CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 21, 2017
ISD #15 CENTRAL SERVICE CENTER
4115 Ambassador Blvd NW

Informational Meeting with Met Council: 5:00 pm
Regular City Council Meeting: 6:00 PM

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA - *All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*
   A. City Council Minutes – February 6, 2017
   B. Fire Works Agreement between Northern Pyrotechnics and the St. Francis Area Chamber of Commerce/City of St. Francis
   C. Pay Request No. 19 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
   D. Approval of a Temporary On-Sale Liquor License
   E. Approval of Planning Commission Term Extension
   F. Amusement License
   G. Interim Wastewater Class A Operator
   H. Payment of Claims

5. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***

6. SPECIAL BUSINESS
   A. Patriot Award

7. PUBLIC HEARINGS

8. OLD BUSINESS
   A. Pay Request No. 11 and Change Order No. 3 to LaTour Construction for the Bridge Street Utility Improvement
   B. Work Order No. 12 to LaTour Construction for the Bridge Street Utility Improvement

9. NEW BUSINESS
   A. Pay Request No. 4 Final and Change Order No. 1 to Park Construction Company for Pederson Drive Improvement
   B. Building Official Position and Nowthen Contract
   C. Squad Car Transfer to Fire Department

10. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***

11. REPORTS
    A. Administrator's Report – Stormwater Presentation
    B. Public Works - January Report
    C. Councilmember Reports

12. ADJOURNMENT

***For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.**

TO: Mayor & City Council

MEMO

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – February 21st, 2017 Council Meeting

Agenda Items:

4. **CONSENT AGENDA:**
   a. *City Council Minutes* – February 6th, 2017

   b. *Fireworks Agreement between Northern Pyrotechnics and City of St. Francis – February 1st, 2016* – Enter into Agreement with Norther Pyrotechnics to provide fireworks at Pioneer Days and authorize $10,000 from Liquor Fund to pay for the fireworks. The Chamber's Request for this is in the packet.

   c. *Pay Request No. 19 to Gridor Construction* – Wastewater Treatment Facility

   d. *Temporary On-Sale* – Lion's Club would like to sell strong beer/wine coolers during Pioneer Days. This would be a three day permit from June 9th – 11th.

   e. *Planning Commission Term Extension* – Brittney Bernt would like to extend her term on the Planning Commission. The extension would be until 12/31/19. She has had exceptional attendance and is knowledgeable in land use issues.

   f. *Amusement License* – A New Business to St. Francis! Virtual Reality Arcade.

   g. *Interim Class A Wastewater Operator* – Enter into temporary service agreement with Kluver Consulting for the City to operate the wastewater treatment facility under Kluver Consulting's Class "A" wastewater operating license. Staff will be testing for the Class "A" License in March. This temporary gap is due to the plant set to be "online" well ahead of schedule. Original anticipated date for completion was the Fall of 2017. It should be "online" in April of 2017.

   h. *Payment of Claims* –

6. **SPECIAL BUSINESS:**
   A. Patriot Award to St. Francis (Presentation of Award).

7. **PUBLIC HEARINGS**
   No Public Hearings

8. **OLD BUSINESS**
   A. *Pay Request #11 and Change Order #3* to LaTour Construction – Bridge Street
   B. *Work Order #12 to LaTour Construction* for Bridge Street Utility Improvement

9. **NEW BUSINESS**
   a. Pay Request #4 FINAL and Change Order #1 – Park Construction Company for Pederson Drive Improvement

b. Building Official Position and Nowthen Contract – Staff is looking to move the Building Inspector to Building Official. Also, the Community Development Director would like to update the Building Official Job Description. Finally, Staff is looking to terminate the Nowthen Contract.

c. Used Squad Car transfer to Fire Department – consistent with direction at the February 13th Workession, Staff is requesting to transfer a used squad car to the Fire Department. The trade in value is estimated at $4,000.

11. **Reports:**

A) City Administrator – Stormwater Report

B) Public Works – January Report

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
FEBRUARY 6, 2017

1. **CALL TO ORDER**
   The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman.

2. **ROLL CALL**
   Members present: Mayor Steve Feldman, Councilmembers Jerry Tveit, Joe Muehlbauer, and Robert Bauer. Rich Skordahl excused. Also present City Administrator Joe Kohlmann, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Jared Voge (Bolton & Menk) Kate Thunstrom, Community Development Director, Police Chief Todd Schwieger, Fire Chief Matt Kohout, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**
   Feldman asked to add the Resignation of Building Official Andy Schreder to the consent agenda. MOTION BY MUEHLBAUER SECOND FELDMAN TO APPROVE THE AGENDA AS SUBMITTED. Motion carried 4-0.

4. **CONSENT AGENDA**
   Feldman asked that 4 H AND 4 I be moved from the consent agenda for discussion. MOTION BY MUEHLBAUER SECOND BAUER TO APPROVE THE CONSENT AGENDA ITEMS A-G and J-K AS FOLLOWS:

   A. City Council Minutes – January 17, 2017
   B. Acknowledge EDA Minutes – August 29, 2016
   C. Acknowledge Charter Commission Minutes – February 1, 2016
   D. Enter into an Agreement with Hoisington Koegler Group Inc for services pertaining to Comprehensive Planning Services
   E. Enter into an Agreement for Residential Recycling Program with Anoka County
   F. EDA Business Subsidy Update and Annual Report
   G. Anoka County Conservation Septic Funds Available-Letter of Intent to Request Funding
   H. ~~Appoint Blake Bistodeau as a Public Works Operator contingent upon passing all pre-employment evaluations and testing~~
   I. ~~Pay Request No. 11 and Change Order No. 3 to LaTour Construction for the Bridge Street Utility Improvement~~
   J. Payment of Claims $363,487.78 (ACH #184E $138,024.37 & Check #72009-72078 $222,463.41)
   K. Accept the Resignation of Building Official Andy Schreder

   Motion carried 4-0.

4 I. **Pay Request No. 11 and Change Order No. 3 to LaTour Construction for the Bridge Street Utility Improvement:** Voge explained the Work Order No. 12 and why the additional aggregate bedding was needed during the installation of the sanitary sewer. Voge stated this is part of Anoka County's contract, however the City is responsible for all costs associated with the City utility construction and had to be kept separate. The need for the additional aggregate bedding was due to the unsuitable soil conditions. Soil borings were completed. Feldman asked who authorized the change order. Voge stated the decision was made in the field but ultimately he made the decision. Discussion was held in length and they had questions for Voge on why this was needed, does this add on increase the quote to make it higher than the second lowest bidder. Feldman said he is leery about add ons and I like to know along with the council what we are getting into. What I am going to suggest is that you write it out thoroughly on why we are paying $32,000 or more on this project. Tveit said in the past we have had a contingencies set aside. It is frustrating especially when soiling borings were done and we can't rely on them. Bauer said I see two different amounts, I see $35,743.50. MOTION BY MUEHLBAUER SECOND TVEIT TO TABLE UNTIL NEXT CITY COUNCIL MEETING. Motion carried 4-0.

4 H. **Appoint Blake Bistodeau as a Public Works Operator contingent upon passing all pre-employment evaluations and testing:** Feldman said he would like to have Teicher discuss what he learned regarding outside service providers and the applicant process and feedback. I wasn't able to me with Teicher before the meeting due to a sad family matter in Teicher's family. My sympathies are with you. Feldman said I am not against in house; it is good to have control better control than a service provider and as long as we are saving money and are getting high efficient service. We are building a $24 million waste water treatment plant-state of the art and we should not have fines on running it less efficient than what it was designed for. Tveit said I am not opposed in appointing and choosing this applicant either. Tveit said I want to make sure if we approve this that there is something stated that he will show up to work on the first day. It has happened in the past where we approved an applicant and he was injured and the city ending up paying out. I want to make sure we have in the agreement that he shows up to work the first day. Teicher explained how this new applicant would fit in to the organization as an operator. Feldman asked about the service providers and what did you find out when calling around. Teicher said the cities of Otsego and Albertville said they hired an outside provider and will be going back to in house with city employees at the end of this year. Heard it was actually cheaper to run with city employees plus you have people who take pride in their own operation. Discussion was held on whether we price out chemicals or have contacted other cities to purchase cooperatively. Teicher said they would check into other cities when buying large quantity items. Bauer asked I would like to see what other cities pay their operators. Tveit explained what

is all involved to be an operator and the schooling. If you pay less than market wages you will probably get a less than market worker. Teicher said on average the starting about $22 per hour. Our staff is union except for myself and the supervisors. We are right in the average. Feldman said of the twelve people interviewed this applicant had experience in Rogers and Zimmerman. MOTION BY TVEIT SECOND BAUER TO APPOINT BLAKE BISTODEAU AS A PUBLIC WORKS OPERATOR CONTINGENT COMPLETING ALL PRE-EMPLOYMENT TESTING AND SHOWING UP FOR WORK THE FIRST DAY OF WORK AS SCHEDULED. Motion carried 4-0.

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

6. **SPECIAL BUSINESS**
   None

7. **PUBLIC HEARINGS**
   A. **Northland Securities – Tax Increment Financing Presentation**: Tammy Omdal of Northland Securities gave a power point presentation giving an overview on Tax Increment Financing (TIF). The city received an application for requesting TIF on a senior housing project from LeGen Companies (dba GD1, LLC) for TIF assistance. The project is prosed to consist of a three-story building with 56 assisted living and 25 memory care units along with healthcare staff support spaces what will support the tenants for a total of 81 units. The total size of the facility is estimated at 72,000 square feet. The City has confirmed with LeGen that healthcare staff support space will be no more than 20 person of the square footage of the building that will receive assistance from tax increments. LeGen will agree to lease 20% of the units to persons with incomes at or below 50% of the county median income. The project is estimated to cost $15.7 million. The proposed tax increment financing assistance of $1.45 million is to assist with the affordability aspect of the project. The project is estimated to generate 45 new full time equivalent jobs within five years with an average wage of $18.46. Tveit asked about the 20% of the units for at below median income, how long do they have to sustain that number. Omdal said it stays for the life of the TIF District. Feldman had questions about the 45 new full time jobs. Omdal said the developer can answer those questions, they are here. Northland Securities included a memo that answered all their questions of the developer. Feldman said basically we are giving them a line of credit. Omdal explained this TIF, the City retains 5% of the tax increment to reimburse the City for the cost of administrating the TIF District. The remaining 95% of the

tax increment will be available for payment on the TIF Note. Without TIF you probably would not get a project like this. Feldman said someday I hope the City won't have to do TIF.

Feldman opened the public hearing on the proposed TIF District 2-1 at 6:55 pm.

1.) Mike Rodger 2770 232nd Lane NW, most TIF districts there is an employee clause. Rodger would like to have the 45 employees' language in the contract with the developer.

With no further public comment, Feldman closed the public hearing at 6:57 pm.

Chau Le; CEO of LeGen Companies introduced himself to the City Council and stated he is a newer company and opened a little over a year ago. I like to empower youth and seniors. In regards to the jobs, our ultimate job is to employ them from here first. There might be some of the skilled jobs needed that we may come up short. We will be partnering with Walker Methodist who will serve as the healthcare service provider. We do not have problems meeting the job goals. Muehlbauer asked do you use union or non-union workers. Le said probably both. We will look for the best talent. Walker Methodist currently serves over 1,200 seniors and their families in the metro and is looking to expand in the northern suburbs. Feldman asked was this originally was approved for 89 now 81. Le said that is correct, it was due to market demand.
MOTION BY BAUER SECOND TVEIT APPROVING RESOLUTION 2017-06 A RESOLUTION ESTABLISHING DEVELOPMENT DISTRICT NO. 2 AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 2-1 WITHIN THE DEVELOPMENT DISTRICT AND THE ADOPTION OF THE DEVELOPMENT PROGRAM AND TAX INCREMENT FINANCING PLAN RELATING THERETO. Motion carried 4-0.

8. **OLD BUSINESS**
None

9. **NEW BUSINESS**
A. Enter into a Service Agreement and Facility Use Agreement with Allina**:** Fire Chief Matt Kohout gave a brief overview of the Allina Health Emergency Medical Services (AHEMS) Service Agreement and the Facility Use Agreement. Tveit said we have had an agreement in the past. Kohout said we had the facility use but the service agreement is an updated version and covers how training is handled. Biggest gain for allowing Allina space in the fire station is to have them stationed in our city and quicker responses.
MOTION BY TVEIT SECOND MUEHLBAUER TO ENTER INTO THE SERVICE AND FACILITY USE AGREEMENTS WIT ALLINA HEALTH

EMERGENCY MEDICAL SERVICES. Motion carried 4-0.

B. **Fire Department Authorization to Start the Hiring Process for Additional Fire Fighters**: Chief Kohout asked for authorization to hire an additional five fire fighters. Bauer asked the city council to give the fire department a number on how many members we should maintain. Bauer believe the City should raise the number fire fighters. Right now there about 19 on the department with a couple resignations/retirements coming in soon. Kohout said we looked to see if we could find documentation on how many we should or have had. Kohout said going back in documents we are finding the number 30. Bauer maybe hire 7-8 more fire fighters now. Muehlbauer asked how many are budgeted. Kohout said right now 5 is probably what we can handle with training, gear and mentoring. Probation is one year, maybe if they come in with experience lower that to six months. Muehlbauer asked about financing five members. Mulvihill said it does depend on the number of calls. Council decided to discuss this more at budgeting time. MOTION BY FELDMAN SECOND TVEIT TO HIRE UP TO 10 DEPENDING ON QUALIFICATIONS. Bauer said I would like the council to set a number that we can employ to give us a goal for further direction. Kohlmann said this question has come up before, we can find that number. Tveit said years ago we had a joint fire fighter district discussion on the number of fire fighters but it really depended on what level of services they are providing. That may give us a better idea of how many fire fighters we need now that we have an ambulance in house. More discussion on this could be discussed at a future work session. Motion carried 3-0. Bauer abstained.

<u>Question on the residential recycling program</u>: Teicher explained the contract the City has with Anoka County. In 2016 the City meet its residential recycling goal. This agreement allows us to received SCORE federal funds that Anoka County administers. The funds helps pay for our newsletters, public outreach, recycling day, events in the parks, and promote recycling at public events. We want to meet our goals.

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

11. **REPORTS**

A. Administrator's Report - Schedule Work Session for February 13, 2017: Kohlmann wants to add it will be at 6:00 pm at city hall. This room is booked.

On February 21, 2017 at 5:00 pm the City Council will be meeting with the Met Council before the regular City Council meeting, this is open to the public.

B. Police Dept. - Annual Report: Police Chief Todd Schwieger gave the department's annual report which included; annual statistics, training, courses attended by officers, investigations and some programs they are looking at implementing in 2017. Schwieger expanded on some of the department goals for 2017; child safety seat clinic, two day kids academy, and hope to start neighborhood watches. Remind everyone to report any suspicious activity you may see. Feldman said I had a meeting last week with the chief about hand held radar guns and purchasing one with drug forfeiture funds. This would be used to cut down the number of speeders in residential areas. Schwieger stated we are starting saturations in various neighborhoods to watch traffic. Feldman said I also talked with the chief about getting another digital sign; hopefully we can get that in the next year's budget. Tveit said I like what I hear; I would like us to be more aggressive on people speeding. Schwieger said we have been writing tickets but we are going to localize it more. Muehlbauer said there are times when we have fewer officers on what are we going to do about it. Schwieger said that is why we would like people to report activity, which helps us out.

Feldman asked Kate to explain the septic funds. Currently we are preparing property files for PermitWorks and electronic storage. As this occurs, we have the opportunity to identify permit history, age of systems and inspection notes. In a case in which a property is not meeting State or local requirements, we will have an opportunity to work with the property owner to address concerns. For systems that are a risk to health or water, we will provide information on resources that may be able to assist property owners. Through the Anoka County Conservation District, the City may be eligible for funding to assist in the reimbursement of salaries directly associated to the efforts of organizing septic system files. Otherwise these funds would come from the building department fund and not the general fund. Our code states every three years septic systems are to be inspected to determine the condition of the septic system. Record of the completed inspections are submitted to the City and placed in the property files.

C. Councilmember Reports – Tveit want to remind everyone February 22 at 7:00 pm my meet and greet at the Community Center. Tveit ask this be posted on the city's website.

Muehlbauer still looking into the audio here, trying to fix it. In regards to the subscribe list on our website, Kohlmann said it is in the works. Things I am seeing on social media are the speeding and the break ins.

Feldman said I would like on the website that our workshop with Met Council on February 21st at 5:00 pm is open to the public. I want to read something to you. This actually was from an idea from Mr. Skordahl who brought this up before we were elected. Please signal your turn when exiting the roundabouts. When you don't signal, you don't know if the other vehicle is exiting or passing through so you have to pause. The whole thing about the roundabouts is flow. Please let's educate ourselves and let other people know to remember to please signal when exiting so someone else can enter safely.

Also, we know the rates are high; we pay them too but I am asking the public to be patient with us. We are working on things behind the scene and we will let you know when they become more concrete, signed and sealed, you will be the first to know. But for right now I wish I had a magic wand to lower the rates to what you would like, I can't. You elected us to do a job for this specific reason. Do I think there were mistakes made, yes I do. But we are past that, it's done, it's in the ground, it is going to be operational. So, let's just learn to live with this and work with this the best we can. We will do rate cuts as soon as we can but I am not going to allow a rate cut to go into effect and take it back, that would be ridiculous. We are going to work on this with staff and council for lower rates. I am aware people are putting their houses up for sale moving out and I am worried of not replacing them because of high water rates. These are things that go on in my mind all the time. We are aware of that we campaigned on this; we ran on that, we got elected on that and we have not forgotten that. So please, let people know we are on this, it will be worked on. It won't be a short term fix but it will be worked on.

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 7:49 pm.

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Barbara I. Held, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4B

TO: Joe Kohlmann, City Administrator

FROM: Barb Held, City Clerk

SUBJECT: **Fireworks Agreement**

DATE: February 21, 2017

OVERVIEW:

During Pioneer Days each year there has been a night set aside for a fireworks display. This year it is Saturday, June 11^{th}.

Historically, the City had major role in coordinating Pioneer Days. Since that time, the Chamber has taken over most, if not all, of the responsibilities of coordinating Pioneer Days. With that, the fireworks display is one piece that is still coordinated by the City.

The Chamber President has formally requested $10,000 from the City to put on the Fireworks display. This has traditionally come from the Liquor Fund. The City must enter into an agreement with Northern Lighter polytechnics to provide the fireworks.

