-401 Repairs/Maint Buildings MAINTENANCE $265.00
Invoice 2020-1695
Transaction Date 7/30/2020 Due 7/30/2020 CASH 10100 **Total** $265.00

Claim Type
Claim# 7188 *ROSEVILLE, CITY OF*
Cash Payment E 102-42110-217 Other Operating Supplies REMOTE DESKTOP USER ACCESS $375.00
Invoice 0229238
Transaction Date 7/23/2020 Due 7/23/2020 CASH 10100 **Total** $375.00

Claim Type
Claim# 7258 *SANTANDER BANK N.A.*
Cash Payment G 601-23000 Bonds Payable - Current LEASE PAYMENT #2 $26,158.98
Invoice 2502403
Cash Payment E 601-47000-611 Bond Interest LEASE PAYMENT #2 $10,898.89
Invoice 2502403
Transaction Date 7/30/2020 Due 7/30/2020 CASH 10100 **Total** $37,057.87

Claim Type
Claim# 7219 *SHI INTERNATIONAL CORP*
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $365.00
Invoice B11998887
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $365.00
Invoice B11999349
Cash Payment E 102-42110-217 Other Operating Supplies COMPUTER $365.00
Invoice B11998903
Transaction Date 7/27/2020 Due 7/27/2020 CASH 10100 **Total** $1,095.00

Claim Type
Claim# 7186 *SOUTHERN GLAZERS OF MN*
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $6.40
Invoice 1973074
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $12.91
Invoice 1973073
Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT $29.86
Invoice 1975606
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $2,323.70
Invoice 1973073
Cash Payment E 609-49751-253 Wine For Resale WINE $480.00
Invoice 1973074
Cash Payment E 609-49751-251 Liquor For Resale LIQUOR $2,039.50
Invoice 1975606
Transaction Date 7/23/2020 Due 7/23/2020 CASH 10100 **Total** $4,892.37

Claim Type
Claim# 7251 *STARWALT, JAMES & JANA*
Cash Payment G 803-22000 Deposits ESCROW REF-3438 236TH LANE NW $250.00
Invoice .0820
Transaction Date 7/29/2020 Due 7/29/2020 CASH 10100 **Total** $250.00

Claim Type
Claim# 7269 *STREICHER S*
Cash Payment E 208-42110-441 Miscellaneous SHIELDS $422.50
Invoice I1442882
Transaction Date 7/30/2020 Due 7/30/2020 CASH 10100 **Total** $422.50

CITY OF ST FRANCIS

*Claim Register©

AP 08-03-2020

August 2020

Claim Type

Claim# 7178 *SUN LIFE FINANCIAL*

Cash Payment E 101-41400-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$286.39
Cash Payment E 101-41500-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$150.73
Cash Payment E 101-41910-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$81.67
Cash Payment E 101-42110-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$970.24
Cash Payment E 101-42210-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$74.21
Cash Payment E 101-42400-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$75.20
Cash Payment E 101-43100-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$175.98
Cash Payment E 101-43210-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$39.10
Cash Payment E 101-45200-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$175.98
Cash Payment E 601-49440-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$129.35
Cash Payment E 602-49490-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$129.34
Cash Payment E 609-49750-130 Employer Paid Insurance Invoice .0820	AUGUST INSURANCE		$140.93
Transaction Date 7/23/2020 Due 7/23/2020 CASH	10100	**Total**	$2,429.12

Claim Type

Claim# 7208 *TH CONSTRUCTION*

Cash Payment G 803-22000 Deposits Invoice .072020	ESCROW REF-23967 NORWAY STREET NE		$8,750.00
Transaction Date 7/27/2020 Due 7/27/2020 CASH	10100	**Total**	$8,750.00

Claim Type

Claim# 7160 *THE AMERICAN BOTTLING COMP*

Cash Payment E 609-49751-254 Miscellaneous Merchandis Invoice 3562316527	MISC		$446.50
Transaction Date 7/23/2020 Due 7/23/2020 CASH	10100	**Total**	$446.50

Claim Type

Claim# 7254 *TJ ASSOCIATES*

Cash Payment E 102-42110-217 Other Operating Supplies Invoice 234033	MASK REQUIRMENT POSTERS		$7.47
Cash Payment E 102-42110-217 Other Operating Supplies Invoice 234013	COUNTER BARRIERS		$1,080.00
Cash Payment E 102-42110-217 Other Operating Supplies Invoice 234059	COUNTER BARRIER		$105.65
Cash Payment E 102-42110-217 Other Operating Supplies Invoice 234015	SCRATCHED BARRIERS		-$34.28
Cash Payment E 101-43210-441 Miscellaneous Invoice 234000	UNIFORMS		$40.00
Transaction Date 7/30/2020 Due 7/30/2020 CASH	10100	**Total**	$1,198.84