Finally, the City purchases additional fireworks insurance, costing $250.

ACTION TO BE CONSIDERED:

Motion to enter into the agreement with Northern Polytechnics for fireworks and contribute $10,000 from the liquor fund to fulfil the financial obligation of the contract.

BUDGET IMPLICATION:

$10,000 from the Liquor Store Fund.

Attachments:
- Chamber of Commerce Request
- Northern Lighter Polytechnics Agreement

AGREEMENT

This Agreement is made as of the **23rd**day of JAN in the year 2017, by and between Northern Lighter Pyrotechnics, Inc. ("NLP") and City of St Francis (Pioneer Days) (the "Client"):

WHEREAS, NLP is a nonprofit corporation engaged in the activity of producing firework displays; and

WHEREAS, Client desires to utilize the services of NLP for its event; and

WHEREAS, NLP and Client desire to enter into this Agreement to more fully set forth and describe the duties and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

1. Description of Project. On Saturday JUNE 10TH 2017 NLP shall provide for Client a fireworks display, as set forth on the permit (the "Permit") completed by NLP describing the proposed fireworks display (the "Display") at the location described as ST FRANCIS HIGH SCHOOL (the "Display Site"). In the event of inclement weather or other conditions that, in the sole judgment of NLP, make conducting the Display unsafe or more hazardous than otherwise agreed to by NLP, the back-up date for conducting the Display shall be AS NEEDED JUNE 11 2017

2. Payment. For and in total consideration for NLP's performance of the Display, Client agrees to pay to NLP the sum of $10,000 (city no tax) (the "Display Fee"). The Display Fee shall be paid in full by Client to NLP on or before Day of Display with due upon execution of this Agreement to hold Date and ensure product availability.

3. Representations of Parties

3.1 NLP represents that the Display will be performed by its member volunteers whose qualifications and training is supervised and approved by NLP. NLP represents that it is fully experienced and properly qualified to perform the Display described herein and that it is properly licensed, equipped, organized and financed to perform such work.

3.2 NLP shall supply a sufficient number of properly skilled staff and all tools, equipment, materials and facilities and perform all functions necessary to perform the Display.

3.3 NLP shall perform the Display in accordance with all applicable local, state and federal rules, regulations and laws.

3.4 NLP shall take all reasonable safety precautions with respect to its work, shall comply with all safety measures initiated by the authority(s) having jurisdiction at the Display Site and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Display.

3.5 NLP shall be at all times an independent contractor and shall not be deemed an employee, agent, partner, joint venture or otherwise of Client.

3.6 It is the intention of the parties that the entire control of the Display Site be and remain the responsibility of NLP, and that any representative of Client who may be present, will be present only in a consulting capacity. NLP shall be solely responsible for the means, methods, techniques, sequences and procedures of the Display.

3.7 The Client shall determine, coordinate and provide the proper police and fire protection necessary to allow NLP to conduct the Display as described hereunder. The Client shall bear all costs related to providing proper police and fire protection for the Display and the Display Site. In the event NLP determines, in its sole discretion, that additional police and/or fire protection is necessary to allow NLP to conduct the Display as described hereunder, the Client agrees that it shall cooperate with such requests by NLP.

3.8 In order to ensure a safe Display site and the orderly progress of the Display, NLP shall have full and final control of all personnel, other contractors, or other individuals present on the Display site.

3.9 The Client waives all claims against NLP for loss or damage to Client's real property, personal property and fixtures arising out of or reasonably related to NLP conducting the Display.

3.10 Except as required by law, NLP shall not be required to directly correspond, communicate or interact in any way with any third parties, except with the prior consent of NLP.

4. Permits, Fees And Notices. NLP shall secure and pay for all permits. All further governmental fees, licenses and inspections necessary for the proper execution and completion of the Display shall be the responsibility and expense of Client.

5. Standard Of Care. NLP warrants that all services performed or furnished by NLP under this Agreement in relation to the Display will be performed with the care and skill ordinarily used by members of NLP's profession practicing under similar circumstances at the same time and in the same locality.

6. Indemnification. To the fullest extent permitted by law, the Client shall indemnify and hold harmless NLP, its agents, officers, employees and volunteers from and against claims, damages, losses and expenses, including claims for bodily injury, sickness, death, or to injury to or destruction of tangible property, and including, but not limited to attorneys' fees, arising out of or resulting from NLP conducting the Display, but only to the extent caused by the negligent acts or omissions of the Client, anyone directly or indirectly controlled or employed by Client or anyone for whose acts the Client may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7. Insurance. NLP shall secure commercial general liability/public liability insurance in an amount not less than $2,000,000 naming Client as an additional insured. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of NLP and NLP's officers, directors, employees, and agents to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Display or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of NLP or NLP's officers, directors, employees, agents, or any of them, shall not exceed the policy limits of the CGL/Public Liability insurance provided by NLP under this Agreement.

8. **Cancellation.** In the event Client cancels the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

9. **Suspension** Either party hereunder reserves the right, at any time to suspend the Display (until such time that the default described hereunder is cured to the satisfaction of the non-defaulting party), in whole or in part, upon written notice thereof to the other party if:

9.1 a party hereto persistently or repeatedly refuses or fails to supply enough properly skilled staff (including police and fire protection) or proper materials for the conduct the Display;

9.2 a party hereto fails to make payment required hereunder;

9.3 a party hereto persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

9.4 a party hereto is otherwise is guilty of substantial breach of a provision of this Agreement.

9.5 In the event of a suspension hereunder that results in the cancellation of the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

10. **Dispute Resolution**

10.1 All claims, controversies, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in Hennepin County, Minnesota, in accordance with Commercial Arbitration Rules of the American Arbitration Association then in place.

10.2 If arbitration is invoked, then notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, controversy, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.3 An award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. **No Waiver** Any failure by either party to enforce at any time any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

12. **Severability** The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve a party to this agreement from its obligation under, nor deprive a party to this agreement of the advantages of any other provisions of this Agreement.

13. **Entire Agreement** The foregoing contains the entire agreement of the parties hereto, and no modification thereof shall be binding upon the parties unless the same is in writing signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

NORTHERN LIGHTER PYROTECHNICS, INC.

By: PAUL MARCHIO

Title:

Date: 23 JAN 2017

CLIENT St. Francis Area Chamber of Commerce

By: Eric Schmoll

Title: President

Date: 2-2-2017

'aul D. Marchio
ILPI President
i/6/2009

3-MAR

City of St. Francis
Barb Held
City Clerk
02-06-2017

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

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Fax: (763) 427-0833
Bolton-Menk.com

February 3, 2017

City of St. Francis
Attn: Joe Kohlmann
City Administrator
23340 Cree St. NW
St. Francis, MN 55070-9390

RE: Pay Request No. 19
Wastewater Treatment Improvements
St. Francis, Minnesota
BMI Project No.: R21.109015

Dear Mr. Kohlmann:

Please find enclosed three copies of Pay Request No. 19 for the above referenced project. This pay request is primarily for ultraviolet disinfection installation, finish work, plumbing, HVAC and electrical work. The requested and certified amount is $349,147.00.

If you have any questions do not hesitate to call me at 612-840-6068.

Sincerely,

Bolton & Menk, Inc.

Paul Saffert

Paul Saffert, P. E.
Project Manager

PS/jo

cc: Paul Teicher, City of St. Francis

Enclosures (3 copies, signed Pay Request No. 19)

APPLICATION AND CERTIFICATE FOR PAYMENT

O:\Gregg\Current Jobs\St. Francis, MN\Pay Estimates\[Pay Estimate #19.xls]Summary Page

TO OWNER:	City of St. Francis 4058 St. Francis Blvd. NW St. Francis, MN 55070	PROJECT:	Wastewater Treatment Facility Improvements	APPLICATION NO.: PERIOD TO: PROJECT NO.: SUBSTANTIAL CONTRACT DATE:	19 12/28/16 to 1/27/17 R21.109015 03/20/17
CONTRACTOR:	Gridor Constr., Inc. 3990 27th Street SE Buffalo, MN 55313	ENGINEER:	Bolton & Menk, Inc. 7533 Sunwood Drive N.W. Ramsey, MN 55303	FINAL CONTRACT DATE:	05/19/17
CONTACT:	Gregg Schreiner	CONTACT:	Paul Saffert		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1.	ORIGINAL CONTRACT SUM..		$21,832,300.00
2.	Net change by Change Orders..................................		$0.00
3.	CONTRACT SUM TO DATE (Line 1 + Line 2)..............		$21,832,300.00
4.	TOTAL COMPLETED & STORED TO DATE..................		$20,152,319.00
5.	RETAINAGE: Securities in Lieu of Retainage		
	A. 0% of Completed to Date	$0.00	
	B. 0% of Stored Materials	$0.00	
	Total Retainage	$0.00	
6.	TOTAL EARNED LESS RETAINAGE............................ (Line 4 less Line 5 Total)		$20,152,319.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT......... (Line 6 from prior payment)		$19,803,172.00
8.	CURRENT PAYMENT DUE...		$349,147.00
9.	BALANCE TO FINISH, INCLUDING RETAINAGE............ (Line 3 less Line 6)		$1,679,981.00

CHANGE ORDER SUMMARY		ADDITIONS		DEDUCTIONS
Total changes approved in previous months by Owner: COs				
Total approved this month:				
	TOTALS:	$0.00		$0.00
NET CHANGES by Change Order:			$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

State of Minnesota

SHERI L FULLER Notary Public State of Minnesota My Commission Expires January 31, 2020

Subscribed and sworn to before me this 27th day of Jan, 2017

Notary Public: 1/31/2020 Commission Expiration

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.................................... $349,147.00

ENGINEER: Bolton & Menk, Inc.

By: Paul

Date: 2/3/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E Work Completed This Period Percent	E Work Completed This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 1									
1000.000	Mobilization Insurance & Bonds	$360,000	$360,000			$0	$360,000	100.0%	$0
1020.001	General Construction - Allowance	$250,000	$250,000			$0	$250,000	100.0%	$0
1020.002	Utility Service - Allowance	$25,000	$19,197			$0	$19,197	76.8%	$5,803
1020.003	Building Permit - Allowance	$150,000	$24,901			$0	$24,901	16.6%	$125,099
Subtotal for	Division 1	$785,000	$654,098			$0	$654,098	83.3%	$130,902
						check	$654,098		
Division 2									
2020.000	Biosolids Site Reclamation	$550,000	$181,500			$0	$181,500	33.0%	$368,500
2060.000	Demolition of Existing Wastewater Treatment Facilities	$40,000	$14,000	2.50%	$1,000	$0	$15,000	37.5%	$25,000
2100.000	Site Preparation	$50,000	$50,000			$0	$50,000	100.0%	$0
2110.000	Column Foundation Systems - Allowance	$2,450,000	$1,975,000	4.08%	$100,000	$0	$2,075,000	84.7%	$375,000
2120.000	Rammed Aggregate Pier Soils Reinforcement - Allowance					$0	$0	0.0%	$0
2210.000	Finish Grading	$30,000				$0	$0	0.0%	$30,000
2220.000	Excavating & Backfill	$1,100,000	$1,100,000			$0	$1,100,000	100.0%	$0
2221.000	Removing Pavement & Miscellaneous Structures	$20,000	$20,000			$0	$20,000	100.0%	$0
2330.000	Excavation & Embankment - Roadway & Pavement	$30,000	$28,000			$0	$28,000	93.3%	$2,000
2370.000	Storm Water Pollution Prevention Plan (SWPP)	$30,000	$29,000			$0	$29,000	96.7%	$1,000
2550.000	Site Utilities	$1,000,000	$1,000,000			$0	$1,000,000	100.0%	$0
2600.000	Roads, Walks & Curbs	$150,000	$50,000			$0	$50,000	33.3%	$100,000
2813.000	Design Build Irrigation System - Allowance	$150,000	$70,000			$0	$70,000	46.7%	$80,000
2830.000	Chain Link Fence & Gates	$15,000				$0	$0	0.0%	$15,000
2835.000	Modular Block Retaining Wall	$10,000	$6,000			$0	$6,000	60.0%	$4,000
2920.000	Soil Preparation, Seeding & Sodding	$40,000				$0	$0	0.0%	$40,000
2921.000	Prairie Restoration	$10,000				$0	$0	0.0%	$10,000
Subtotal for	Division 2	$5,675,000	$4,523,500.00		$101,000	$0	$4,624,500	81.49%	$1,050,500
		check				Check	$4,624,500		
Division 3									
3200.000	Concrete Reinforcement - 760 ton	$1,520,000	$1,520,000			$0	$1,520,000	100.0%	$0
3300.000	Cast in Place Concrete - 8600 cy	$3,440,000	$3,440,000			$0	$3,440,000	100.0%	$0
3400.000	Precast/ Prestressed Concrete - Tees/ Plank/ Wall Panels	$1,630,000	$1,630,000			$0	$1,630,000	100.0%	$0
Subtotal for	Division 3	$6,590,000	$6,590,000.00		$0	$0	$6,590,000	100.00%	$0
		check				Check	$6,590,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 4									
4810.000	Unit Masonry Assemblies	$0				$0	$0	0.0%	$0
Subtotal for	Division 4	$0	$0.00		$0	$0	$0	0.00%	$0
		check				Check	$0		
Division 5									
5100.000	Structural Metal	$30,000	$30,000			$0	$30,000	100.0%	$0
5500.000	Miscellaneous Metal Work	$140,000	$140,000			$0	$140,000	100.0%	$0
5520.000	Handrails & Railings	$50,000	$50,000			$0	$50,000	100.0%	$0
5521.000	Roof Hatches	$6,000	$6,000			$0	$6,000	100.0%	$0
Subtotal for	Division 5	$226,000	$226,000.00		$0	$0	$226,000	100.00%	$0
		check				Check	$226,000		
Division 6									
6100.000	Rough Carpentry	$10,000	$10,000			$0	$10,000	100.0%	$0
6200.000	Finish Carpentry	$1,000	$1,000			$0	$1,000	100.0%	$0
6400.000	Interior Architectural Woodwork	$1,000	$1,000			$0	$1,000	100.0%	$0
6410.000	Solids Surface Sills & Thresholds	$3,000	$3,000			$0	$3,000	100.0%	$0
Subtotal for	Division 6	$15,000	$15,000.00		$0	$0	$15,000	100.00%	$0
		check				Check	$15,000		
Division 7									
7150.000	Dampproofing	$5,000	$5,000			$0	$5,000	100.0%	$0
7190.000	Vapor Barrier	$5,000	$5,000			$0	$5,000	100.0%	$0
7210.000	Building Insulation	$20,000	$20,000			$0	$20,000	100.0%	$0
7535.000	Fully Adhered Membrane Roof System	$170,000	$170,000			$0	$170,000	100.0%	$0
7600.000	Flashing & Sheet Metal Work	$30,000	$30,000			$0	$30,000	100.0%	$0
7900.000	Caulking & Sealants	$20,000	$20,000			$0	$20,000	100.0%	$0
Subtotal for	Division 7	$250,000	$250,000.00		$0	$0	$250,000	100.00%	$0
		check				Check	$250,000		
Division 8									
8110.000	Doors & Frames	$50,000	$48,000	4.00%	$2,000	$0	$50,000	100.0%	$0
8360.000	Upward Acting Sectional Doors	$15,000	$15,000			$0	$15,000	100.0%	$0
8700.000	Hardware	$30,000	$28,000	6.67%	$2,000	$0	$30,000	100.0%	$0
8800.000	Glass & Glazing	$6,000	$5,000			$0	$5,000	83.3%	$1,000
Subtotal for	Division 8	$101,000	$96,000.00		$4,000	$0	$100,000	99.01%	$1,000
		check				Check	$100,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 9									
9111.000	Non-Load Bearing Steel Framing	$15,000	$15,000			$0	$15,000	100.0%	$0
9250.000	Gypsum Drywall	$25,000	$25,000			$0	$25,000	100.0%	$0
9310.000	Ceramic Tile	$8,000	$8,000			$0	$8,000	100.0%	$0
9500.000	Acoustical Ceiling System	$6,000	$5,500			$0	$5,500	91.7%	$500
9900.000	Wastewater Treatment Facility Painting	$350,000	$245,000			$0	$245,000	70.0%	$105,000
9930.000	Concrete Staining	$15,000	$15,000			$0	$15,000	100.0%	$0
Subtotal for	Division 9	$419,000	$313,500.00		$0	$0	$313,500	74.82%	$105,500
		check				Check	$313,500		
Division 10									
10110.000	Marker Board	$1,000	$1,000			$0	$1,000	100.0%	$0
10155.000	Toilet Compartment	$2,300	$2,300			$0	$2,300	100.0%	$0
10250.000	Safety Devices	$4,000				$0	$0	0.0%	$4,000
10260.000	Wall Surface Protection	$1,000		100.00%	$1,000	$0	$1,000	100.0%	$0
10400.000	Identifying Devices	$6,000				$1,037	$1,037	17.3%	$4,963
10800.000	Toilet Accessories	$2,000	$2,000			$0	$2,000	100.0%	$0
Subtotal for	Division 10	$16,300	$5,300.00		$1,000	$1,037	$7,337	45.01%	$8,963
		check				Check	$7,337		

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Division 11 & 12									
11214.000	Vertical Turbine Pumps	$160,000	$157,000			$0	$157,000	98.1%	$3,000
11245.000	Polymer Mix/ Feed System - Allowance	$235,000	$235,000			$0	$235,000	100.0%	$0
11246.000	Carbon Feed System - Allowance					$0	$0	0.0%	$0
11248.000	Ferric Chloride Feed System - Allowance					$0	$0	0.0%	$0
11265.000	Ultraviolet Disinfection - Allowance	$635,000		99.84%	$634,000	$0	$634,000	99.8%	$1,000
11280.000	Hydraulic Gates	$30,000	$30,000			$0	$30,000	100.0%	$0
11310.000	Centrifugal Wastewater Pumps	$120,000	$120,000			$0	$120,000	100.0%	$0
11311.000	Submersible Centrifugal Pumps	$110,000		4.55%	$5,000	$103,284	$108,284	98.4%	$1,716
11312.000	Recessed Impeller Vortex Pump	$25,000	$23,000			$0	$23,000	92.0%	$2,000
11318.000	Screw Impeller Centrifugal Pumps	$25,000	$24,000			$0	$24,000	96.0%	$1,000
11320.000	Grit Removal System	$54,000	$50,000	5.56%	$3,000	$0	$53,000	98.1%	$1,000
11321.000	Grit Separation System	$35,000	$34,000			$0	$34,000	97.1%	$1,000
11335.000	Fine Screen	$90,000	$88,000			$0	$88,000	97.8%	$2,000
11345.000	Chlorination/ Dechlorination Equipment - Allowance					$0	$0	0.0%	$0
11351.000	Clarifier Equipment - Suction Type Clarifier	$200,000	$198,000	1.00%	$2,000	$0	$200,000	100.0%	$0
11373.000	Blower System (PD w/ Enclosure)	$290,000	$288,000			$0	$288,000	99.3%	$2,000
11374.000	Fine Pore Membrane Aeration Equipment	$85,000	$83,000			$0	$83,000	97.6%	$2,000
11385.000	Coarse Bubble Aearation System	$85,000	$85,000			$0	$85,000	100.0%	$0
11386.000	Rapid Mixers	$13,000	$12,000			$0	$12,000	92.3%	$1,000
11387.000	Submersible Mixers	$55,000	$53,000			$0	$53,000	96.4%	$2,000
11600.001	Laboratory Equipment	$46,000				$0	$0	0.0%	$46,000
11600.002	Laboratory Equipment - Allowance	$25,000				$0	$0	0.0%	$25,000
11630.000	Automatic Sampler	$39,000		97.44%	$38,000	$0	$38,000	97.4%	$1,000
12300.000	Furnishings - Allowance	$25,000				$0	$0	0.0%	$25,000
12346.000	Casework	$30,000	$30,000			$0	$30,000	100.0%	$0
Subtotal for	Division 11 & 12	$2,412,000	$1,510,000.00		$682,000	$103,284	$2,295,284	95.16%	$116,716
		check							
Division 13									
13126.000	Circular Tank Covers	$290,000	$290,000			$0	$290,000	100.0%	$0
13211.000	Water Storage Tank Disinfection	$1,000				$0	$0	0.0%	$1,000
13222.000	Filter Underdrain System	$90,000	$90,000			$0	$90,000	100.0%	$0
13226.000	Filter Media & Gravel	$30,000	$30,000			$0	$30,000	100.0%	$0
13228.000	Filter Washwater Troughs	$30,000	$30,000			$0	$30,000	100.0%	$0
13852.000	Grating	$30,000	$25,000	16.67%	$5,000	$0	$30,000	100.0%	$0
Subtotal for	Division 13	$471,000	$465,000.00		$5,000	$0	$470,000	99.79%	$1,000
		check				Check	$470,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 14									
14300.000	Hoisting Equipment	$12,000	$12,000			$0	$12,000	100.0%	$0
14620.000	Portable Hoist	$4,000				$0	$0	0.0%	$4,000
Subtotal for	Division 14	$16,000	$12,000.00		$0	$0	$12,000	75.00%	$4,000
		check							
Division 15									
15050.000	Industrial Hose & Fittings	$6,000				$0	$0	0.0%	$6,000
15060.000	Process Pipe & Pipe Fittings	$855,000	$850,000	0.58%	$5,000	$0	$855,000	100.0%	$0
15100.000	Valves	$400,000	$400,000			$0	$400,000	100.0%	$0
15101.000	Electric Valve Actuators					$0	$0	0.0%	$0
15102.000	Pneumatic Valve Actuators					$0	$0	0.0%	$0
15130.000	Gauges	$20,000	$20,000			$0	$20,000	100.0%	$0
15140.000	Supports & Anchors	$90,000	$89,000	1.11%	$1,000	$0	$90,000	100.0%	$0
15250.000	Mechanical Insulation	$40,000	$35,000			$0	$35,000	87.5%	$5,000
15400.000	Plumbing	$440,000	$363,600	6.00%	$26,400	$0	$390,000	88.6%	$50,000
15500.000	Heating/ Ventilating & Air Conditioning	$530,000	$417,700	19.87%	$105,300	$0	$523,000	98.7%	$7,000
15510.000	Hydronic Heating Systems	$300,000	$288,000			$0	$288,000	96.0%	$12,000
15950.000	HVAC Controls	$50,000	$30,000	30.00%	$15,000	$0	$45,000	90.0%	$5,000
15990.000	TAB	$5,000				$0	$0	0.0%	$5,000
Subtotal for	Division 15	$2,736,000	$2,493,300.00		$152,700	$0	$2,646,000	96.71%	$90,000
		check				Check	$2,646,000		
Division 16									
16010.000	Electrical General Provisions	$50,000	$48,200		$1,800	$0	$50,000	100.0%	$0
16100.000	Basic Materials & Methods	$220,000	$188,200		$26,100	$0	$214,300	97.4%	$5,700
16200.000	Power Generation System	$200,000	$200,000			$0	$200,000	100.0%	$0
16400.000	Electrical Distribution	$250,000	$184,500		$2,000	$0	$186,500	74.6%	$63,500
16500.000	Lighting	$80,000	$72,900		$7,100	$0	$80,000	100.0%	$0
16700.000	Special Systems	$20,000	$13,300		$4,500	$0	$17,800	89.0%	$2,200
16900.000	Starters & Motor Control	$250,000	$233,300		$6,500	$0	$239,800	95.9%	$10,200
16950.001	Instrumentation & Control	$1,000,000	$949,000		$11,200	$0	$960,200	96.0%	$39,800
16950.002	Computer - Allowance	$50,000				$0	$0	0.0%	$50,000
Subtotal for	Division 16	$2,120,000	$1,889,400.00		$59,200	$0	$1,948,600	91.92%	$171,400
		check				Check	$1,948,600		
	Grand Total	$21,832,300	$19,043,098		$1,004,900	$104,321	20,152,319	92.31%	$1,679,981

W.T.F.I. - St. Francis, MN

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 19
Period Ending: 1/27/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
	Grand Totals	**$21,832,300**								
1000.000	Mobilization Insurance & Bonds	$360,000								
1020.001	General Construction - Allowance	$250,000	$39,427			$39,427	$39,427		$39,427	
1020.002	Utility Service - Allowance	$25,000								
1020.003	Building Permit - Allowance	$150,000								
Subtotal for	Division 1	$785,000	$39,427	$0		$39,427	$39,427	$0	$39,427	$0
Division 2										
2020.000	Biosolids Site Reclamation	$550,000								
2060.000	Demolition of Existing Wastewater Treatment Facilities	$40,000								
2100.000	Site Preparation	$50,000								
2110.000	Column Foundation Systems - Allowance	$2,450,000	$159,030			$159,030	$159,030		$159,030	
2120.000	Rammed Aggregate Pier Soils Reinforcement - Allowance									
2210.000	Finish Grading	$30,000								
2220.000	Excavating & Backfill	$1,100,000								
2221.000	Removing Pavement & Miscellaneous Structures	$20,000								
2330.000	Excavation & Embankment - Roadway & Pavement	$30,000								
2370.000	Storm Water Pollution Prevention Plan (SWPP)	$30,000								
2550.000	Site Utilities	$1,000,000	$560,675			$560,675	$560,675		$560,675	
2600.000	Roads, Walks & Curbs	$150,000								
2813.000	Design Build Irrigation System - Allowance	$150,000	$280			$280	$280		$280	
2830.000	Chain Link Fence & Gates	$15,000								
2835.000	Modular Block Retaining Wall	$10,000								
2920.000	Soil Preparation, Seeding & Sodding	$40,000								
2921.000	Prairie Restoration	$10,000								
Subtotal for	Division 2	$5,675,000	$719,985	$0		$719,985	$719,985	$0	$719,985	$0
Division 3										
3200.000	Concrete Reinforcement - 760 ton	$1,520,000	$836,494			$836,494	$836,494		$836,494	
3300.000	Cast In Place Concrete - 8600 cy	$3,440,000								
3400.000	Precast/ Prestressed Concrete - Tees/ Plank/ Wall Panels	$1,630,000	$1,299,056			$1,299,056	$1,299,056		$1,299,056	
Subtotal for	Division 3	$6,590,000	$2,135,550	$0		$2,135,550	$2,135,550	$0	$2,135,550	$0
Division 4										
4810.000	Unit Masonry Assemblies	$0								
Subtotal for	Division 4	$0	$0	$0		$0	$0	$0	$0	$0
Division 5										
5100.000	Structural Metal	$30,000	$5,000			$5,000	$5,000		$5,000	
5500.000	Miscellaneous Metal Work	$140,000	$117,655			$117,655	$117,655		$117,655	
5520.000	Handrails & Railings	$50,000	$49,828			$49,828	$49,828		$49,828	
5521.000	Roof Hatches	$6,000	$5,140			$5,140	$5,140		$5,140	
Subtotal for	Division 5	$226,000	$177,623	$0		$177,623	$177,623	$0	$177,623	$0
Division 6										
6100.000	Rough Carpentry	$10,000								
6200.000	Finish Carpentry	$1,000								
6400.000	Interior Architectural Woodwork	$1,000	$500			$500	$500		$500	
6410.000	Solids Surface Sills & Thresholds	$3,000	$2,500			$2,500	$2,500		$2,500	
Subtotal for	Division 6	$15,000	$3,000	$0		$3,000	$3,000	$0	$3,000	$0

W.T.F.I. - St. Francis, MN

Stored Materials & Equipment Summary

Grider Constr., Inc.
3890 27th Street SE
Buffalo, MN 55313

Pay Req. No. 19
Period Ending: 1/27/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining In Storage
Division 7										
7150.000	Dampproofing	$5,000								
7190.000	Vapor Barrier	$5,000								
7210.000	Building Insulation	$20,000								
7535.000	Fully Adhered Membrane Roof System	$170,000								
7600.000	Flashing & Sheet Metal Work	$30,000								
7900.000	Caulking & Sealants	$20,000								
Subtotal for	Division 7	$250,000	$0	$0		$0	$0	$0	$0	$0
Division 8										
8110.000	Doors & Frames	$50,000	$41,000			$41,000	$41,000		$41,000	
8360.000	Upward Acting Sectional Doors	$15,000								
8700.000	Hardware	$30,000	$16,900			$16,900	$16,900		$16,900	
8800.000	Glass & Glazing	$6,000								
Subtotal for	Division 8	$101,000	$57,900	$0		$57,900	$57,900	$0	$57,900	$0
Division 9										
9111.000	Non-Load Bearing Steel Framing	$15,000								
9250.000	Gypsum Drywall	$25,000								
9310.000	Ceramic Tile	$8,000								
9500.000	Acoustical Ceiling System	$6,000								
9900.000	Wastewater Treatment Facility Painting	$350,000								
9930.000	Concrete Staining	$15,000								
Subtotal for	Division 9	$419,000	$0	$0		$0	$0	$0	$0	$0
Division 10										
10110.000	Marker Board	$1,000								
10155.000	Toilet Compartment	$2,300	$1,329			$1,329	$1,329		$1,329	
10250.000	Safety Devices	$4,000								
10260.000	Wall Surface Protection	$1,000								
10400.000	Identifying Devices	$6,000	$1,037			$1,037				$1,037
10800.000	Toilet Accessories	$2,000								
Subtotal for	Division 10	$16,300	$2,366	$0		$2,366	$1,329	$0	$1,329	$1,037
Division 11 & 12										
11214.000	Vertical Turbine Pumps	$160,000	$149,975			$149,975	$149,975		$149,975	
11245.000	Polymer Mix/ Feed System - Allowance	$235,000	$235,000			$235,000	$235,000		$235,000	
11246.000	Carbon Feed System - Allowance									
11248.000	Ferric Chloride Feed System - Allowance									
11265.000	Ultraviolet Disinfection - Allowance	$635,000	$632,052			$632,052		$632,052	$632,052	
11280.000	Hydraulic Gates	$30,000	$21,457			$21,457	$21,457		$21,457	
11310.000	Centrifugal Wastewater Pumps	$120,000								
11311.000	Submersible Centrifugal Pumps	$110,000	$103,284			$103,284				$103,284
11312.000	Recessed Impeller Vortex Pump	$25,000	$21,792			$21,792	$21,792		$21,792	
11318.000	Screw Impeller Centrifugal Pumps	$25,000								
11320.000	Grit Removal System	$54,000	$37,406			$37,406	$37,406		$37,406	
11321.000	Grit Separation System	$35,000	$20,000			$20,000	$20,000		$20,000	
11335.000	Fine Screen	$90,000	$78,469			$78,469	$78,469		$78,469	
11345.000	Chlorination/ Dechlorination Equipment - Allowance									
11351.000	Clarifier Equipment - Suction Type Clarifier	$200,000	$167,535			$167,535	$167,535		$167,535	
11373.000	Blower System (PD w/ Enclosure)	$290,000	$285,000			$285,000	$285,000		$285,000	
11374.000	Fine Pore Membrane Aeration Equipment	$85,000	$66,407			$66,407	$66,407		$66,407	
11385.000	Coarse Bubble Aearation System	$85,000	$61,407			$61,407	$61,407		$61,407	
11386.000	Rapid Mixers	$13,000	$12,000			$12,000	$12,000		$12,000	
11387.000	Submersible Mixers	$55,000	$48,581			$48,581	$48,581		$48,581	
11600.001	Laboratory Equipment	$46,000								
11600.002	Laboratory Equipment - Allowance	$25,000								
11630.000	Automatic Sampler	$39,000	$23,701			$23,701		$23,701	$23,701	
12300.000	Furnishings - Allowance	$25,000								
12346.000	Casework	$30,000								
Subtotal for	Division 11 & 12	$2,412,000	$1,964,066	$0		$1,964,066	$1,205,029	$655,753	$1,860,782	$103,284

W.T.F.I. - St. Francis, MN

Stored Materials & Equipment Summary

Grider Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 19
Period Ending: 1/27/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 13										
13126.000	Circular Tank Covers	$290,000	$178,516			$178,516	$178,516		$178,516	
13211.000	Water Storage Tank Disinfection	$1,000								
13222.000	Filter Underdrain System	$90,000	$80,000			$80,000	$80,000		$80,000	
13226.000	Filter Media & Gravel	$30,000								
13228.000	Filter Washwater Troughs	$30,000	$27,359			$27,359	$27,359		$27,359	
13852.000	Grating	$30,000								
Subtotal for	Division 13	$471,000	$285,875	$0		$285,875	$285,875	$0	$285,875	$0
Division 14										
14300.000	Hoisting Equipment	$12,000	$9,264			$9,264	$9,264		$9,264	
14620.000	Portable Hoist	$4,000								
Subtotal for	Division 14	$16,000	$9,264	$0		$9,264	$9,264	$0	$9,264	$0
Division 15										
15050.000	Industrial Hose & Fittings	$6,000								
15060.000	Process Pipe & Pipe Fittings	$855,000	$600,072			$600,072	$600,072		$600,072	
15100.000	Valves	$400,000	$339,180			$339,180	$339,180		$339,180	
15101.000	Electrical Valve Actuators									
15102.000	Pneumatic Valve Actuators									
15130.000	Gauges	$20,000								
15140.000	Supports & Anchors	$90,000	$11,771			$11,771	$11,771		$11,771	
15250.000	Mechanical Insulation	$40,000								
15400.000	Plumbing	$440,000	$15,000			$15,000	$15,000		$15,000	
15500.000	Heating/ Ventilating & Air Conditioning	$530,000	$171,663			$171,663	$171,663		$171,663	
15510.000	Hydronic Heating Systems	$300,000								
15950.000	HVAC Controls	$50,000								
15990.000	TAB	$5,000								
Subtotal for	Division 15	$2,736,000	$1,137,686	$0		$1,137,686	$1,137,686	$0	$1,137,686	$0
Division 16										
16010.000	Electrical General Provisions	$50,000								
16100.000	Basic Materials & Methods	$220,000								
16200.000	Power Generation System	$200,000								
16400.000	Electrical Distribution	$250,000								
16500.000	Lighting	$80,000	$70,715			$70,715	$70,715		$70,715	
16700.000	Special Systems	$20,000								
16900.000	Starters & Motor Control	$250,000								
16950.001	Instrumentation & Control	$1,000,000	$60,000			$60,000	$60,000		$60,000	
16950.002	Computer - Allowance	$50,000								
Subtotal for	Division 16	$2,120,000	$60,000	$0		$60,000	$60,000	$0	$60,000	$0
	Grand Totals	$21,832,300	$6,592,742	$0		$6,592,742	$5,832,668	$655,753	$6,488,421	$104,321

PAY EST. #19
ITEM - DIV. 16
FOR REFERENCE
ONLY.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document Page: 1 OF 2

TO OWNER:	GRIDOR CONSTR., INC. 3990 27TH STREET SE BUFFALO, MN 55313	PROJECT:	ST FRANCIS WWTP	APPLICATION NO: APPLICATION DATE: PERIOD TO:	15 1-18-17 1-31-17
FROM CONTR:	KILLMER ELECTRIC CO., INC. 5141 LAKELAND AVE. NO. CRYSTAL, MN 55429	VIA ARCHITECT:		CONTRACT DATE: KILLMER JOB #	7-13-15 23405

CONTRACT FOR: BID CATEGORY - ELECTRICAL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet G703, is attached.

1. ORIGINAL CONTRACT SUM			$2,068,000.00
2. Net change by Change Orders			$33,064.86
3. CONTRACT SUM TO DATE			$2,101,064.86
4. TOTAL COMPLETED & STORED TO DATE			$1,928,745.09
5. RETAINAGE:	5%		
a. % of Completed Work		$96,437.25	
b. % of Stored Material		$0.00	
Total Retainage			$96,437.25
6. TOTAL EARNED LESS RETAINAGE			$1,832,307.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			$1,775,307.84
8. CURRENT PAYMENT DUE			$57,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		$268,757.02	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$10,480.76	$0
Total approved this Month	$22,584	$0
TOTALS	$33,064.86	$0
NET CHANGES by Change Order		$33,064.86

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

The undersigned Contract certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: KILLMER ELECTRIC CO., INC.