CITY OF ST FRANCIS

*Claim Register©

AP 08-03-2020

August 2020

Claim Type

Claim# 7169 *TWIN CITIES FLAG SOURCE, INC*

Cash Payment	E 101-45200-217 Other Operating Supplies	STREET BANNER REPAIR			$22.00
Invoice 34136					
Transaction Date	7/23/2020	Due 7/23/2020 CASH	10100	**Total**	$22.00

Claim Type

Claim# 7231 *W W GOETSCH*

Cash Payment	E 602-49490-229 Project Repair & Maintena	SWEAGE PUMP			$4,988.00
Invoice 104367					
Transaction Date	7/28/2020	Due 7/28/2020 CASH	10100	**Total**	$4,988.00

Pre-Written Checks	$0.00
Checks to be Generated by the Compute	$193,259.24
Total	$193,259.24

CITY OF ST. FRANCIS
8/3/2020

Checks cut since last Council Meeting

Check Number	Check Date	Payee	Description	Amount
		TOTAL		0.00

Disbursements via Debits to 4M Account

Payee	Description	Amount
MN PFA	Water & WWTP Bond Payments	1,118,722.15
TOTAL		1,118,722.15

Disbursements via Debits to Checking Account

Payee	Description	Amount
TOTAL		0.00

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
7 A

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

SUBJECT: **CIP 2021-2025 Hearing and Approval**

DATE: 07/29/2020

OVERVIEW:

Each year the city must approve the CIP for the next 5 years by August 15th. The proposed CIP was put out on the website back in June. It can be found under departments-finance-documents. It is 2021-2025 Capital Improvement Plan-Proposed.

Funding for the capital equipment is coming from transfers from Water and Sewer of $10,000 each per year and for 2020, $250,000 from the general tax levy.

ACTION TO BE CONSIDERED:

Council needs to have the public hearing on the CIP for 2021-2025. After the hearing has been concluded, the 2021-2025 Capital Improvement Plan would need to be approved.

BUDGET IMPLICATION:

Capital equipment purchases will be added to the budget in the year they are to be purchased. Other projects will need to be brought to council when the project is scheduled to move forward.

Hoisington Koegler Group Inc.

Creating Places that Enrich People's Lives

CITY COUNCIL REPORT

TO:	City of St. Francis City Council
FROM:	Beth Richmond, Consulting Planner
DATE:	July 29, 2020
SUBJECT:	Subdivision Request
APPLICANT:	Kimberly Westman
LOCATION:	XXXX Nacre Street (PID #33-34-25-14-0002)
MEETING DATE:	August 3, 2020
COMP PLAN:	Agricultural
ZONING:	A-2 Rural Estate Agriculture

OVERVIEW

Kimberly Westman has submitted an application to subdivide a 33-acre parcel along Nacre Street south of Hill and Dale Drive NW into two parcels. The property is currently used for farming and open space. The proposed resultant parcels will be 11.05 and 23.47 acres in area, respectively. The proposed parcels meet all requirements found within the City's zoning and subdivision codes and are consistent with the City's Comprehensive Plan.

PLANNING COMMISSION

The Planning Commission reviewed the request at their May 7th meeting. Aside from the applicant, no members of the public attended the public hearing.

Planning Commissioners discussed the park dedication fee associated with the subdivision as well as the subdivision process for this request, since conveyance by metes and bounds is a slightly different process than subdivision by preliminary and final plat. Following the public hearing and discussion, the Planning Commission unanimously recommended approval of the request. Given Planning Commission and Staff recommendation for approval of the request, a draft resolution has been prepared for your consideration.

SUGGESTED MOTION

1. Move to approve Resolution 2020-30 approving the metes and bounds subdivision of the 33-acre parcel to create two lots with conditions and findings of fact as presented by Staff.

ATTACHMENTS

- Draft Resolution
- July 15, 2020 Planning Packet

Hoisington Koegler Group Inc.
123 North Third Street, Suite 100
Minneapolis, Minnesota 55401
(612) 338-0800 Fax (612) 338-6838 www.hkgi.com

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

RESOLUTION 2020-30

A RESOLUTION APPROVING A METES AND BOUNDS SUBDIVISION TO SPLIT THE PROPERTY AT XXXX NACRE STREET NW INTO TWO PARCELS

WHEREAS, the applicant, Kimberly Westman, has requested a metes and bounds subdivision to split the 33-acre property into two parcels; and

WHEREAS, the property is legally described as:

> The Southeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 25, Anoka County, Minnesota, EXCEPT the South Half of the Southeast Quarter of said Southeast Quarter of the Northeast Quarter; and

WHEREAS, the property is described as PID 35-34-25-22-0003; and

WHEREAS, on July 15, 2020, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on July 15, 2020, the Planning Commission unanimously recommended approval of the requested subdivision; and

WHEREAS, the City Council of the City of St. Francis, on August 3, 2020, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested subdivision to split the property at XXXX Nacre Street NW into two based on the following findings of fact:

1. The proposed subdivision is consistent with the City's Comprehensive Plan.
2. The proposed subdivision is consistent with the City's Zoning and Subdivision Ordinances.
3. Both proposed parcels are greater than ten acres in area and have more than 300 feet of frontage along a public roadway.