By: [signature] Date: 1/18/2017

State of: Minnesota
County of: Hennepin
Subscribed and sworn to before me this 18th day of JAN. 2017

BRIAN F BAKK
Notary Public
Minnesota
My Commission Expires January 31, 2020

Notary Public: [signature]
My Commission expires: 1-31-20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $________

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: ________ Date: ________

APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NUMBER: 15
APPLICATION DATE: 1-18-17
PERIOD TO: 1-31-17

ST FRANCIS WWTP

A	B	C	D	E	F	G		H	I
			Work Completed						
ITEM NO.	DESCRIPTION OF WORK BASE BID	SCHEDULED VALUE	PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETE & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	GENERAL CONDITIONS	68,000.00	35,950.00	4,000.00		39,950.00	59%	28,050.00	
	BASIC MATERIALS AND METHODS	215,000.00	158,100.00	21,000.00		179,100.00	83%	35,900.00	
	MOTORS	24,100.00	16,680.00	2,100.00		18,780.00	78%	5,320.00	
	POWER GENERATION SYSTEM	215,000.00	215,000.00			215,000.00	100%	-	
	ELECTRIC DISTRIBUTION	146,400.00	140,500.00	1,800.00		142,300.00	97%	4,100.00	
	LIGHTING	124,600.00	105,155.00	7,500.00		112,655.00	90%	11,945.00	
	SPECIAL SYSTEMS	16,900.00	11,400.00	4,500.00		15,900.00	94%	1,000.00	
	STARTERS AND MOTOR CONTROL	722,000.00	688,272.00	6,500.00		694,772.00	96%	27,228.00	
	INSTRUMENTATION AND CONTROL	536,000.00	489,428.09	11,200.00		500,628.09	93%	35,371.91	
CO #1	CHANGE ORDER NO. 1	5,860.00	5,860.00			5,860.00	100%	-	
CO #2	CHANGE ORDER NO. 2	4,620.76	2,400.00			2,400.00	52%	2,220.76	
CO #3	CHANGE ORDER NO. 3	2,259.54		1,400.00		1,400.00	62%	859.54	
CO #4	CHANGE ORDER NO. 4	5,582.45				-	0%	5,582.45	
CO #5	CHANGE ORDER NO. 5	14,742.11				-	0%	14,742.11	
	TOTALS	2,101,064.86	1,868,745.09	60,000.00	-	1,928,745.09	92%	172,319.77	0

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4D

TO: Joe Kohlmann, City Administrator

FROM: Barb Held, City Clerk

SUBJECT: **Temporary On-Sale Liquor License**

DATE: February 21, 2017

OVERVIEW:

St. Francis Lions Club is asking for City approval to sell strong beer/wine coolers during Pioneer Days this year, June 9-11th in Community Park. In the past, they have had a permit for only 3.2 malt beverages in the Park. With this Temporary On-Sale Liquor License they have the option of selling craft beer/wine and liquor if they so choose. The Lions Club does carry liquor liability insurance and the certificate is attached. For historic purposes, the St. Francis Jaycees also had this type of permit when they sold beverages in Community Park during past Pioneer Days. Also with that, previous City Councils have waived all fees for these types of licenses during Pioneer Days. This application does need City Council approval before it is sent to the Department of Public Safety-Alcohol and Gambling Enforcement Division for their approval.

ACTION TO BE CONSIDERED:

Consideration to approve the St. Francis Lions Club Temporary On-Sale Liquor License for three (3) days during Pioneer Days June 9-11th and waiving the fee.

BUDGET IMPLICATION:

none

Attachments:

- Certificate of Liability Insurance
- Letter from Lions Club asking to waive the fee

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	Tax exempt number
St. Francis Lions	Jan 1, 1968	

Address	City	State	Zip Code
PO Box 173	St. Francis	Minnesota	55070

Name of person making application	Business phone	Home phone
Kristin Ferguson	763-753-1265	763-300-0017

Date(s) of event: June 9, 10, 11th, 2017

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit

Organization officer's name	City	State	Zip Code
Kristin Ferguson	St. Francis	Minnesota	55070
		Minnesota	
		Minnesota	
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
22825 St. Francis Blvd. NW St. Francis (Community Park)

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
West Bend Mutual Insurance Company Policy #A107860
1900 South 18th Avenue Policy Period 1/1/2017-1/1/2018
West Bend WI 53095

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

St. Francis Lions

P.O. Box 173
St. Francis, MN 55070

To: St. Francis City Council 2/9/17

From: St. Francis Lions Club

During the St. Francis Pioneer Days on 6/9/17 to 6/11/17 we respectfully request that the City Council wave the fee for the permit for a temporary on-sale liquor license while we, the Lions, are participating in this 3-day community event.

Respectfully,

St. Francis Lions

Lion Vice President, Kristin Ferguson

Kristin Ferguson

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2016

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

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

PRODUCER
West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend WI 53095

CONTACT NAME: Customer Care Rep
PHONE (A/C, No, Ext): (866)926-4244
FAX (A/C, No): (262)365-2200
E-MAIL ADDRESS: customercare@wbmi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Insurance Company	15350
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
St Francis Lions Club
PO Box 173

Saint Francis MN 55070

COVERAGES CERTIFICATE NUMBER: CL16112821427 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			A107856	1/1/2017	1/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							FUNGI	$ 50,000
	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			A107860	1/1/2017	1/1/2018	Each Common Cause	$1,000,000
							Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
St Francis City Hall is listed as additional insured regarding General Liability.

CERTIFICATE HOLDER

St Francis City Hall
23340 Cree St NW
St Francis, MN 55070-9390

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lori Heine/LHEIN Lori Heine

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4E

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Planning Commissioner Extension

DATE: February 16, 2017

OVERVIEW:

The Planning Commission has seven commissioners, each with a three year term. On December 31, 2016 Commissioner Brittney Berndt term expired. Ms. Berndt has requested an extension of an additional three years of her term.

Ms. Berndt has participated as our Vice Chair and has exceptional attendance for meeting history. She has been an asset to our city in decisions that have been brought before the Planning Commission.

At the end of 2017 there will be three additional positions that will expire. Information will be placed on the City Website for interested candidates and this item will be brought back to Council in the fall.

ACTION TO BE CONSIDERED:

Extend the Planning Commission position to Brittney Berndt until 12/31/2019.

BUDGET IMPLICATION:

None

Attachments:

Letter of Request from Brittney Berndt

St. Francis City Hall
23340 Cree St. NW
St. Francis, MN 55070

02/15/2017

To whom it may concern,

I am interested in having my term on the planning and zoning commission extended from 12/31/2016 to 12/31/2019. I enjoy having an input on shaping our city in to an amazing place to live and work in. Thank you for your consideration on this matter.

Sincerely,

Brittney Berndt

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4F

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Business Application – Amusement License

DATE: February 16, 2017

OVERVIEW:

Attached is an application for an Amusement Devices - Business License request. This is a new business to St. Francis that is not only unique but leading in technology for the amusement device field. The business will be a virtual reality arcade that offers time for individuals to use the equipment to game. This business will be located within the St. Francis City Centre Mall.

As outlined in City Code Chapter 6 – Section 2, this type of business is required to register to meet license requirements. As outlined within the City Fee Schedule, the cost for the license is set at $15.00 per location plus and additional $15.00 per device being utilized.

ACTION TO BE CONSIDERED:

Action to be considered is approval of the attached application.

BUDGET IMPLICATION:

Attachments:
Amusement Machine License Application

City of
St. Francis

23340 Cree Street NW, St. Francis, MN 55070
763-753-2630 FAX: 763-753-9881

AMUSEMENT MACHINE LICENSE APPLICATION

$15.00 Per location plus $15.00 per machine

NAME OF BUSINESS Virtual Reality Arcade

STREET ADDRESS 23168 St. Francis Blvd. NW, St. Francis, Minnesota 55070

MAILING ADDRESS 23610 Mohican St. NW Saint Francis, MN 55070

NAME OF OWNER Kyle Kling

BUSINESS PHONE 612-207-6634 HOME PHONE ______

MACHINE VENDOR None

MAILING ADDRESS ______

______ PHONE ______

TYPE OF MACHINE:	NUMBER OF MACHINES:
HTC Vive Headset	4

I hereby certify that all information contained in this application is true and correct. I understand that false information is cause for denial or revocation of the license.

2/16/17	Kyle Kling	CEO
Date	Signature	Title

****

Receipt # ______ Date ______ Amount ______

Sales Tax Form ______ Worker's Comp Form ______

Fire Dept. Inspection ______

Police Dept. ______

License # ______ Council Approved: ______

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 G

TO: Joe Kohlmann, City Administrator

FROM: Paul Teicher, public Works Director

SUBJECT: **Interim Wastewater Class A Operator**

DATE: 2-21-17

OVERVIEW: Our new wastewater treatment plant is a Class A facility. Because of this, MPCA and State Statutes requires we have a Class A operator listed as the operator with direct responsibility for the operation of the facility 60 days prior to the full operation of the facility. Our intention has always been to have our own staff acquire the Class A license for the operation of the facility. With the favorable weather we have had for the entire construction period of the facility, we will be able to put the new facility on line sooner than planned. This however does not line up with city staffs schedule for testing and acquiring the Class A license required by MPCA. City Staff has checked a couple of options for bridging the gap of startup of the facility and testing for the Class A license. Our best option is to temporarily use another operator's license for a short period of time until our staff can acquire the Class A license meeting the MPCA recommended minimum requirements as listed in the Contract Operator Guidelines. City Staff is schedule to take the Class A license exam in the beginning of March.

ACTION TO BE CONSIDERED: Council may consider entering into the temporary Service Agreement with Kluver Consulting. This agreement can be terminated as soon as City Staff receives notice of staff passing the Class A exam from MPCA.

BUDGET IMPLICATION: Minimal, per the agreement and guidelines, the Class A Operator would be paid on a "as needed" basis and would not have to be onsite until the facility is fully operational.

Attachments: Service Agreement, MPCA WWTP Operator Guidelines.

Minnesota Pollution Control Agency

Wastewater Treatment Facility
Contract Operator Guidelines
April 2009

Minn. Stat. §§ 115.71 - 115.77 and Minn. R. ch. 9400 require that the person who has direct responsibility for the operation of a wastewater facility be properly certified. It is allowable to contract with a properly certified operator to meet this requirement provided the contract is submitted to the Commissioner of the Minnesota Pollution Control Agency (MPCA). In order to fulfill the certification requirement, the contract must specify the number of visits that the certified operator will make and the length of each visit. Because each facility is unique and has different management needs, it is difficult to establish set criteria. Although each situation will be reviewed individually, the following table presents recommended minimums. It is recommended that each visit be a minimum of two hours in length and at the following frequency:

Facility Classification	Number of Visits
D	1/month December - February 1/two weeks March - November
C	1/week
B	2/week
A	3/week

It is emphasized that these hours do NOT include the time needed to actually do facility operation and maintenance, only to direct those activities.

In addition, the contract must include the following items:

1. the certified operator's name and certificate number (and company name if appropriate);
2. the period covered by the contract and provisions for renewal;
3. the duties and responsibilities of the certified operator;
4. the duties and responsibilities of the permittee; and
5. provisions for notifying the MPCA 30 days in advance of termination if the contract is terminated prior to the expiration date.

Please submit a copy of the contract to:

Dianne Navratil
Certification and Training
Minnesota Pollution Control Agency
520 Lafayette Road
St. Paul, Minnesota 55155-4194
(651) 757-2599
(800) 657-3864

CONTRACT SERVICING AGREEMENT

THIS AGREEMENT, made by and between the City of St. Francis, a municipal Corporation organized and existing under the laws of the State of Minnesota, ("City") and Kluver Consulting, ("Contractor") is made pursuant to the terms and conditions set forth herein:

1. Scope of Work. City engages Contractor to serve as Interim Wastewater Treatment Plant Superintendent for the City and perform the services described on the attached Exhibit "A" which is incorporated by reference as if fully set forth herein. The manner in which these services shall be performed and the length of time required to perform said services is in the sole discretion of Contractor but shall be in compliance with MPCA guidelines.

2. Terms of Agreement. The term of this Agreement shall be for a period commencing on February 1, 2017 and terminating when the City's employee obtains a Class A Wastewater Certificate. Prior to such date, with reasonable cause, either party may terminate this Agreement.

3. Extension of Agreement. This Agreement may be extended by written Agreement of the parties for subsequent terms.

4. Payment of Services. City shall pay Contractor the sum of Two Hundred Fifty and No/100 Dollars ($ 250.00) per month to provide a Class A Wastewater Certificate until the Wastewater Plant is online and operational, after that point the City will pay contractor Fifty Five Dollars per hour ($55.00/hr.) and mileage at a rate of Fifty Five cents per mile ($ .55/ mile). Contractor shall submit monthly invoices for payment. Each invoice shall state the dates and mileage of the performance period covered by the invoice. The City shall make payment to Contractor within twenty-five days following submission of the invoice to the City, if the invoice is not incorrect, defective, or otherwise improper, the City will notify the Contractor within ten days of receiving the incorrect invoice. Upon receiving corrected invoice from the Contractor, the City will make payment as described above. The City may refuse to pay any claim which is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payment. In the event this Agreement is terminated before the completion of services, the City shall pay to Contractor for services provided in a satisfactory manner, a sum based upon the actual time spent at the rate stated above.

5. Authorized Representative. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To Contractor:	To the City:
Kluver Consulting 44327 Heinen Court Sauk Centre, MN. 56378	Attn: Public Works Director City of St.Francis 4058 St. Francis, Blvd NW St.Francis, MN. 55070

6. Compliance with Laws/Standards. Contractor shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Contractor is responsible. Contractor shall procure and maintain, at its own expense, all licenses required by the MPCA for operation of wastewater treatment plant for the City. Contractor's certificate number for its Class A license is **A-5407.** Contractor shall inform the City of any changes in the above within five days of occurrence. The Contractor, in its absence, is responsible for having a properly licensed operator on duty to perform all functions the Contractor is responsible to perform in accordance with this Agreement.

7. Subcontractors of Contractor. Contractor shall not enter in any subcontract for the performance of the services contemplated under this Agreement not assign any interest in the Agreement without prior written consent of the City and subject to such conditions and provisions as it deems necessary, except as stated in Section 5. The subcontracting or assigning part shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed upon with the City.

8. Employees and Subcontractor of Contractor. The Contractor shall be solely responsible for paying all of his employees or subcontractors. The Contractor shall be solely responsible for paying any and all taxes, FICA, worker's compensation, unemployment compensation, medical insurance, life insurance, vacations, holidays, pensions, profit sharing plans and any other benefits for the Contractor and his employees, servants or agents.

9. Independent Contractor Status. Contractor is an independent contractor and is not an employee, servant, agent, partner, sales representative or joint venture of the City. It shall be Contractor's sole responsibility to determine the means and timing by which it accomplishes the services which it must perform under this Agreement. The City is not responsible for withholding and shall not withhold FICA or taxes of any kind from payments which it owes Contractor. Neither the Contractor nor his employees or subcontractors shall be entitled to workers compensation, unemployment compensation, medical insurance, paid vacations, paid holiday, pensions, profit sharing plans or social security, PERA, or any other employee benefits because of any services provided for the City under this Agreement.

10. Equipment, Materials and Supplies. It shall be the responsibility of Contractor to provide all equipment, materials and supplies necessary for providing the services specified herein.

11. Reimbursement of Expenses. Contractor shall be solely responsible for all expenses incurred by performance of the obligations set forth in this Agreement. The City will not reimburse Contractor for any expenses incurred. Contractor covenants that he currently has a State of Minnesota Certificate number for all permits required to act as the interim Superintendent for the City and Contractor agrees to take all steps necessary to maintain said certificates during the duration of this Agreement at his own expense.

12. \Best Efforts of Contractor. It is anticipated that Contractor will use his best efforts to perform the obligations set forth herein. Nothing in this Agreement precludes Contractor from undertaking any other contract or performing any other services for third parties.

13. Termination. This Agreement may terminated with or without cause, by either party, upon written notice. Notice of termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice of terminations is deemed effective upon delivery to the address of the party as stated in Section 5. Termination of this Agreement shall not discharge any liability, responsibility, or right of any party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

14. Contract Rights/Remedies. All remedies available to either party under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

15. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the City and Contractor.

16. Notifications. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only after they have been reduced to writing and signed by authorized representatives of the City and Contractor. The City shall notify the MPCA at least 30 days in advance of the contract termination if this Agreement is terminated prior to the expiration date.

17. Indemnity. Contractor shall indemnify and hold harmless the City from and against any and all liability, loss, damage, cost, or expense (including reasonable attorney's fees) arising out of or relating to Contractor's performance of services identified in paragraph 1, or which the City may incur or sustain by reason of any malpractice, negligence, or other legal liability of Contractor.

18. Choice of Law. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with laws of the State of Minnesota and any actions shall be venued in the State of Minnesota, County of Anoka.

19. Dispute Resolution. Before bringing any action or legal proceeding of an kind with respect to this Agreement, Contractor will promptly notify the City of any dispute he has with the City under this Agreement. No action or legal proceeding of any kind will be brought by Contractor against the City until: 1) both parties conduct an investigation or study of the dispute or disagreement; 2) a meeting between parties is held to try to resolve the dispute; and 3) if after such meeting takes place, one of the parties sends a letter to the other stating that it is unable to resolve the matter in dispute.

20. Miscellaneous. This is the entire agreement of the parties. All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any court of general jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. This Agreement maybe amended, only in writing, signed and notarized by both parties.

CITY OF ST. FRANCIS

Dated:__________ By: ____________________

Its:____________________

CONTRACTOR

Dated: February 12, 2017 By: Greg Kluver

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____day of February, 2017, by _______________________the __________of the City of St. Francis, a municipal corporation.

____

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Carver)

The foregoing instrument was acknowledged before me 13th day of February, 2017, by Greg Kluver the Principle of Kluver Consulting.

Notary Public

JANELL LISA GILDEMEISTER
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2021

EXHIBIT "A"

1. Perform and provide technical training to the City staff on treatment process, preventative maintenance techniques, and safety awareness.

2. Perform monitoring, sampling, analyzing, and reporting as required by the Minnesota Pollution Control Agency (MPCA) with respect to the NPDES permit for the wastewater treatment.

3. Perform and train City's staff on the daily operations of the wastewater treatment facility.

4. Assist in developing an annual budget for all utilities, consumable supplies, chemicals, vehicle fuel, and materials and services necessary for safe and efficient day to day operations.

5. Provide a liaison between the City of St. Francis and the MPCA in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.

6. Provide supervision to the City's staff for maintaining cleanliness of process equipment at the wastewater plant.

7. Assist the City with any area groups concerned with a facet of the operations, including tours and other public relation programs.

8. Certify the monthly wastewater monitoring and operation reports to the MPCA.

9. Contract to be on-site as required by the MPCA for six hours per week. (This will be affective after the WWTF is on line and operational.)

10. Provide daily operations of the wastewater treatment facility (except for holidays and weekends.)

11. Answer and provide wastewater operations assistance via telephone on an as needed basis to the City Staff. Time spent will be charged on an hourly basis.