BE IT FURTHER RESOLVED that approval of the subdivision at 6032 Ambassador Blvd NW shall be subject to the following conditions:

1. Applicant shall revise survey and legal description to dedicate necessary ROW as an easement to City.
2. Two ISTS systems shall be shown on each parcel according to the geotechnical reports completed.
3. The applicant shall provide proof of ownership for the property.
4. Park dedication requirements shall be resolved in accordance with City standards.
5. Reference monuments shall be placed in the subdivision as required by state law.
6. The applicant is responsible for all fees related to the review of this application.
7. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.
8. The applicant shall record the subdivision documents with the County Recorder within 90 days after the date of approval and provide a signed copy verifying County recording to the City.

Approved and adopted by the City Council of the City of St. Francis on the 3rd day of August, 2020.

____
Steven D. Feldman, Mayor

____
Attest: Barbara I. Held, City Clerk

____
Dated

Hoisington Koegler Group Inc.

Creating Places that Enrich People's Lives

PLANNING REPORT

TO:	City of St. Francis Planning Commission
FROM:	Beth Richmond, Consulting Planner
DATE:	July 7, 2020
SUBJECT:	Subdivision Request
APPLICANT:	Kimberly Westman
LOCATION:	XXXX Nacre Street (PID #33-34-25-14-0002)
MEETING DATE:	July 15, 2020
COMP PLAN:	Agricultural
ZONING:	A-2 Rural Estate Agriculture

OVERVIEW

Kimberly Westman has submitted an application to subdivide a 33-acre parcel along Nacre Street south of Hill and Dale Drive NW into two parcels. The property is currently used for farming and open space. There are no existing structures on the site.

REVIEW PROCEDURE

Pursuant to Minnesota State Statutes Section 462.358, local government agencies are required to approve or deny subdivision requests within 120 days. The 120-day timeline for the proposed subdivision expires on October 6, 2020.

Public Hearing

City Code Section 11-06-5 requires that a public hearing for review of the subdivision application be held by the Planning Commission. The public hearing notice was published in the Anoka County Union Herald on July 3, 2020 and posted on the City Hall bulletin board on July 2, 2020. The public hearing notice was mailed to all affected property owners located within 350 feet of the subject property on July 1, 2020.

SUBDIVISION REVIEW

Land Use Analysis

The site is guided Agricultural by the Comprehensive Plan. This designation protects the City's working agricultural lands and natural resources. Lands may develop within the Agricultural land use category following rural principles and rural densities (not more than 1 unit per 10 acre). With a density of 2 units per 33 acres and plans to provide on-site water and septic systems, the proposed subdivision meets both the intent and purpose of the Agricultural designation.

This property is zoned A-2 Rural Estate Agriculture which allows farming and single-family detached dwellings as permitted uses. The applicant is proposing to create a single family home on the north parcel (Parcel A) while leaving Parcel B vacant. In the future, Parcel B could develop as a single-family residence. The proposed subdivision meets the requirements of this zoning district, as shown below:

	A-2 Required	**Proposed – Parcel A**	**Proposed – Parcel B**
Min. Lot Area	10 acres buildable	10.0 acres buildable	13.9 acres buildable
Min. Lot Width	300 ft.	330 ft.	647 ft.

Conveyance by Metes and Bounds

Section 11-03-4 of the City's Code allows large parcels to be subdivided by metes and bounds in the case of a "subdivision creating no more than one new lot and both resulting lots are 10 acres or greater in size with three hundred feet or more of street frontage." The proposed subdivision meets these requirements. A conveyance by metes and bounds still requires a public hearing, but preliminary and final plats are not needed. Instead, a survey showing the existing and proposed lots with the applicable legal descriptions has been provided.

Design Standards

As a condition of approval, a 30-foot right-of-way easement over Nacre Street shall be dedicated to the City at the time the lot split is recorded with the County.

Because this parcel is within the City's rural service area, City utilities will not be extended to this site. Therefore, the applicant must revise the survey to show two locations on each proposed parcel which may be used for an individual sewage treatment system.