12. Operate and maintain the wastewater treatment facility in a manner consistent with the MPCA rules and in accordance with the operation and maintenance plans.

City of
St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 H

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

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

DATE: 02-16-2017

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $294,926.15 plus any additional bills that are handed out on Tuesday night. There is 1 direct transfers totaling $349,147.00 for Gridor (WWTP). Also to be approved are the January transfers totaling $140,677.20.

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:

- 02-21-2017 Packet List
- 02-21-2017 Other Checks

CITY OF ST. FRANCIS
2/21/2017

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
Gridor	Pay Request #19	349,147.00
TOTAL		349,147.00

Disbursements via Debits to Checking Account

	Payee	Description	Amount
01/03/17	Cayan	Liquor CC fees	2,659.92
01/10/17	Elan	Credit card bill	11,459.06
01/12/17	Federal Tax	Payroll	22,194.53
01/12/17	PERA	Payroll	15,492.70
01/12/17	VOYA	Payroll	1,145.00
01/12/17	ICMA	Payroll	460.00
01/12/17	State Tax	Payroll	4,370.94
01/12/17	MSRS	Payroll	708.13
01/12/17	MSRS	Payroll	9,536.38
01/12/17	Federal Tax	Payroll	1,191.22
01/12/17	PERA	Payroll	3,511.08
01/12/17	State Tax	Payroll	336.89
01/12/17	MSRS	Payroll	260.09
01/12/17	Federal Tax	Payroll	371.74
01/13/17	Cayan	Liquor CC fees	39.90
01/18/17	Federal Tax	Payroll	1,233.29
01/18/17	PERA	Payroll	540.00
01/18/17	State Tax	Payroll	126.02
01/18/17	Child support	Payroll	116.37
01/20/17	Mn Dept of Revenue	Sales Tax	19,384.00
01/26/17	Federal Tax	Payroll	22,707.08
01/26/17	PERA	Payroll	15,726.70
01/26/17	VOYA	Payroll	1,145.00
01/26/17	ICMA	Payroll	460.00
01/26/17	State Tax	Payroll	4,545.97
01/26/17	MSRS	Payroll	600.94
01/26/17	Federal Tax	Payroll	35.01
01/26/17	State Tax	Payroll	8.64
01/31/17	Village Bank Fees	Bank Fees	84.65
01/03/17	PSN	CC Fees	225.95
	TOTAL		140,677.20

02/16/2017 10:50 am

City of St. Francis

PAYMENT BATCH AP 02-21-17

ACE SOLID WASTE, INC.					
02/01/2017	2496988	E 101-42110-384	Refuse/Garbage Disposal	GARBAGE	71.31
02/01/2017	2496988	E 101-42210-384	Refuse/Garbage Disposal	GARBAGE	38.56
02/01/2017	2496988	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	17.82
02/01/2017	2496988	E 101-43100-384	Refuse/Garbage Disposal	GARBAGE	49.97
02/01/2017	2496988	E 101-43210-384	Refuse/Garbage Disposal	GARBAGE	47.08
02/01/2017	2496988	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	17.83
02/01/2017	2496988	E 101-45200-384	Refuse/Garbage Disposal	GARBAGE	49.97
02/01/2017	2496988	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	71.38
02/01/2017	2496988	E 601-49440-384	Refuse/Garbage Disposal	GARBAGE	17.83
02/01/2017	2496988	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	71.38
02/01/2017	2496988	E 602-49490-384	Refuse/Garbage Disposal	GARBAGE	17.83
02/01/2017	2496988	E 609-49750-384	Refuse/Garbage Disposal	GARBAGE	153.35
					$624.31
AIRGAS NORTH CENTRAL					
01/31/2017	9942171745	E 101-43100-217	Other Operating Supplies	RENTAL	11.46
01/31/2017	9942171745	E 101-43210-217	Other Operating Supplies	RENTAL	11.46
01/31/2017	9942171745	E 101-45200-217	Other Operating Supplies	RENTAL	11.46
01/31/2017	9942171745	E 601-49440-217	Other Operating Supplies	RENTAL	11.46
01/31/2017	9942171745	E 602-49490-217	Other Operating Supplies	RENTAL	11.48
					$57.32
ALLINA HEALTH					
02/08/2017	II10021665	E 101-42210-305	Medical & Testing Fees	1ST QTR MED DIRECTORSHIP	364.65
03/03/2017	308982666	E 601-49440-441	Miscellaneous	BISTODEAU	99.50
03/03/2017	308982666	E 602-49490-441	Miscellaneous	BISTODEAU	99.50
					$563.65
ANOKA COUNTY CENTRAL COMM.					
02/10/2017	2017-009	E 101-42110-311	Contract	WIRELESS 4 G	245.07
					$245.07
ANOKA COUNTY TREASURY DEPT.					
02/01/2017	B170201P	E 101-42110-321	Telephone	BROADBAND	37.50
02/01/2017	B170201P	E 101-42210-321	Telephone	BROADBAND	37.50
02/01/2017	B170201P	E 101-43100-321	Telephone	BROADBAND	37.50
02/01/2017	B170201P	E 101-45200-321	Telephone	BROADBAND	37.50
02/01/2017	B170201P	E 601-49440-321	Telephone	BROADBAND	37.50
02/01/2017	B170201P	E 602-49490-321	Telephone	BROADBAND	37.50
					$225.00
ARTISAN BEER COMPANY					
02/01/2017	3155733	E 609-49751-252	Beer For Resale	BEER	32.00
					$32.00
BANYON DATA SYSTEMS, INC					
02/06/2017	00155410	E 101-41540-301	Auditing and Acct g Services	FUND BARCODES	357.00
02/06/2017	00155410	E 601-49440-301	Auditing and Acct g Services	FUND BARCODES	59.50
02/06/2017	00155410	E 602-49490-301	Auditing and Acct g Services	FUND BARCODES	59.50
02/06/2017	00155410	E 609-49750-301	Auditing and Acct g Services	FUND BARCODES	119.00
					$595.00
BGS (BARNA GUZY)					
01/31/2017	168813	E 101-41600-304	Civil Legal Fees	MISC FORFEITURES	52.00
01/31/2017	168830	E 101-41600-304	Civil Legal Fees	PROSECUTION/RETAINER	5,000.00
01/31/2017	168875	E 101-41600-304	Civil Legal Fees	MUNICIPAL PROF FEES	1,900.00

01/31/2017	168876	E 101-41120-304	Civil Legal Fees	CHARTER COMM	892.50
01/31/2017	168877	E 101-41120-304	Civil Legal Fees	CHARTER COMM	28.50
01/31/2017	168878	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	67.50
01/31/2017	168879	E 101-41600-304	Civil Legal Fees	LEGAL	326.25
01/31/2017	168924	G 803-22139	Esc-Rum River Terrace	NP PROPERTIES LLC	444.00
01/31/2017	168925	G 803-22137	Esc-TCO-Assited Living Facilty	SENIOR HOUSING/ TIF	308.00
01/31/2017	168926	E 101-41600-304	Civil Legal Fees	PETITION FOR FOR CERT OF PC	70.00
					$9,088.75
BOLTON & MENK, INC.					
01/16/2017	0198996	E 101-43100-303	Engineering Fees	2016 GENERAL ENGINEERING	220.00
01/16/2017	0198997	E 101-43100-303	Engineering Fees	2017 STATE AID	57.50
01/16/2017	0198998	E 603-49490-303	Engineering Fees	MS4 PERMIT	292.00
01/16/2017	0198999	G 803-22142	ESC-BL Holdings-Rum River 2	RUM RVR BLUFFS 2ND	1,085.50
01/31/2017	0199728	G 602-16500	Construction in Progress	WASTEWATER FACILITY IMP	20,945.46
					$22,600.46
BREAKTHRU BEVERAGE					
02/02/2017	1080590388	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.39
02/02/2017	1080590388	E 609-49751-251	Liquor For Resale	LIQUOR	311.99
02/02/2017	1080590388	E 609-49751-253	Wine For Resale	WINE	403.42
02/09/2017	1080593034	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.69
02/09/2017	1080593034	E 609-49751-251	Liquor For Resale	LIQUOR	1,020.33
02/09/2017	1080593034	E 609-49751-253	Wine For Resale	WINE	224.65
02/09/2017	1080593035	E 609-49751-252	Beer For Resale	BEER	130.50
					$2,123.97
CONNEXUS ENERGY					
01/13/2017	.0217	E 602-49490-381	Electric Utilities	4020A ST. FRANCIS BLVD	428.49
					$428.49
COUNTY MARKET - CITY ACCOUNT					
02/01/2017	.0217	E 101-42210-212	Motor Fuels	FUEL	223.14
					$223.14
COURIER, THE					
02/01/2017	90827	E 101-43210-439	Recycling Days	RECYCLING AD	118.00
					$118.00
CRYSTAL SPRINGS ICE					
01/31/2017	003.B0022726	E 609-49751-254	Miscellaneous Merchandise	MISC	97.28
					$97.28
CUTTER SALES, INC.					
02/10/2017	114845	E 602-49490-229	Project Repair & Maintenance	PARTS	250.25
					$250.25
DAHLHEIMER DIST. CO. INC.					
01/27/2017	139629	E 609-49751-252	Beer For Resale	BEER	(25.40)
01/31/2017	139811	E 609-49751-252	Beer For Resale	BEER	(171.60)
02/01/2017	1233816	E 609-49751-252	Beer For Resale	BEER	3,508.65
02/08/2017	1233862	E 609-49751-252	Beer For Resale	BEER	14,459.95
02/08/2017	1233862	E 609-49751-254	Miscellaneous Merchandise	MISC	400.80
					$18,172.40
DEX MEDIA EAST LLC					
02/07/2017	.0217	E 609-49750-340	Advertising	ADVERTISING	77.00
					$77.00
DODGE OF BURNSVILLE, INC.					
02/08/2017	40429	E 402-42110-550	C-O-L Motor Vehicles	CHARGER-2017	24,871.00
02/08/2017	40430	E 402-42110-550	C-O-L Motor Vehicles	CHARGER-2017	24,871.00
					$49,742.00
DRIVER & VEHICLE SERVICES					
		E 101-42110-221	Vehicle Repair & Maintenance	4 LICENSE PLATES	12.00
					$12.00
ECM PUBLISHERS, INC.					

02/03/2017	455983	G 803-22146	ESC-Tamarack Grading	TAMARACK GRADING	43.00
02/03/2017	455984	G 803-22145	ESC-School Parking Lot	PH SCHOOL PARKING LOT	43.00
					$86.00
ELITE SANITATION					
12/31/2016	23756	E 101-45200-402	Janitorial Service	PORTABLE TOILETS	305.00
					$305.00
FERGUSON WATERWORKS					
02/07/2017	0230745	E 601-49440-259	Water Meters	METERS	1,990.95
02/11/2017	02030746	E 601-49440-259	Water Meters	METER HORNS	378.56
					$2,369.51
G&K SERVICES, INC					
01/31/2017	1043685576	E 601-49440-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
01/31/2017	1043685576	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
02/07/2017	1043691275	E 609-49750-219	Rug Maintenance	RUGS	11.23
02/07/2017	1043691276	E 601-49440-402	Janitorial Service	RUGS MAINT.	23.04
02/07/2017	1043691277	E 601-49440-417	Uniform Clothing & PPE	UNIFORM MAINT.	4.90
02/07/2017	1043691277	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT.	4.90
02/14/2017	1043696946	E 101-41940-219	Rug Maintenance	RUG MAINT AND SUPPLIES	49.32
02/14/2017	1043696947	E 601-49440-417	Uniform Clothing & PPE	UNIFORM MAINT.	4.90
02/14/2017	1043696947	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT.	4.90
					$112.99
GRANITE CITY JOBBING CO.					
01/31/2017	36216	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
01/31/2017	36216	E 609-49751-254	Miscellaneous Merchandise	MISC	7.38
01/31/2017	36216	E 609-49751-256	Tobacco Products For Resale	TOBACCO	519.85
02/07/2017	36972	E 609-49750-210	Operating Supplies	OPERATING	14.78
02/07/2017	36972	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
02/07/2017	36972	E 609-49751-254	Miscellaneous Merchandise	MISC	2.64
02/07/2017	36972	E 609-49751-256	Tobacco Products For Resale	TOBACCO	741.89
02/07/2017	36972	G 101-20810	Sales Tax Payable	USE TAX	(0.96)
					$1,294.08
HAWKINS, INC.					
01/20/2017	4013731	E 601-49440-216	Chemicals and Chem Products	CHEMICALS	6,770.04
01/30/2017	4018691	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	4,197.04
					$10,967.08
HOISINGTON KOEGLER GROUP, INC					
02/12/2017	016-043-7	E 101-41910-318	Economic Development	ST. FRANCIS DOWNTOWN PLAN	6,787.15
					$6,787.15
INNOVATIVE OFFICE SOLUTIONS, L					
02/01/2017	IN1490482	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	340.30
02/03/2017	IN1492966	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	44.34
02/07/2017	IN1497756	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	11.40
					$396.04
ISD #15					
02/08/2017	2944	E 101-42210-221	Vehicle Repair & Maintenance	1998 CHEV TANKER TRUCK MAI	191.91
02/08/2017	2945	E 101-42210-221	Vehicle Repair & Maintenance	2005 POLARIS RANGER MAINT.	61.72
02/08/2017	2946	E 101-42110-221	Vehicle Repair & Maintenance	2016 DODGE CHARGER MAINT.	40.06
02/08/2017	2949	E 101-43100-237	Small Equipment	1995 PRESSURE WASHER TRAI	72.70
					$366.39
JJ TAYLOR DISTRIBUTING					
02/01/2017	2647120	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
02/01/2017	2647120	E 609-49751-252	Beer For Resale	BEER	750.80
02/08/2017	2647176	E 609-49751-206	Freight and Fuel Charges	FUEL	3.00
02/08/2017	2647176	E 609-49751-252	Beer For Resale	BEER	1,091.15
					$1,847.95
JOHNSON BROS WHLSE LIQUOR					
12/05/2016	602987	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)
12/20/2016	606252	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(4.56)
12/20/2016	606253	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.52)

12/20/2016	606253	E 609-49751-253	Wine For Resale	WINE	(52.00)
02/01/2017	5646524	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.80
02/01/2017	5646524	E 609-49751-251	Liquor For Resale	LIQUOR	1,438.00
02/01/2017	5646525	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.36
02/01/2017	5646525	E 609-49751-253	Wine For Resale	WINE	1,291.95
02/01/2017	5646526	E 609-49751-253	Wine For Resale	WINE	219.90
02/01/2017	5646527	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.64
02/01/2017	5646527	E 609-49751-254	Miscellaneous Merchandise	MISC	179.39
02/03/2017	613416	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(3.04)
02/03/2017	613416	E 609-49751-251	Liquor For Resale	LIQUOR	(200.00)
					$2,927.40

LATOUR CONSTRUCTION, INC

01/09/2017	11	G 602-16500	Construction in Progress	BRIDGE ST-FINAL	75,462.27
					$75,462.27

LMC INSURANCE TRUST

02/01/2017	10662	E 101-42110-160	Work Comp Insurance	DEDUCTIBLE	392.39
					$392.39

MCDONALD DIST CO.

02/02/2017	345947	E 609-49751-252	Beer For Resale	BEER	4,740.41
02/02/2017	345947	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
02/09/2017	347943	E 609-49751-252	Beer For Resale	BEER	5,782.75
					$10,559.16

MCDOWALL COMPANY

01/28/2017	8370	E 101-42110-401	Repairs/Maint Buildings	ROOF MANAGEMENT AGREEME	279.17
01/28/2017	8370	E 101-42210-401	Repairs/Maint Buildings	ROOF MANAGEMENT AGREEME	279.17
01/28/2017	8370	E 101-43100-401	Repairs/Maint Buildings	ROOF MANAGEMENT AGREEME	279.17
01/28/2017	8370	E 101-45200-401	Repairs/Maint Buildings	ROOF MANAGEMENT AGREEME	279.17
01/28/2017	8370	E 601-49440-401	Repairs/Maint Buildings	ROOF MANAGEMENT AGREEME	279.16
01/28/2017	8370	E 602-49490-401	Repairs/Maint Buildings	ROOF MANAGEMENT AGREEME	279.16
					$1,675.00

MEDTOX LABORATORIES, INC.

01/31/2017	01201795907	E 101-43100-441	Miscellaneous	MED TESTING	6.25
01/31/2017	01201795907	E 101-45200-441	Miscellaneous	MED TESTING	6.25
01/31/2017	01201795907	E 601-49440-441	Miscellaneous	MED TESTING	6.25
01/31/2017	01201795907	E 602-49490-441	Miscellaneous	MED TESTING	6.25
					$25.00

METRO SALES, INC.

02/07/2017	INV725397	E 101-41400-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 101-42110-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 101-42400-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 101-43100-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 101-45200-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 601-49440-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 602-49490-200	Office Supplies	COPIES	46.62
02/07/2017	INV725397	E 609-49750-200	Office Supplies	COPIES	46.66
					$373.00

MIDCONTINENT COMMUNICATIONS

02/01/2017	.0217	E 101-41940-321	Telephone	CITY HALL	36.76
02/01/2017	.0217	E 101-42110-321	Telephone	Police	16.75
02/01/2017	.0217	E 101-43100-321	Telephone	Public Works	16.75
02/01/2017	.0217	E 601-49440-321	Telephone	WELL HOUSE	300.00
02/01/2017	.0217	E 609-49750-321	Telephone	LIQUOR STORE	150.00
					$520.26

MN DEPT OF HEALTH

01/18/2017	.0217	E 602-49490-434	Permit Fees	MAINT PERMIT	50.00
					$50.00

MN DEPT OF LABOR & INDUSTRY

01/30/2017	ABR0158714I	E 602-49490-434	Permit Fees	PRESSURE VESSEL	10.00
					$10.00

NORTH MEMORIAL OCCUPATIONAL ME

02/02/2017	00024370-00	E 601-49440-441	Miscellaneous	THELEN	27.00
					$27.00

NORTHLAND SECURITIES, INC

02/09/2017	4850	G 803-22137	Esc-TCO-Assited Living Facilty	TIF	3,100.00
					$3,100.00

NORTHWEST ASSOC. CONSULTANTS

02/07/2017	22768	E 101-41910-311	Contract	JANUARY 2017	1,438.20
02/07/2017	22769-1	G 803-22137	Esc-TCO-Assited Living Facilty	ASSISTED LIVING	51.75
02/07/2017	22769-2	G 803-22139	Esc-Rum River Terrace	RUM RIVER TERRACE	589.95
02/07/2017	22769-3	G 803-22145	ESC-School Parking Lot	SCHOOL PARKING LOT	41.40
02/07/2017	22769-4	G 803-22146	ESC-Tamarack Grading	TAMARACK GRADING	51.75
					$2,173.05

OPUS 21

02/04/2017	170181	E 601-49440-382	Utility Billing	UTILITY BILLING	1,528.06
02/04/2017	170181	E 602-49490-382	Utility Billing	UTILITY BILLING	1,528.05
					$3,056.11

PACE ANALYTICAL SERVICES

01/25/2017	171275591	E 602-49490-313	Sample Testing	SAMPLE TESTING	61.00
02/01/2017	171275865	E 602-49490-313	Sample Testing	SAMPLE TESTING	15.00
02/09/2017	171276065	E 602-49490-313	Sample Testing	SAMPLE TESTING	15.00
02/10/2017	171276104	E 602-49490-313	Sample Testing	SAMPLE TESTING	307.00
02/10/2017	171276117	E 601-49440-313	Sample Testing	SAMPLE TESTING	122.50
					$520.50

PARK CONSTRUCTION

01/16/2017	.0217	E 417-43100-314	Construction	FINAL PAYMENT PEDERSON DR	34,112.95
					$34,112.95

PAUSTIS WINE COMPANY

01/30/2017	8578330-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.50
01/30/2017	8578330-IN	E 609-49751-253	Wine For Resale	WINE	199.00
					$203.50

PHILLIPS WINE & SPIRITS CO.

02/01/2017	2114203	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.68
02/01/2017	2114203	E 609-49751-251	Liquor For Resale	LIQUOR	1,331.60
02/01/2017	2114204	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.04
02/01/2017	2114204	E 609-49751-253	Wine For Resale	WINE	91.00
					$1,439.32

POSTMASTER - ST. FRANCIS

		E 603-49490-418	Storm Water Management	PERMIT FEE	225.00
					$225.00

QUILL CORPORATION

01/20/2017	3704728	E 609-49750-200	Office Supplies	OFFICE SUPPLIES	130.37
01/23/2017	3722225	E 609-49750-200	Office Supplies	OFFICE SUPPLIES	15.59
					$145.96

RICK JOHNSON DEER & BEAVER

02/01/2017	.0217	E 101-43100-311	Contract	DEAD DEER REMOVAL	90.00
					$90.00

SOUTHERN GLAZERS OF MN

02/02/2017	1505017	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.37
02/02/2017	1505017	E 609-49751-251	Liquor For Resale	LIQUOR	1,115.20
					$1,127.57

ST. FRANCIS AREA CHAMBER OF

		E 101-45230-217	Other Operating Supplies	PIONEER DAYS	10,000.00
					$10,000.00

ST. FRANCIS TRUE VALUE HARDWAR

01/25/2017	35927	E 601-49440-229	Project Repair & Maintenance	PARTS	43.68
					$43.68
THE AMERICAN BOTTLING COMPANY					
01/31/2017	8257806020	E 609-49751-254	Miscellaneous Merchandise	MISC	122.36
02/09/2017	8257807806	E 609-49751-254	Miscellaneous Merchandise	MISC	94.46
02/09/2017	8257807807	E 609-49751-254	Miscellaneous Merchandise	MISC	(1.85)
					$214.97
THOMSON WEST					
02/04/2017	835636446	E 101-42110-208	Training and Instruction	MN CRIMINAL LAW PAMPHLET	215.85
					$215.85
THORPE DISTRIBUTING COMPANY					
01/27/2017	1208100	E 609-49751-252	Beer For Resale	BEER	129.00
					$129.00
TJ ASSOCIATES					
01/23/2017	221924	E 101-42110-217	Other Operating Supplies	DOG LICENSE FORMS	98.50
					$98.50
TOM LYNCH ELECTRIC					
01/19/2017	011917	E 601-49440-229	Project Repair & Maintenance	LIGHT REPLACEMENT	495.00
01/30/2017	013017	E 101-45200-401	Repairs/Maint Buildings	REPLACED PHOTO CELLS	325.00
01/30/2017	013017	E 609-49750-401	Repairs/Maint Buildings	REPLACED 12 OUTDOOR BULBS	275.00
02/06/2017	020617	E 601-49440-401	Repairs/Maint Buildings	HEATER REPAIR	1,575.00
					$2,670.00
TOTAL REGISTER SYSTEMS, INC					
01/24/2016	54992	E 609-49750-311	Contract	TC KEYSTROKE DUES	1,489.04
					$1,489.04
U S BANK EQUIPMENT FINANCE					
02/03/2017	323824227	E 101-42110-311	Contract	RICOH COPIER CONTRACT	235.00
03/05/2017	324000934	E 101-41400-240	Office Equip	COPIER LEASE	96.50
03/05/2017	324000934	E 101-43100-240	Office Equip	COPIER LEASE	96.50
03/05/2017	324000934	E 101-43210-240	Office Equip	COPIER LEASE	96.50
03/05/2017	324000934	E 101-45200-240	Office Equip	COPIER LEASE	96.50
03/05/2017	324000934	E 601-49440-240	Office Equip	COPIER LEASE	96.50
03/05/2017	324000934	E 602-49490-240	Office Equip	COPIER LEASE	96.50
					$814.00
US BANK					
01/25/2017	4530800	E 330-47000-620	Fiscal Agent s Fees	EDA LEASE REVENUE	1,600.00
					$1,600.00
UTILITY SERVICE CO., INC.					
02/01/2017	414241	E 601-49440-234	Water Tower Maintenance	WATER TOWER - QRT	8,496.32
					$8,496.32
VERIZON WIRELESS					
01/26/2017	9779400488	E 601-49440-321	Telephone	MOBILE DATA	35.01
					$35.01
VESSCO, INC.					
01/17/2017	68462	E 601-49440-233	Water Treatment Plant Maint	PARTS	1,096.06
					$1,096.06
					$294,926.15

FUND SUMMARY

101 GENERAL FUND	$32,927.45
330 EDA LEASE REVENUE BONDS	$1,600.00
402 CAPITAL EQUIPMENT	$49,742.00
417 2015-PEDERSON DRIVE	$34,112.95

601 WATER FUND	$23,621.62
602 SEWER FUND	$104,009.98
603 STORM WATER	$517.00
609 MUNICIPAL LIQUOR FUND	$42,636.80
803 ESCROW	$5,758.35
Total	294,926.15

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

January 30, 2017

Mr. Paul Teicher, Public Works Director
City of St. Francis
4058 St. Francis Blvd NW
St. Francis, MN 55070

RE: 2015 – Bridge Street Utility Improvements
St. Francis, Minnesota
BMI Project No: R18.107257

Dear Paul,

Enclosed please find three signed copies of Payment Estimate No. 11 Final and Change Order No. 3 for the above referenced project. The estimate includes all work completed through October 28, 2016. The Change Order reconciles the final contract amount with the final contract quantities which were incorporated into the project. We have reviewed the estimate and change order and recommend approval as submitted. Please review the estimate and change order, and if acceptable, sign and date all copies and forward one copy each to LaTour Construction, Inc. with payment, one copy each to me, and keep one copy each for your records.

Also enclosed please find Consent of Surety to Final Payment, IC-134's and lien waivers for this project.

If you have any questions, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

JAV/kg

Enclosures

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CONTRACTOR'S PAY REQUEST
2015 BRIDGE STREET UTILITY IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107257

CONTRACTOR
OWNER
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$	1,346,784.09
TOTAL, COMPLETED WORK TO DATE	$	1,346,784.09
TOTAL, STORED MATERIALS TO DATE	$	20,507.95
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$	20,507.95
TOTAL, COMPLETED WORK & STORED MATERIALS	$	1,346,784.09
RETAINED PERCENTAGE (0%)	$	-
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	1,346,784.09
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	1,271,321.82
PAY CONTRACTOR AS ESTIMATE NO. 11 FINAL	$	75,462.27

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: LaTour Construction, Inc.
2134 County Road 8 NW
Maple Lake, MN 55358

By ______ PROJECT MANAGER 1/9/17
Name Title Date

Approved: Included with attached documents.
Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By ______ City Engineer 1/30/17
Jared Voge, P.E. Title Date

APPROVED FOR PAYMENT:
Owner: ST. FRANCIS, MINNESOTA

By ______ City Administrator
Joe Kohlmann Title Date

FINAL PAY ESTIMATE NO. 11 FINAL

2015 BRIDGE STREET UTILITY IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107257

WORK COMPLETED THROUGH OCTOBER 28, 2016

ITEM NO.	DESCRIPTION		UNIT PRICE	CONTRACT BID QUANTITY	CONTRACT BID AMOUNT	PREVIOUS ESTIMATE QUANT	PREVIOUS ESTIMATE AMOUNT	COMPLETED TO DATE QUANT	COMPLETED TO DATE AMOUNT
1	MOBILIZATION	LUMP SUM	$ 172,000.00	1	$ 172,000.00	1.00	$ 172,000.00	1.00	$ 172,000.00
2	CLEARING AND GRUBBING	LUMP SUM	$ 16,000.00	1	$ 16,000.00	1.00	$ 16,000.00	1.00	$ 16,000.00
3	REMOVE CONCRETE CURB & GUTTER	LIN FT	$ 4.00	580	$ 2,320.00	638	$ 2,552.00	638	$ 2,552.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	$ 3.25	4001	$ 13,003.25	4704	$ 15,288.00	4968	$ 16,146.00
5	REMOVE CONCRETE PAVEMENT	SQ YD	$ 6.40	200	$ 1,280.00	288	$ 1,843.20	288	$ 1,843.20
6	REMOVE SANITARY SEWER PIPE	LIN FT	$ 4.50	2025	$ 9,112.50	1903	$ 8,563.50	1903	$ 8,563.50
7	REMOVE SANITARY SEWER STRUCTURE	EACH	$ 420.00	13	$ 5,460.00	4	$ 1,680.00	14	$ 5,880.00
8	ABANDON SANITARY SEWER PIPE	LIN FT	$ 3.45	706	$ 2,435.70	534	$ 1,842.30	534	$ 1,842.30
9	REMOVE LIFT STATION	LUMP SUM	$ 8,600.00	1	$ 8,600.00	1	$ 8,600.00	1	$ 8,600.00
10	COMMON EXCAVATION (P) (EV)	CU YD	$ 9.75	2675	$ 26,081.25	2300	$ 22,425.00	2675	$ 26,081.25
11	SELECT GRANULAR BORROW	CU YD	$ 16.45	1735	$ 28,540.75	739	$ 12,149.97	2298	$ 37,802.10
12	AGGREGATE SURFACING CLASS 5	TON	$ 20.00	50	$ 1,000.00		$ -	40	$ 800.00
13	AGGREGATE BASE CLASS 5 (CV)	CU YD	$ 29.65	875	$ 25,943.75	865.35	$ 25,657.63	1478	$ 43,822.70
14	TYPE SP 12.5 WEARING COURSE (3,C) (SPWEB340C) (2360)	TON	$ 97.15	645	$ 62,661.75	576	$ 55,958.40	779.8	$ 75,757.57
15	TYPE SP 12.5 NON-WEARING COURSE (3,B) (SPNWB330B) (2360)	TON	$ 86.35	670	$ 57,854.50	545	$ 47,060.75	676.8	$ 58,441.68
16	8" X 6" PVC SDR 26 WYE	EACH	$ 725.00	7	$ 5,075.00	3	$ 2,175.00	7	$ 5,075.00
17	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	$ 140.00	7	$ 980.00	5	$ 700.00	4	$ 560.00
18	AIR RELIEF MANHOLE	EACH	$ 3,830.00	4	$ 15,320.00	4	$ 15,320.00	4	$ 15,320.00
19	AIR RELIEF VALVE ASSEMBLY	EACH	$ 2,845.00	4	$ 11,380.00	4	$ 11,380.00	4	$ 11,380.00
20	CONNECT TO EXISTING FORCEMAIN	EACH	$ 1,630.00	4	$ 6,520.00	4	$ 6,520.00	4	$ 6,520.00
21	20" STEEL CASING PIPE (JACKED)	LIN FT	$ 754.00	38	$ 28,652.00	42	$ 31,668.00	42	$ 31,668.00
22	30" STEEL CASING PIPE (JACKED)	LIN FT	$ 709.00	65	$ 46,085.00	65	$ 46,085.00	65	$ 46,085.00
23	8" PVC SANITARY SEWER PIPE SDR 35	LIN FT	$ 42.60	784	$ 33,398.40	774	$ 32,972.40	774	$ 32,972.40
24	12" PVC SANITARY SEWER PIPE SDR 26	LIN FT	$ 57.00	29	$ 1,653.00	4	$ 228.00	8	$ 456.00
25	18" PVC SANITARY SEWER PIPE SDR 26	LIN FT	$ 82.65	2303	$ 190,342.95	2124	$ 175,548.60	2124	$ 175,548.60
26	10" ID FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	$ 65.00	2512	$ 163,280.00	2340	$ 152,100.00	2335	$ 151,775.00
27	10" ID HDPE DR 11 FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	$ 79.00	700	$ 55,300.00	577	$ 45,583.00	577	$ 45,583.00
28	6" PVC SANITARY SEWER PIPE SDR 26	LIN FT	$ 29.75	110	$ 3,272.50	78	$ 2,320.50	78	$ 2,320.50
29	CASTING ASSEMBLY (SANITARY)	EACH	$ 761.00	11	$ 8,371.00	11	$ 8,371.00	12	$ 9,132.00
30	CONNECT TO EXISTING WATERMAIN	EACH	$ 1,300.00	1	$ 1,300.00	1	$ 1,300.00	1	$ 1,300.00
31	6" GATE VALVE & BOX	EACH	$ 1,525.00	2	$ 3,050.00	1	$ 1,525.00	2	$ 3,050.00
32	8" GATE VALVE & BOX	EACH	$ 2,020.00	1	$ 2,020.00		$ -		$ -
33	10" GATE VALVE & BOX	EACH	$ 2,700.00	1	$ 2,700.00	1	$ 2,700.00	1	$ 2,700.00
34	HYDRANT	EACH	$ 3,950.00	1	$ 3,950.00	1	$ 3,950.00	1	$ 3,950.00
35	6" PVC C-900 DR 18 WATERMAIN	LIN FT	$ 37.00	5	$ 185.00	8	$ 296.00	8	$ 296.00
36	8" PVC C-900 DR 18 WATERMAIN	LIN FT	$ 24.50	240	$ 5,880.00	208	$ 5,096.00	208	$ 5,096.00
37	CONNECT TO EXISTING SANITARY SEWER	EACH	$ 2,700.00	5	$ 13,500.00	6	$ 16,200.00	7	$ 18,900.00
38	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	$ 178.00	154	$ 27,412.00	154.64	$ 27,525.92	154.64	$ 27,525.92
39	SANITARY SEWER BYPASS	LUMP SUM	$ 13,900.00	1	$ 13,900.00	1	$ 13,900.00	1	$ 13,900.00
40	PIPE FITTINGS	POUND	$ 7.25	367	$ 2,660.75	946	$ 6,858.50	946	$ 6,858.50

ITEM NO.	DESCRIPTION		UNIT PRICE	CONTRACT BID QUANTITY	CONTRACT BID AMOUNT	PREVIOUS ESTIMATE QUANT	PREVIOUS ESTIMATE AMOUNT	COMPLETED TO DATE QUANT	COMPLETED TO DATE AMOUNT
41	5" CONCRETE SIDEWALK	SQ FT	$ 7.00	755	$ 5,285.00	300	$ 2,100.00	1177	$ 8,239.00
42	B618 CONCRETE CURB & GUTTER	LIN FT	$ 24.55	580	$ 14,239.00	553	$ 13,576.15	660	$ 16,203.00
43	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$ 72.25	165	$ 11,921.25	146.6	$ 10,591.85	239.6	$ 17,311.10
44	TRAFFIC CONTROL	LUMP SUM	$ 11,700.00	1	$ 11,700.00	1.00	$ 11,700.00	1.00	$ 11,700.00
45	SILT FENCE, TYPE MACHINE SLICED	LIN FT	$ 1.95	2630	$ 5,128.50	196	$ 382.20	1876	$ 3,658.20
46	STORM DRAIN INLET PROTECTION	EACH	$ 100.00	13	$ 1,300.00	8	$ 800.00	10	$ 1,000.00
47	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	$ 4.50	850	$ 3,825.00	852	$ 3,834.00	852	$ 3,834.00
48	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	$ 850.00	1	$ 850.00	1	$ 850.00	1	$ 850.00
49	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	SQ YD	$ 2.65	760	$ 2,014.00	552	$ 1,462.80	3093	$ 8,196.45
50	HYDRAULIC MATRIX TYPE BONDED FIBER, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	SQ YD	$ 1.05	8180	$ 8,589.00	9240	$ 9,702.00	12289	$ 12,903.45
51	4" SOLID LINE WHITE - EPOXY	LIN FT	$ 0.70	2175	$ 1,522.50	1120	$ 784.00	1120	$ 784.00
52	4" SOLID DOUBLE LINE YELLOW - EPOXY	LIN FT	$ 1.40	2540	$ 3,556.00	1670	$ 2,338.00	1670	$ 2,338.00
53	FLOW METER REPLACEMENT	EACH	$ 27,600.00	2	$ 55,200.00	2	$ 55,200.00	2	$ 55,200.00
				SUBTOTAL =	**$ 1,203,611.30**		**$ 1,115,264.67**		**$ 1,236,321.42**
CHANGE ORDER NO. 1									
1	RIVERS EDGE LIFT STATION CONNECTION/RUM RIVER FORCEMAIN CROSSING	LUMP SUM	$ 60,935.43	1	$ 60,935.43	1	$ 60,935.43	1	$ 60,935.43
				SUBTOTAL =	**$ 60,935.43**		**$ 60,935.43**		**$ 60,935.43**
CHANGE ORDER NO. 2									
1	WATERMAIN SYSTEM MAINTENANCE	LUMP SUM	$ 49,527.24	1	$ 49,527.24	0.57	$ 28,230.53	1	$ 49,527.24
				SUBTOTAL =	**$ 49,527.24**		**$ 28,230.53**		**$ 49,527.24**
				TOTAL =	**$ 1,314,073.97**		**$ 1,204,430.62**		**$ 1,346,784.09**