RECOMMENDATIONS

Staff recommends the following:

1) Staff recommends approval of the metes and bounds subdivision to split the property along Nacre Street (PID 33-34-25-14-0002) into two parcels.

The following conditions are recommended to be required with any recommendation for approval:

1. Applicant shall revise survey and legal description to dedicate necessary ROW as an easement to City.
2. 2 ISTS systems shall be shown on each parcel according to the geotechnical reports completed
3. Park dedication requirements shall be resolved in accordance with City standards.
4. The applicant shall provide proof of ownership for the property.
5. Reference monuments shall be placed in the subdivision as required by state law.
6. The applicant is responsible for all fees related to the review of this application.
7. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.

8. The applicant shall record the subdivision documents with the County Recorder within 90 days after the date of approval.
9. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

Proposed Findings of Fact

1. The proposed parcels are both greater than 10 acres in area and have more than 300 feet of frontage along a public roadway.
2. The proposed subdivision is consistent with the City's Comprehensive Plan.
3. The proposed subdivision is consistent with the City's Zoning and Subdivision Ordinances.

PLANNING COMMISSION ACTIONS

After the public hearing and discussion, the Planning Commission could take one of the following actions:

1) Recommend approval with the conditions and findings of fact as presented by Staff.

   Proposed Motion:

   A) Move to recommend approval of the metes and bounds subdivision of the 33-acre parcel to create two lots with conditions and findings of fact as recommended by Staff.

2) Recommend denial with Planning Commissioners' findings of fact.
3) Table the request to the next Planning Commission meeting and provide direction to Staff and the applicant as to the additional information needed.

ATTACHMENTS

- Applicant Submittals

DESCRIPTION OF REQUEST: (attach additional information if needed)			
Project Name: XXXXX Nacre St. NW			
Nature of Proposed Use: Residential home Build. received 6/8/2020			
Reason(s) to Approve Request: land split for single Family residential build.			
IS THIS APPLICATION, PART OF, OR IN ADDITION TO, A PREVIOUS APPLICATION(S) PERTAINING TO THE SUBJECT SITE? IF YES: NO.			
PROJECT NAME:			
NATURE OF REQUEST:			
(attach additional information if needed)			

PROPERTY INFORMATION:			
Street Address: XXXXX Nacre St. NW SE 1/4 of NE 1/4 Sec 33-34-25 Ex S1/2 of SE 1/4 of SD 1/4,1/4 Ex Rd; Subj to Ease of Rec			Property Identification Number (PIN#): 33-34-25-14-0002
Legal Description (Attach if necessary):	Lot(s):	Block:	Subdivision:

APPLICANT INFORMATION:		
Name: Kimberly Westman	Business Name:	
Address: 23320 Nacre St. NW		
City: Elk River.	State: MN	Zip Code: 55330
Telephone: 763-238-3075	Fax:	E-mail: Kim.Westman@yahoo.com
Contact: Chris Westman 763.286 2461		Title:

OWNER INFORMATION: (if different from applicant)		
Name: Kimberly Westman	Business Name:	
Address: 23320 Nacre St. NW		
City: Elk River	State: MN	Zip Code: 55330
Telephone: 763-238-3075	Fax:	E-mail: Kim.Westman@ yahoo.com
Contact: Kim or Chris		Title: owner

APPLICATION FEES AND EXPENSES: By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 429.81 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may not cover actual expenses; any additional fees will be billed.

State statutes provides up to 120 days for the review of complete application, but the City will strive to finalize your request as quickly as possible. Please note that missing application due date and meeting dates or submitting an incomplete application WILL result in the review of the request being delayed. All City Council meeting dates are estimated as it is City policy that issues be resolved and plans be revised as may be needed prior to Council consideration.

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

APPLICANTS MUST BE SIGNED BY ALL PROPERTY OWNERS AS WELL AS/AND IN ADDITION TO, APPLICANT

Applicant(s): Jeffrey Wedlman Date: JUNE 4 2020

Owner(s): Jeffrey Wedlman Date: June 4 2020

Required Application attachments

Minor Subdivisions	Please provide (3) Certificates of Survey at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.
Concept Plans	Please provide (3) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.*
Preliminary Plat	Please provide (3) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.
Final Plats	Please provide (3) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). **See below for other required information.
***	1. If applicable, an additional large scale copy at 22" by 34" shall be provided for each of the following: a. (1) If project lies within a DNR Shoreland District or Floodplain b. (1) If project is adjacent to a neighboring City or Township 2. If applicable, an additional small scale copy at 11" by 17" shall be provided for each of the following: a. (1) If project increases the number of dwelling units for the Met Council b. (1) If project is adjacent to a County Road or County State Aid Highway c. (1) If project is adjacent to a MN/Dot state highway

CERTIFICATE OF SURVEY

~for~ WEISER CONSTRUCTION
~of~ XXXXX NACRE STREET NW
ST. FRANCIS, MN 55330

EXISTING PROPERTY DESCRIPTION:

The Southeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 25, Anoka County, Minnesota, EXCEPT the South Half of the Southeast Quarter of said Southeast Quarter of the Northeast Quarter.