Stored Materials

2015 BRIDGE STREET UTILITY IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107257

SUMMARY OF STORED MATERIALS:	Invoice Unit Price	TOTAL STORED MATERIALS Quantity	Amount	MATERIALS USED IN PROJECT Quantity	Amount	CURRENT STORED MATERIALS ON HAND
PAYMENT FOR APPROVED MATERIALS STORED ON SITE:						
			$ -		$ -	$ -
10" DR18 CERT-A-LOK	$ 19.55	472	$ 9,227.60	472	$ 9,227.60	$ -
			$ -		$ -	$ -
12" IPS HDPE PIPE INV# 0347928	$ 19.55	577	$ 11,280.35	577	$ 11,280.35	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
			$ -		$ -	$ -
TOTAL:			$ 20,507.95		$ 20,507.95	$ -

CHANGE ORDER

No. 3 (Three)

PROJECT 2015 – Bridge Street Utility Improvements

DATE OF ISSUANCE: January 23, 2017 EFFECTIVE DATE: January 23, 2017

OWNER City of St. Francis

Owner's Contract No. R18.107257

CONTRACTOR Latour Construction Inc. ENGINEER Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

1. Description: Final Compensating Change Order No. 3
   Cost: $32,710.12

Total Construction Cost:	$1,346,784.09
Original Contract Amount:	$1,203,611.30
Change Orders 1 & 2:	$110,462.67
Total – Final Compensating Change Order No. 3:	$32,710.12

Attachments:(List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $1,203,611.30	Original Contract Times Substantial Completion: August 23, 2016 Ready for final payment: August 30, 2016
Net changes from previous Change Orders No. 1 to No. 2 $110,462.67	Net changes from previous Change Orders No. 0 to No. 0 0 (zero) Days
Contract Price Prior to this Change Order $1,314,073.97	Contract Times prior to this Change Order Substantial Completion: August 23, 2016 Ready for final payment: August 30, 2016
Net Increase of this Change Order $32,710.12	Net Increase of this Change Order 0 (zero) Days
Contract Price with all approved Change Orders $1,346,784.09	Contract Times with all approved Change Orders Substantial Completion: August 23, 2016 Ready for final payment: August 30, 2016

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1/30/17	Date:	Date: 1/23/17

EJCDC No. 1910—8-B (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

FINAL PAY ESTIMATE NO. 11 FINAL & CHANGE ORDER #3 FINAL COMPENSATING CHANGE ORDER

2015 BRIDGE STREET UTILITY IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.107257

WORK COMPLETED THROUGH OCTOBER 28, 2016

ITEM NO.	DESCRIPTION		UNIT PRICE	ESTIMATED CONTRACT BID QUANTITY	ESTIMATED CONTRACT BID AMOUNT	QUANTITY PREVIOUS ESTIMATE QUANT	QUANTITY PREVIOUS ESTIMATE AMOUNT	QUANTITY COMPLETED TO DATE QUANT	QUANTITY COMPLETED TO DATE AMOUNT	DIFFERENCE COMPLETED TO DATE QUANT	DIFFERENCE COMPLETED TO DATE AMOUNT
1	MOBILIZATION	LUMP SUM	$ 172,000.00	1	$ 172,000.00	1.00	$ 172,000.00	1.00	$ 172,000.00		$ -
2	CLEARING AND GRUBBING	LUMP SUM	$ 16,000.00	1	$ 16,000.00	1.00	$ 16,000.00	1.00	$ 16,000.00		$ -
3	REMOVE CONCRETE CURB & GUTTER	LIN FT	$ 4.00	580	$ 2,320.00	638	$ 2,552.00	638	$ 2,552.00	58.00	$ 232.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	$ 3.25	4001	$ 13,003.25	4704	$ 15,288.00	4968	$ 16,146.00	967.00	$ 3,142.75
5	REMOVE CONCRETE PAVEMENT	SQ YD	$ 6.40	200	$ 1,280.00	288	$ 1,843.20	288	$ 1,843.20	88.00	$ 563.20
6	REMOVE SANITARY SEWER PIPE	LIN FT	$ 4.50	2025	$ 9,112.50	1903	$ 8,563.50	1903	$ 8,563.50	-122.00	$ (549.00)
7	REMOVE SANITARY SEWER STRUCTURE	EACH	$ 420.00	13	$ 5,460.00	4	$ 1,680.00	14	$ 5,880.00	1.00	$ 420.00
8	ABANDON SANITARY SEWER PIPE	LIN FT	$ 3.45	706	$ 2,435.70	534	$ 1,842.30	534	$ 1,842.30	-172.00	$ (593.40)
9	REMOVE LIFT STATION	LUMP SUM	$ 8,600.00	1	$ 8,600.00	1	$ 8,600.00	1	$ 8,600.00		$ -
10	COMMON EXCAVATION (P) (EV)	CU YD	$ 9.75	2675	$ 26,081.25	2300	$ 22,425.00	2675	$ 26,081.25		$ -
11	SELECT GRANULAR BORROW	CU YD	$ 16.45	1735	$ 28,540.75	739	$ 12,149.97	2298	$ 37,802.10	563.00	$ 9,261.35
12	AGGREGATE SURFACING CLASS 5	TON	$ 20.00	50	$ 1,000.00		$ -	40	$ 800.00	-10.00	$ (200.00)
13	AGGREGATE BASE CLASS 5 (CV)	CU YD	$ 29.65	875	$ 25,943.75	865.35	$ 25,657.63	1478	$ 43,822.70	603.00	$ 17,878.95
14	TYPE SP 12.5 WEARING COURSE (3,C) (SPWEB340C) (2360)	TON	$ 97.15	645	$ 62,661.75	576	$ 55,958.40	779.8	$ 75,757.57	134.80	$ 13,095.82
15	TYPE SP 12.5 NON-WEARING COURSE (3,B) (SPNWB330B) (2360)	TON	$ 86.35	670	$ 57,854.50	545	$ 47,060.75	676.8	$ 58,441.68	6.80	$ 587.18
16	8" X 6" PVC SDR 26 WYE	EACH	$ 725.00	7	$ 5,075.00	3	$ 2,175.00	7	$ 5,075.00		$ -
17	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	$ 140.00	7	$ 980.00	5	$ 700.00	4	$ 560.00	-3.00	$ (420.00)
18	AIR RELIEF MANHOLE	EACH	$ 3,830.00	4	$ 15,320.00	4	$ 15,320.00	4	$ 15,320.00		$ -
19	AIR RELIEF VALVE ASSEMBLY	EACH	$ 2,845.00	4	$ 11,380.00	4	$ 11,380.00	4	$ 11,380.00		$ -
20	CONNECT TO EXISTING FORCEMAIN	EACH	$ 1,630.00	4	$ 6,520.00	4	$ 6,520.00	4	$ 6,520.00		$ -
21	20" STEEL CASING PIPE (JACKED)	LIN FT	$ 754.00	38	$ 28,652.00	42	$ 31,668.00	42	$ 31,668.00	4.00	$ 3,016.00
22	30" STEEL CASING PIPE (JACKED)	LIN FT	$ 709.00	65	$ 46,085.00	65	$ 46,085.00	65	$ 46,085.00		$ -
23	8" PVC SANITARY SEWER PIPE SDR 35	LIN FT	$ 42.60	784	$ 33,398.40	774	$ 32,972.40	774	$ 32,972.40	-10.00	$ (426.00)
24	12" PVC SANITARY SEWER PIPE SDR 26	LIN FT	$ 57.00	29	$ 1,653.00	4	$ 228.00	8	$ 456.00	-21.00	$ (1,197.00)
25	18" PVC SANITARY SEWER PIPE SDR 26	LIN FT	$ 82.65	2303	$ 190,342.95	2124	$ 175,548.60	2124	$ 175,548.60	-179.00	$ (14,794.35)
26	10" ID FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	$ 65.00	2512	$ 163,280.00	2340	$ 152,100.00	2335	$ 151,775.00	-177.00	$ (11,505.00)
27	10" ID HDPE DR 11 FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	$ 79.00	700	$ 55,300.00	577	$ 45,583.00	577	$ 45,583.00	-123.00	$ (9,717.00)
28	6" PVC SANITARY SEWER PIPE SDR 26	LIN FT	$ 29.75	110	$ 3,272.50	78	$ 2,320.50	78	$ 2,320.50	-32.00	$ (952.00)
29	CASTING ASSEMBLY (SANITARY)	EACH	$ 761.00	11	$ 8,371.00	11	$ 8,371.00	12	$ 9,132.00	1.00	$ 761.00
30	CONNECT TO EXISTING WATERMAIN	EACH	$ 1,300.00	1	$ 1,300.00	1	$ 1,300.00	1	$ 1,300.00		$ -
31	6" GATE VALVE & BOX	EACH	$ 1,525.00	2	$ 3,050.00	1	$ 1,525.00	2	$ 3,050.00		$ -
32	8" GATE VALVE & BOX	EACH	$ 2,020.00	1	$ 2,020.00		$ -		$ -	-1.00	$ (2,020.00)
33	10" GATE VALVE & BOX	EACH	$ 2,700.00	1	$ 2,700.00	1	$ 2,700.00	1	$ 2,700.00		$ -
34	HYDRANT	EACH	$ 3,950.00	1	$ 3,950.00	1	$ 3,950.00	1	$ 3,950.00		$ -
35	6" PVC C-900 DR 18 WATERMAIN	LIN FT	$ 37.00	5	$ 185.00	8	$ 296.00	8	$ 296.00	3.00	$ 111.00
36	8" PVC C-900 DR 18 WATERMAIN	LIN FT	$ 24.50	240	$ 5,880.00	208	$ 5,096.00	208	$ 5,096.00	-32.00	$ (784.00)
37	CONNECT TO EXISTING SANITARY SEWER	EACH	$ 2,700.00	5	$ 13,500.00	6	$ 16,200.00	7	$ 18,900.00	2.00	$ 5,400.00
38	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	$ 178.00	154	$ 27,412.00	154.64	$ 27,525.92	154.64	$ 27,525.92	0.64	$ 113.92
39	SANITARY SEWER BYPASS	LUMP SUM	$ 13,900.00	1	$ 13,900.00	1	$ 13,900.00	1	$ 13,900.00		$ -
40	PIPE FITTINGS	POUND	$ 7.25	367	$ 2,660.75	946	$ 6,858.50	946	$ 6,858.50	579.00	$ 4,197.75

ITEM NO.	DESCRIPTION		UNIT PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE		COMPLETED TO DATE	
				BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
41	5" CONCRETE SIDEWALK	SQ FT	$ 7.00	755	$ 5,285.00	300	$ 2,100.00	1177	$ 8,239.00	422.00	$ 2,954.00
42	B618 CONCRETE CURB & GUTTER	LIN FT	$ 24.55	580	$ 14,239.00	553	$ 13,576.15	660	$ 16,203.00	80.00	$ 1,964.00
43	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$ 72.25	165	$ 11,921.25	146.6	$ 10,591.85	239.6	$ 17,311.10	74.60	$ 5,389.85
44	TRAFFIC CONTROL	LUMP SUM	$ 11,700.00	1	$ 11,700.00	1.00	$ 11,700.00	1.00	$ 11,700.00		$ -
45	SILT FENCE, TYPE MACHINE SLICED	LIN FT	$ 1.95	2630	$ 5,128.50	196	$ 382.20	1876	$ 3,658.20	-754.00	$ (1,470.30)
46	STORM DRAIN INLET PROTECTION	EACH	$ 100.00	13	$ 1,300.00	8	$ 800.00	10	$ 1,000.00	-3.00	$ (300.00)
47	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	$ 4.50	850	$ 3,825.00	852	$ 3,834.00	852	$ 3,834.00	2.00	$ 9.00
48	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	$ 850.00	1	$ 850.00	1	$ 850.00	1	$ 850.00		$ -
49	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	SQ YD	$ 2.65	760	$ 2,014.00	552	$ 1,462.80	3093	$ 8,196.45	2333.00	$ 6,182.45
50	HYDRAULIC MATRIX TYPE BONDED FIBER, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	SQ YD	$ 1.05	8180	$ 8,589.00	9240	$ 9,702.00	12289	$ 12,903.45	4109.00	$ 4,314.45
51	4" SOLID LINE WHITE - EPOXY	LIN FT	$ 0.70	2175	$ 1,522.50	1120	$ 784.00	1120	$ 784.00	-1055.00	$ (738.50)
52	4" SOLID DOUBLE LINE YELLOW - EPOXY	LIN FT	$ 1.40	2540	$ 3,556.00	1670	$ 2,338.00	1670	$ 2,338.00	-870.00	$ (1,218.00)
53	FLOW METER REPLACEMENT	EACH	$ 27,600.00	2	$ 55,200.00	2	$ 55,200.00	2	$ 55,200.00		$ -
				SUBTOTAL =	$ 1,203,611.30		$ 1,115,264.67		$ 1,236,321.42		$ 32,710.12
CHANGE ORDER NO. 1											
1	RIVERS EDGE LIFT STATION CONNECTION/RUM RIVER FORCEMAIN CROSSING	LUMP SUM	$ 60,935.43	1	$ 60,935.43	1	$ 60,935.43	1	$ 60,935.43		$ -
				SUBTOTAL =	$ 60,935.43		$ 60,935.43		$ 60,935.43		$ -
CHANGE ORDER NO. 2											
1	WATERMAIN SYSTEM MAINTENANCE	LUMP SUM	$ 49,527.24	1	$ 49,527.24	0.57	$ 28,230.53	1	$ 49,527.24		$ -
				SUBTOTAL =	$ 49,527.24		$ 28,230.53		$ 49,527.24		$ -
				TOTAL =	$ 1,314,073.97		$ 1,204,430.62		$ 1,346,784.09		$ 32,710.12

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: October 31, 2016

The undersigned hereby acknowledges receipt of the sum of $4,253.27

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $226.72 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 11-1-16

FEIN: 41-0997871

☒ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: AAA Striping

By: Ann Elsenpeter

Title: Corp. Sec.

Address:

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.

Please return this form via mail to:
LaTour Construction, Inc.
2134 County Rd. 8 NW
Maple Lake, MN 55358
Or email: kristi@latourconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: November 2, 2016

The undersigned hereby acknowledges receipt of the sum of $17,414.45

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $916.55 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 11/4/16

FEIN: 41-1741858

☒ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: Blake Drilling Company Inc.

By: [signature]

Title: CEO

Address: 10604 Radisson Rd NE, Blaine MN 55449

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.

Please return this form via mail to:
LaTour Construction, Inc.
2134 County Rd. 8 NW
Maple Lake, MN 55358
Or email: kristi@latourconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: October 31, 2016

The undersigned hereby acknowledges receipt of the sum of $57,969.60

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished
2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $3,019.25 retainage or holdback)
3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 11-04-2016
FEIN: 41-1290042

■ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: EJM Pipe Services Inc.
By: Vicki J Lundgren
Title: VP-Administration
Address: 14461 Lake Drive
Columbus, MN 55025

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.	Please return this form via mail to: *LaTour Construction, Inc.* *2134 County Rd. 8 NW* *Maple Lake, MN 55358* *Or email: kristi@latourconstruction.com*

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: October 31, 2016

The undersigned hereby acknowledges receipt of the sum of $47,568.89

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $2,535.65 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 11/1/16

FEIN: 41-1803856

☑ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: Geyer Signal

By:

Title: President

Address: 4205 Roosevelt Rd
St Cloud MN 56301

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.

Please return this form via mail to:
LaTour Construction, Inc.
2134 County Rd. 8 NW
Maple Lake, MN 55358
Or email: kristi@latourconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: October 31, 2016

The undersigned hereby acknowledges receipt of the sum of $23,450.00

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished
2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $1,250.00 retainage or holdback)
3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 11/01/16
FEIN: 41-1671547

☒ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: Reliable Tree Service Inc.
By:
Title: President
Address: PO Box 32 · Cambridge, MN 55008

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.

Please return this form via mail to:
LaTour Construction, Inc.
2134 County Rd. 8 NW
Maple Lake, MN 55358
Or email: kristi@latourconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: October 31, 2016

The undersigned hereby acknowledges receipt of the sum of $34,790.53

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $6,382.62 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: ______________

FEIN: ______________

☐ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: Schmidt Curb Company

By: [illegible]

Title: President

Address: 1395 25th st NE Elk River MN

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.	Please return this form via mail to: *LaTour Construction, Inc.* *2134 County Rd. 8 NW* *Maple Lake, MN 55358* *Or email:* [illegible]@latourconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: December 13, 2016

The undersigned hereby acknowledges receipt of the sum of $135,257.50

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of $9,498.65 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 12/15/16
FEIN: 45-5308517

☒ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: Subsurface Construction
By: Rob Park
Title: President
Address: 8350 201st Ave NW
Nowthen MN 55330

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.

Please return this form via mail to:
LaTour Construction, Inc.
2134 County Rd. 8 NW
Maple Lake, MN 55358
Or email: kristi@latourconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: December 14, 2016

The undersigned hereby acknowledges receipt of the sum of $139,019.14

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ■ as payment for all labor, skill and material furnished or to be furnished (except the sum of $9,791.46 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: ____________________

FEIN: ____________________

☐ Corporation ☐ Partnership

☐ LLC ☐ Sole Proprietor

Firm: North Valley Inc.

By: [signature]

Title: President

Address: ____________________

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.	Please return this form via mail to: *LaTour Construction, Inc.* *2134 County Rd. 8 NW* *Maple Lake, MN 55358* *Or email: kristi@latourconstruction.com*

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: December 14, 2016

The undersigned hereby acknowledges receipt of the sum of $25,840.65

CHECK ONLY ONE

1) ☐ as partial payment for labor, skill and material furnished

2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of $4,311.56 retainage or holdback)

3) ☐ as full and final payment for labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

2015 Bridge Street Sewer Improvements St Francis, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Dated: 12-13-16
FEIN: 41-1976698

☐ Corporation ☐ Partnership

☒ LLC ☐ Sole Proprietor

Firm: Neaton Brothers Erosion LLC
By: Chris Neaton
Title: Owner
Address: P.O. Box 879
Watertown, MN 55388

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by A partnership, it must be signed by a partner.