PROPOSED PROPERTY DESCRIPTIONS:

PARCEL A:
That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 25, Anoka County lying northerly of the following described line:

Commencing at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 47 minutes 28 seconds West along the east line of said Southeast Quarter of the Northeast Quarter a distance of 330.00 feet; thence North 89 degrees 14 minutes 31 seconds West a distance of 967.98 feet; thence South 00 degrees 53 minutes 50 seconds West a distance of 133.00 feet; thence South North 89 degrees 14 minutes 31 seconds West a distance of 350.00 feet, more or less, to the west line of said Southeast Quarter of the Northeast Quarter and said line there terminating.

PARCEL B:
That part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 34, Range 25, Anoka County lying southerly of the following described line:

Commencing at the northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 47 minutes 28 seconds West along the east line of said Southeast Quarter of the Northeast Quarter a distance of 330.00 feet; thence North 89 degrees 14 minutes 31 seconds West a distance of 967.98 feet; thence South 00 degrees 53 minutes 50 seconds West a distance of 133.00 feet; thence South North 89 degrees 14 minutes 31 seconds West a distance of 350.00 feet, more or less, to the west line of said Southeast Quarter of the Northeast Quarter and said line there terminating.

EXCEPT the South Half of the Southeast Quarter of said Southeast Quarter of the Northeast Quarter.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 2/17/2020.
- Bearings shown are on Anoka County datum.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Parcel ID No: 33-34-25-14-0002.
  Total parcel area = 34.52 acres.
- Builder to verify house dimensions, sewer depth and foundation depth. driveways are shown for graphic purposes only.
- Final driveway design and location to be determined by contractor.
- Finished grade adjacent to home shall be 0.5 feet below top of block except at driveway and patio.
- Wetland delineation by Jacobson Environmental in March 2020.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 5/21/2020 License No. 41578

ZONING DISTRICT A-2 REQUIREMENTS

A. Lot Area Requirements
   1. Minimum Lot Area: 10 acres.
   2. Minimum Lot Width: 300 feet.

B. Principal Structure Setbacks:
   1. Right-of-way
      a. 75 feet from a collector or arterial street.
      b. 35 feet from a local street.

C. Accessory structure setbacks as regulated by Chapter 10 of the City Ordinance.

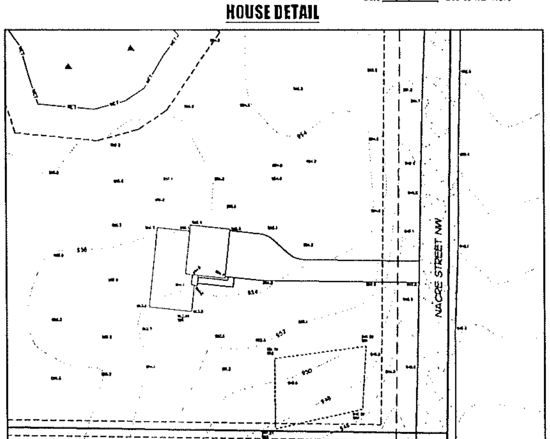
D. Wetland setback for all structures: 30 feet from the delineated edge.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES ANOKA COUNTY CAST IRON MONUMENT
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING CONTOURS
- DENOTES GRAVEL SURFACE
- DENOTES HUB AT OFFSET SHOWN
- DENOTES SOIL BORING. (BY OTHERS)
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES DIRECTION OF SURFACE DRAINAGE
- DENOTES EDGE OF DELINEATED WETLAND

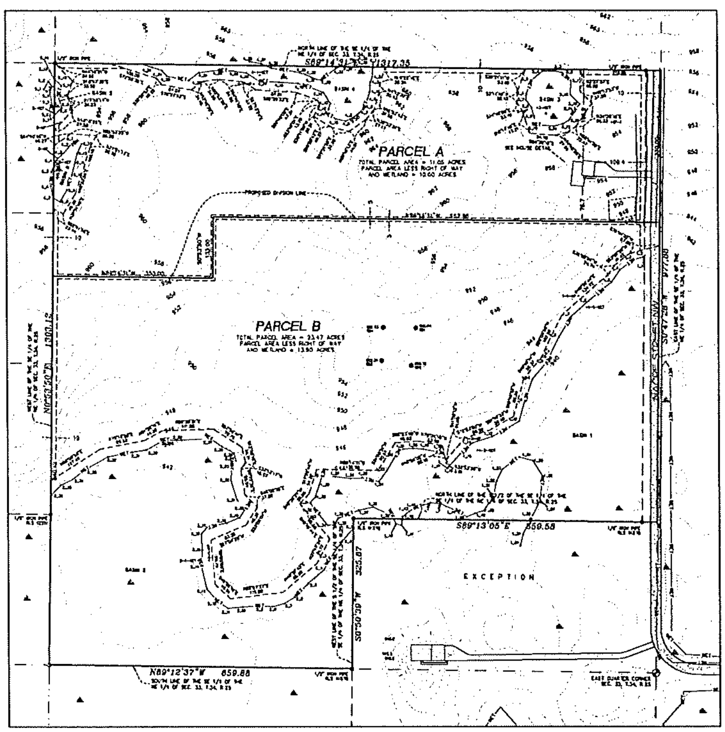
NORTH

HOUSE DETAIL



GRAPHIC SCALE
1 INCH = 30 FEET

BOUNDARY DETAIL



GRAPHIC SCALE
1 INCH = 100 FEET

BENCHMARK

ANOKA CO. BENCHMARK NO. 3049.
ELEVATION = 916.56 (NAVD 88)

E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

DRAWN BY: BAB	JOB NO. 20010 4BT	DATE: 02/27/20	
CHECK BY: JER	FIELD CREW: JP/BH		
1	4/13/20	ADD WETLAND DELINEATION AND SOIL BORINGS	BAB
2	5/21/20	REVISE DIVISION LINE ADD D&U EASEMENTS	BAB
NO.	DATE	DESCRIPTION	BY

20,0104BT

City of St. Francis

City Council
AGENDA REPORT
Agenda Item #
9B

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: Schedule a Worksession

DATE: August 3rd, 2020

OVERVIEW

Staff is looking to schedule a worksession with the City Council. This would be a continuation of the previous worksession and an overview of the Proposed 2021 Budget. Staff is suggesting potentially August 10th for a worksession date.

Action to be considered:
Schedule a Worksession.

City of St. Francis

City Council
AGENDA REPORT
Agenda Item #
9 C

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Resolution Authorizing the St. Francis Economic Development Authority administer and implement CARES Act Funds

DATE: August 3, 2020

OVERVIEW

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law by President Trump on March 27, 2020, providing the State of Minnesota \$1.8 billion, of which 45 percent may be distributed to local jurisdictions. Through that process, the City of St. Francis received an allocation of \$593,078 in CARES funds from the State of Minnesota that must meet the eligibility criteria established by the U.S. Department of the Treasury.

The funds allowed the City to utilize funds directly related to COVID-19 expenses and create a business subsidy program to provide small business grants to the community.

On July 20th, Council review the Draft CARES Act Small Business Relief Grant Program Policy. Since that time, Staff and the City Attorney have received guidance from the League of Minnesota Cities that identified Business Subsidies as a more appropriate program to be administered by the Economic Development Authority.

A meeting was scheduled for the Economic Development Authority for Monday, August 3rd immediately prior to Council to accept the responsibility of the budget and administration of the program and adopt the policies and application to be released.

ITEMS TO BE DISCUSSED:

Council to consider a resolution to transfer responsibility of CARES Act Small Business Relief Grant Program Budget and Administration to the St. Francis EDA.

ATTACHMENTS:

Resolution 2020-31; Approving the CARES Act Small Business Relief Grant Program Budget and Administration be transferred to the St. Francis Economic Development Authority.

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

RESOLUTION 2020-31

Resolution Approving the CARES Act Small Business Relief Grant Program Budget and Administration be transferred to the St. Francis Economic Development Authority.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law by President Trump on March 27, 2020, providing the State of Minnesota $1.8 billion, of which 45 percent may be distributed to local jurisdictions; and

WHEREAS, the City of St. Francis received an allocation of $593,078 in CARES funds from the State of Minnesota that must meet the eligibility criteria established by the U.S. Department of the Treasury; and

WHEREAS, creation of a small business relief program was discussed by the St. Francis City Council July 20th , as an eligible and approved use of St. Francis's CARES Act funds; and

WHEREAS, the proposed Small Business Relief Grant Program (Program) would serve businesses that have been adversely impacted by the COVID-19 pandemic and the COVID-19 peacetime emergency; and

WHEREAS, the Program would provide grant funds for, but not limited to; operating expenses, including payroll, rent/lease payments, mortgage payments, utilities, payments to suppliers, or other critical business expenses as approved by an authorized Program Administrator; and

WHEREAS, the City of St. Francis has determined the CARES Act Small Business Relief Grant Program is a necessary and reasonable response to the COVID-19 Pandemic, therefore eligible for use of the CARES Act funds.

WHEREAS, the City of St. Francis City Council will transfer the funds and program administration to the St. Francis Economic Development Authority for the CARES Act Small Business Relief Grant Program:

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby establishes and designates that the St. Francis Economic Development Authority administer and implement a business relief program with the use of CARES Act funding, subject to the, policies, rules, guidelines, and allocation of funds by the State of Minnesota and City of St. Francis City Council; and

BE IT FURTHER RESOLVED that the City of St. Francis hereby amends the 2020 budget to allow administration of the CARES Act funding to be completed by the St. Francis Economic Development Authority.

Passed and duly adopted by the St. Francis City Council this 3rd day of August, 2020.

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Steven D. Feldman, Mayor

ATTEST:

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Barbara I. Held, City Clerk

City of St. Francis

Streets and Parks Monthly Report – June 2020

Public Works
4058 St. Francis Blvd. NW
St. Francis, MN 55070

TO Mayor & Council

JOB Streets and Parks Monthly Report

STREETS AND PARKS	TASK	DESCRIPTION	QUANTITY	
All Dept.	Building Maintenance	Light bulbs, toilets, sinks, etc.	30	Hours
Streets	Snowplowing	Plowing City Streets	0	Miles
Streets	Snowplowing	Plowing Cul-Da-Sacs	0	Cul-Da-Sacs
Streets	Snowplowing	Amount of Salt Applied to Roads.	0	Tons
Streets/Parks	Snowplowing	Plowing Parking Lots	0	Number of Lots
Parks	Snowplowing	Trails/Sidewalks	0	Miles
Streets	Snowplowing	Amount of Granite Chips Applied to Roads.	0	Tons
Streets	Grading	Grading City Roads	24.7	Miles
Parks	Park Inspections	Inspect equipment, buildings, and trees.	74	Inspections
Parks	Events	Preparation and Inspection	6	3 baseball 2 misc.
Parks	Fertilizing	Applied to city properties and parks.	0	Pounds
Parks	Mowing	City Parks and Property	165	Acres
Streets	Signs	Signs Installed or Repaired	1	Number of Signs
Streets/Parks	Callouts	Response for service requests outside normal working hours.	7	2 Park 2 Water 3 Sewer
Streets/Parks Sewer/Water	Equipment Repair	Anything Beyond Normal Maintenance, Fabrication, etc.	22	Hours
Streets/Parks Sewer/Water	Equipment Maintenance	Greasing, Washing, etc.	28	Hours
Storm Water	Cleaning Catch Basins	Remove debris and ice from catch basins.	33	Number of Catch Basins
Storm Water	Street Sweeping	Sweeping of city streets and parking lots.	0	Yards
Parks	Ball Fields	Dragging Ball Fields	8	Times
Parks	Trail Mowing	Mowing Along Walking Trails	48.6	Miles
Parks	Fountain	Clean Fountain at Woodbury Park	4	Time
Streets	Ditch Mowing	Mowing Along Roadway	176.6	Miles
Parks	Ice Rinks	Applying Water On Rinks	0	Gallons
Parks	Vandalism	Damage to City Property	0	Hours
Parks	Playground	Install Woodchips	0	Yards

Parks	Leaf Pick-up	Picking Up Leaves in Parks	0	Yards
Recycling	Meeting	With Anoka County	1	Meeting
Recycling	Event	LePage Recycling Event & Free Shred Event/Leaf Event	0	Events

City of St. Francis

Water and Sewer Monthly Report – June 2020

Public Works
4058 St. Francis Blvd. NW
St. Francis, MN 55070

TO Mayor & Council

JOB Water and Sewer Monthly Report

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Water	**Water Treatment Report**			
Water	Inspect Facility Daily	Facility Inspection	18	Inspections
Water	Operational Hours	Hours spent at facility.	36	Hours
Water	Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Water	Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Water	Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments
Water	Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	21	Labs
Water	Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	Daily	Inspections
Water	Bacteria Samples	Take set of monthly bacteria samples.	5	Samples Per Set
Water	**Water Flows/Results**			
		Total Raw water	28.67	Million Gallons
		Total Finished water	27.33	Million Gallons
		Finished water sold	19.78	Million Gallons
		Accounted water %	70	%
		Oak Grove water use		Million Gallons
		Average Daily Flow	.910	Million Gallons
		Average Chlorine	.64	Mg/l
		Average Raw Iron	1.05	Mg/l
		Average Raw Manganese	.09	Mg/l
		Average Fluoride	.78	Mg/l
		Iron Removal	**100**	%
		Manganese Removal	**.87**	%

Wastewater	**Wastewater Treatment Report**			
Wastewater	Monthly Sampling	Perform required monthly sampling: 8 Influent 30 Constituents); 8 Effluent (40 Constituents:	70	Constituents
Wastewater	Operational Hours	Hours spent at facility.	144	Hours
Wastewater	Inspect Operations Building	Daily inspection of building.	18	Inspections
Wastewater	Inspect Pre-treatment Building	Daily inspection of building.	18	Inspections
Wastewater	Inspect Tertiary Building	Daily inspection of building.	18	Inspections
Wastewater	D.O Readings	Take Required D.O Readings.	31	D.O Readings
Wastewater	pH Readings	Take Required pH Readings.	31	pH Readings
Wastewater	Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	18	Lift Station Inspections
Wastewater	Daily Lab	Process Control Test	80	Tests
	Wastewater Flows/Results			
		Discharge Point	Seelye Brook	
		Total Influent	9.48	Million Gallons
		Total Effluent	10.34	Million Gallons
		Reuse effluent	.954	Million Gallons
		Influent TSS	416	Mg/l
	Limit: (15mg/l)	Effluent TSS	0	Mg/l
	Limit: (85 %)	**TSS % Removal**	**100**	**% Removal**
		Influent CBOD	244	Mg/l
	Limit: (15 mg/l)	Effluent CBOD	0	Mg/l
	Limit: (85 %)	**CBOD % Removal**	**100**	**% Removal**
		Influent Phosphorus	5.6	Mg/l
	Limit: (1 mg/l)	Effluent Phosphorus	0	Mg/l
		Phosphorus % Removal	**100**	**% Removal**
		Influent Ammonia Nitrogen	35	Mg/l
	Limit: (Seasonal) 1.4 mg/l	Effluent Ammonia Nitrogen	0	Mg/l
		Ammonia Nitrogen % Removal	**100**	**% Removal**
Water/ Sewer	**Monthly Tasks**			
Water/Sewer	Locates	Process Locate Requests	130	Utility Locate Requests
Water/Sewer	Meter Readings	Monthly Meter Readings for City Owned and Large Users	52	Monthly Readings

Water/Sewer	Water/Sewer Connections	Inspect Water and Sewer	2	Inspections
Water/Sewer	Water Miscellaneous	Work orders: re-reads, high	25	Work Orders
Re-reads	Re-read Meters	Re-read Meters	20	Meters
Water/Sewer	**Monthly Projects**			
Water Meter Change Out Project	Woodhaven West- Fire Flow Meter	The installation of the new Fire Flow apparatus and meters.	8	Hours
Water Treatment Facility	Meter Flow Testing	All meters were flow tested for accuracy.	2	Meters
Water Distribution	Hydrant Maintenance	Staff identified hydrants in District 4 that needed rebuilding.	16	Hydrants
Water Distribution	Minnesota Department of Health Samples	Every three years we are required to collect Lead and Copper samples for analysis.	20	Samples
Water Distribution	Emergency Gate Valve Repair	Staff discovered that a gate valve had failed. Work on this began at 3am for minimal customer inconvenience.	4	Hours
Wastewater Treatment Facility	Pre-treatment Equipment Maintenance	Changed oil on grit equipment.	1	Unit
Wastewater Treatment Facility	Rapid Mixer	Changed oil on Rapid mixer; used Phosphorus removal.	1	Unit
Wastewater Treatment Facility	Meter Flow Testing	Meters at the Wastewater facility need flow calibration twice a year. All meters are 100% accurate.	6	Meters
2020 Reconstruct	Water Main Shut Down	Staff assisted with shutting water off to River Shores for water main improvements.	4	Hours
Woodhaven Meters	Meter Flow Testing	All 4 meters were flow tested for accuracy. One register needed repair.	4	Meters
Oak Grove Meters	Meter Flow Testing	All meters were flow tested for accuary-99.9%.	4	Meters
Wellhouse	Meter Flow Testing	All meters were flow tested for accuary-99.9%.	3	Meters
HVAC Contract Renewal	UHL Service Contract Meeting	Meeting for the renewal of our service contract.	2	Hours
DL-6 Lift Station	Plugged Pump	Pulled pump due to rags.	1	Pump
Turtle Run Lift Station	Pump Failure	A 26-year-old pump has failed at the lift station; a new one has been ordered.	1	Pump
River Shores Lift Station	Pump Failure	A 23-year-old pump has failed at lift station; a new one has been ordered	1	Pump

*Each time a lift station pump is pulled due to plugging, it is equal to two-man hours.