Please return this form via mail to:
LaTour Construction, Inc.
2134 County Rd. 8 NW
Maple Lake, MN 55358
Or email: kristi@latourconstruction.com

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-677-023-552
Submitted Date and Time:	3-Jan-2017 4:41:48 PM
Legal Name:	LATOUR CONSTRUCTION INC
Federal Employer ID:	41-1692051
User Who Submitted:	LATOURCO
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1811791872**
Minnesota ID:	1239458
Project Owner:	CITY OF ST FRANCIS
Project Number:	ST FRANCIS
Project Begin Date:	02-Oct-2015
Project End Date:	30-Nov-2016
Project Location:	ST FRANCIS 2015 BRIDGE STREET UTILITY IMPROVEMENTS
Project Amount:	$1,346,784.09

Subcontractor Summary

Name	ID	Affidavit Number
AAA STRIPING SERVICE CO	6290097	637542400
BLAKE DRILLING CO INC	1011248	849747968
EJM PIPE SERVICES INC	5050874	257433600
GEYER SIGNAL OF ST CLOUD INC	3502133	776126464
RELIABLE TREE SERVICE INC	2967276	749084672
SCHMIDT CURB COMPANY INC	3605361	699351040
PARKE CORPORATION	2573416	1722007552
NORTH VALLEY INC	3744649	1990443008
NEATON BROTHERS EROSION LLC	4990862	2006392832

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Enter Information Review and Submit **Complete**

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-505-745-728
Submitted Date and Time:	1-Nov-2016 9:45:56 AM
Legal Name:	AAA STRIPING SERVICE CO
Federal Employer ID:	41-0997871
User Who Submitted:	Ann Elsenpeter
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	637642400
Minnesota ID:	6290097
Project Owner:	CITY OF ST FRANCIS
Project Number:	2015
Project Begin Date:	26-May-2016
Project End Date:	26-May-2016
Project Location:	2015 BRIDGE STREET ST FRANCIS
Project Amount:	$4,534.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

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Click here to go to the History Tab

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MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-072-875-328
Submitted Date and Time:	4-Nov-2016 12:06:54 PM
Legal Name:	BLAKE DRILLING CO INC
Federal Employer ID:	41-1741858
User Who Submitted:	blakedrilling
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**849747968**
Minnesota ID:	1011248
Project Owner:	CITY OF ST. FRANCIS
Project Number:	R18.107257
Project Begin Date:	06-May-2016
Project End Date:	18-Aug-2016
Project Location:	ST. FRANCIS
Project Amount:	$18,331.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

Contractor Affidavit Completed

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-591-286-592
Submitted Date and Time:	7-Nov-2016 10:18:40 AM
Legal Name:	EJM PIPE SERVICES INC
Federal Employer ID:	41-1290042
User Who Submitted:	EJMPIPE
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	257433600
Minnesota ID:	5050874
Project Owner:	CITY OF ST. FRANCIS
Project Number:	2015 BRIDGE STREET
Project Begin Date:	01-Oct-2015
Project End Date:	31-Aug-2016
Project Location:	ST. FRANCIS, MINNESOTA
Project Amount:	$58,625.45
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

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MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-795-218-240
Submitted Date and Time:	1-Nov-2016 1:23:52 PM
Legal Name:	GEYER SIGNAL OF ST CLOUD INC
Federal Employer ID:	41-1893856
User Who Submitted:	geyslg
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**776126464**
Minnesota ID:	3502133
Project Owner:	CITY OF ST FRANCIS
Project Number:	N/A
Project Begin Date:	02-Nov-2015
Project End Date:	04-Oct-2016
Project Location:	ST FRANCIS BRIDGE
Project Amount:	$65,125.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

MINNESOTA·REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-351-065-152
Submitted Date and Time:	1-Nov-2016 3:03:42 PM
Legal Name:	RELIABLE TREE SRVC INC
Federal Employer ID:	41-1671547
User Who Submitted:	ReliableTree
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**749084672**
Minnesota ID:	2967276
Project Owner:	CITY OF ST. FRANCIS
Project Number:	2015
Project Begin Date:	30-Oct-2015
Project End Date:	02-Aug-2016
Project Location:	BRIDGE STREET SEWER IMPS ST. FRANCIS
Project Amount:	$25,000.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved

Confirmation Summary

Confirmation Number	0-226-695-136
Submitted Date and Time	2-Nov-2016 8:30:50 PM
Legal Name	SCHMIDT CURB COMPANY INC
Federal Employer ID	41-1555068
User Who Submitted:	Schmidt Curb
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	600361040
Minnesota ID	3805361
Project Owner:	ST. FRANCIS
Project Number	15-64
Project Begin Date	02-May-2016
Project End Date	19-Sep-2016
Project Location	2016 BRIDGE ST
Project Amount	120,840.53
Subcontractors	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday

Please print this page for your records using the print or save functionality built into your browser.

Jimmy Diedrich

From:	Rob Parke <rob@subsurfacedrilling.com>
Sent:	Tuesday, December 13, 2016 6:34 PM
To:	'Jimmy Diedrich'
Subject:	FW: Your Recent Contractor Affidavit Request

Jimmy,
Attached is the IC-134. It is listed as Parke Corporation, we DBA Subsurface Construction.

I will forward a signed copy of the Final Quantities tomorrow.

Rob

Begin forwarded message:

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Date: December 13, 2016 at 5:02:16 PM MST
To: <info@subsurfacedrilling.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-633-184-064
Submitted Date and Time:	13-Dec-2016 6:02:10 PM
Legal Name:	PARKE CORPORATION
Federal Employer ID:	45-5308567
User Who Submitted:	freezzing
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number: 1722007552

Minnesota ID:	2573416
Project Owner:	CITY OF ST. FRANCIS
Project Number:	2015 BRIDGE ST SEWER
Project Begin Date:	01-Oct-2015
Project End Date:	30-Apr-2016
Project Location:	ST. FRANCIS MN

Project Amount: $135,257.50

Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

You can see copies of your requests by going to the History Tab.

MINNESOTA·REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-018-114-880
Submitted Date and Time:	14-Dec-2016 10:27:48 AM
Legal Name:	NORTH VALLEY INC
Federal Employer ID:	41-1906523
User Who Submitted:	northva
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1990443008
Minnesota ID:	3744649
Project Owner:	CITY OF ST. FRANCIS
Project Number:	N/A
Project Begin Date:	16-May-2016
Project End Date:	28-Oct-2016
Project Location:	2015 BRIDGE ST. IMPS-ST. FRANCIS
Project Amount:	$139,019.14
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

Jimmy Diedrich

From:	Becky Bettcher <bbettcher@neatonbrothers.com>
Sent:	Friday, December 16, 2016 10:00 AM
To:	'Jimmy Diedrich'
Subject:	FW: Your Recent Contractor Affidavit Request

IC-134 below.

Thanks!

Becky Bettcher

Neaton Brothers Erosion
PO Box 879
Watertown, MN 55388
Ph: 952-955-2412
Fx: 952-955-3582
Email: bbettcher@neatonbrothers.com

From: MN Revenue e-Services [mailto:eservices.mdor@state.mn.us]
Sent: Friday, December 16, 2016 9:59 AM
To: bbettcher@neatonbrothers.com
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-769-597-248
Submitted Date and Time:	16-Dec-2016 9:58:58 AM
Legal Name:	NEATON BROTHERS EROSION LLC
Federal Employer ID:	41-1976698
User Who Submitted:	NeatonBro
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**2006392832**
Minnesota ID:	4990862
Project Owner:	CITY OF ST FRANCIS
Project Number:	2015 BRIDGE STREET SEWER
Project Begin Date:	18-May-2016
Project End Date:	18-Oct-2016
Project Location:	ST FRANCIS, MN
Project Amount:	$25,840.65
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

You can see copies of your requests by going to the History Tab.

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. 106371259

PROJECT: *(Name and address)*
2015 Bridge Street Utility Improvements,
St. Francis, MN

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
SURETY: ☒
OTHER: ☒

TO OWNER: *(Name and address)*
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

CONTRACT DATED: 10/2/2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

LaTour Construction, Inc.
2134 County Road 8 N.W.
Maple Lake, MN 55358

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 4, 2017
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

(Signature of authorized representative)

Attest: Melinda Blodgett
(Seal):

Kurt C. Lundblad, Attorney-in-Fact
(Printed name and title)

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 230689

Surety Bond No. or Project Description: 106371259

Principal: LaTour Construction, Inc.
Obligee: City of St. Francis

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John E. Tauer, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, D. R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Melinda C. Bloggett, R. C. Bowman, R. Scott Eggington, Ted R. Jorgensen, Emily Keiser, and Lin Ulven** of the City of **Minneapolis** State of **Minnesota**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **5th** day of **October, 2016**.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: ______________________
Robert L. Raney, Senior Vice President

On this the **5th** day of **October, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **4th** day of **January** , **2017** .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BOLTON & MENK

Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

February 14, 2017

Mr. Paul Teicher, Public Works Director
City of St. Francis
23340 Cree Street
St. Francis, MN 55070

RE: 2015 – Bridge Street Utility Improvements
Anoka County Project
St. Francis, Minnesota
BMI Project No: R18.107257

Dear Paul,

Enclosed please find three copies of Work Order No. 12 for the above referenced project. The Work Order reflects aggregate bedding (sewer rock) incorporated into Anoka County's Bridge Street Improvements Project by R. L. Larson Excavating, Inc. during the installation of sanitary sewer. The aggregate bedding was required as a result of organic and unsuitable soils encountered at and below the sanitary sewer pipe. The aggregate bedding was necessary to prevent settlement of the sanitary sewer. I have enclosed a spreadsheet which includes the information associated with the rock incorporated into the project as well as a figure illustrating the locations where the rock was installed.

Although the work associated with the Work Order is part of Anoka County's contract, the Work Order is being forwarded for the approval of the City Council because per the County and City Agreement for the project, the City of St. Francis is responsible for all costs associated with City utility construction.

We have reviewed the Work Order and recommend approval as submitted. Please sign and date the Work Order and return to me for further processing.

If you have any questions, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

JAV/kg

Enclosures

STATE AID FOR LOCAL TRANSPORTATION
WORK ORDER FOR MINOR EXTRA WORK

SP 002-624-026	Minn. Proj. No. STPM 0216(003)	**WO No.** 12
Project Location: St. Francis, CSAH 24 from 400' west of Poppy St. to 200' east of Kerry St.		
Local Agency: Anoka County	Local Project No.	
Contractor: RL Larson Excavating, Inc.	Contract No.	
Address/City/State/Zip: 2255 12th Street SE, St. Cloud, MN 56304		
Total Work Order Amount $	35,743.50	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
This Contract provides for, among other things, Roundabout, Grading, Surfacing, Curb & Gutter, Sanitary Sewer, Storm Sewer, Lighting, and Signing and Striping Issue: provides for sanitary sewer replacement and during replacement of the sanitary sewer, organic and unsuitable bedding soils were encountered in areas through which the sanitary sewer is to be replaced. The Engineer has determined that due to unforeseen conditions the unsuitable material must be excavated and replaced with suitable bedding material. The Engineer has determined the Contract needs to be revised. Resolution and Authorization: 1. The Contractor will remove the existing unsuitable soils and install 1.5" sewer rock as needed to achieve a suitable pipe bedding foundation. 2. Payment for this work will be at Negotiated Unit Prices as shown in the estimate of cost.

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

**Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
Group 4	2451.501	Aggregate Bedding	Ton	29.25	1222	$35,743.50
					Net Change this Work Order	$35,743.50

***Group/Funding category is required for Federal Aid projects*

Due to this change, the contract time: *(check one)*

(X) Is NOT changed	( ) May be revised as provided in Mn/DOT Specification 1806
( ) Is Increased by _____ Working Days ( ) Is Decreased by _____ Working Days	( ) Is Increased by _____ Calendar Days ( ) Is Decreased by _____ Calendar Days

Approved by Project Engineer: ______________________ Date: __________
Print Name: ______________________ Phone: __________

Approved by Local Agency: ______________________ Date: __________
Print Name: ______________________ Phone: __________

Approved by Contractor: ______________________ Date: __________
Print Name: ______________________ Phone: __________

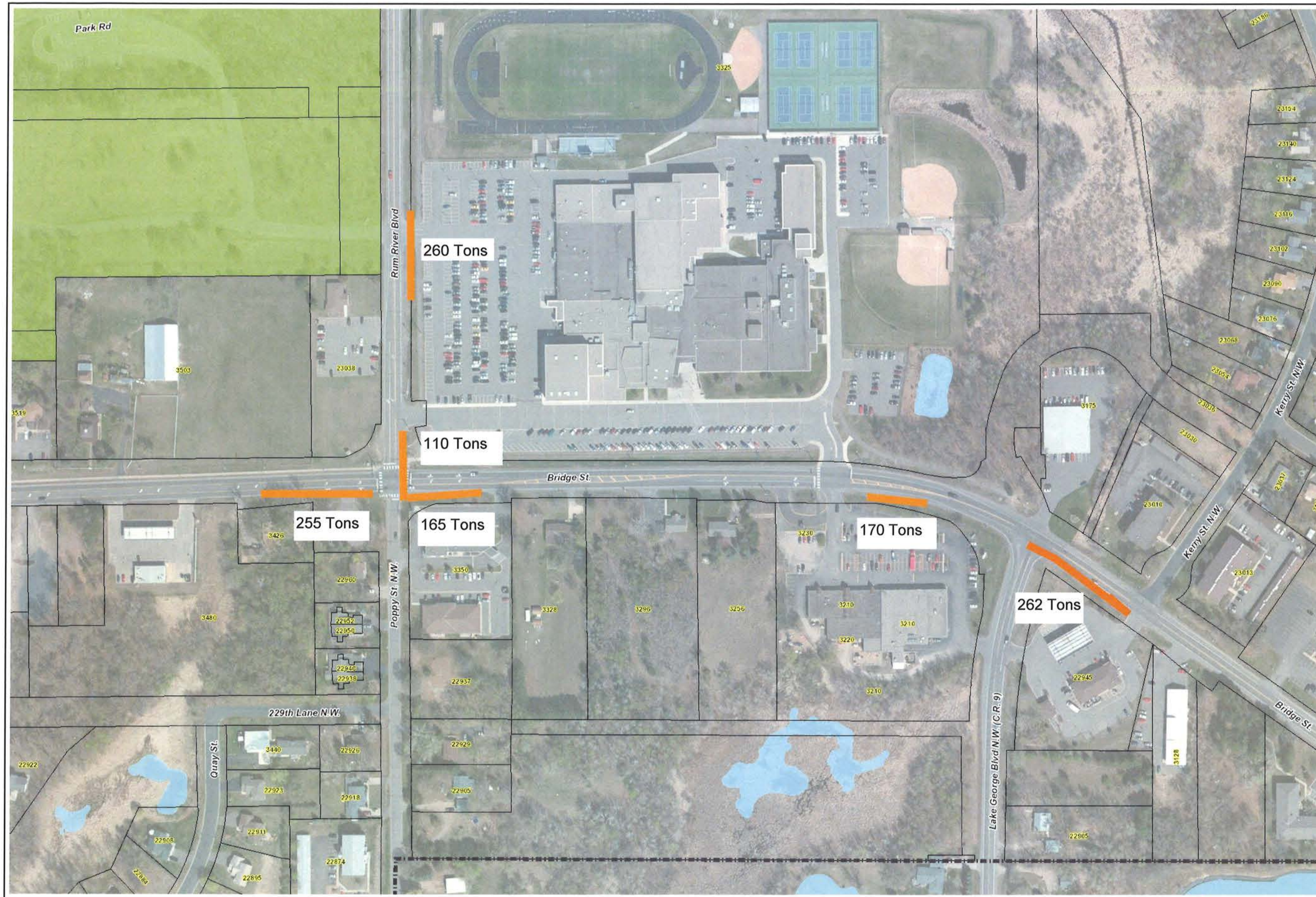
Distribution: Project Engineer (Original), Contractor (copy), DSAE (copy for funding review)

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds

District State Aid Engineer: ______________________ Date: __________

Date	Ticket	Job Description	shipaddress1	Product Name	Vehicle	Qty	Unit
6/13/2016	53105	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 SEWER ROCK	RLL-400	16.93	Ton
6/13/2016	53116	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 SEWER ROCK	RLL-400	17.89	Ton
6/13/2016	53132	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 SEWER ROCK	RLL-400	17.87	Ton
6/13/2016	53151	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 SEWER ROCK	RLL-400	17.38	Ton
6/17/2016	53776	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	RLL-50	21.99	Ton
6/17/2016	53838	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	RLL-50	22.3	Ton
8/15/2016	88656	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	RLL-400	16.75	Ton
8/29/2016	91293	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 River Rock	RLL-400	17.37	Ton
6/17/2016	53773	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	58	23.67	Ton
6/17/2016	53793	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	58	24.03	Ton
6/17/2016	53840	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	58	24.08	Ton
6/21/2016	54248	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	46	24.53	Ton
6/22/2016	54536	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	44	24.42	Ton
6/22/2016	54574	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	44	24.25	Ton
6/22/2016	54689	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	56	24.57	Ton
6/23/2016	55852	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	54	21.59	Ton
6/23/2016	55881	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	54	21.2	Ton
6/23/2016	55908	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST & RUM RIVER BLVD	1 1/2 RIVER ROCK	54	21.17	Ton
6/27/2016	56208	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	CO RD 72 & RUM RIVER BLVD	1 1/2 RIVER ROCK	53	21.64	Ton
6/28/2016	56439	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	55	23.9	Ton
6/28/2016	56482	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	55	23.84	Ton
6/28/2016	56514	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	55	24.38	Ton
6/28/2016	56576	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	58	24.91	Ton
6/28/2016	56596	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	58	24.86	Ton
6/28/2016	56599	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	55	24.52	Ton
7/7/2016	57552	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	67	24.02	Ton
7/7/2016	57621	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	61	23.86	Ton
7/8/2016	57713	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	103	23.76	Ton
7/8/2016	57730	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	103	23.79	Ton
7/8/2016	57744	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	33	23.73	Ton
7/8/2016	57779	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	33	24.47	Ton
7/12/2016	58071	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	50	25.17	Ton
7/12/2016	58073	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	25	24.81	Ton
7/12/2016	58092	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 SEWER ROCK	50	24.73	Ton
7/15/2016	58766	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	36	19.91	Ton
7/15/2016	58815	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	60	24.45	Ton
7/19/2016	59381	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	65	20.96	Ton
7/19/2016	59410	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	65	21.32	Ton
7/27/2016	85906	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	64	24.04	Ton
7/27/2016	85922	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	64	24.25	Ton
7/29/2016	86155	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	67	24.24	Ton
7/29/2016	86163	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	67	24.34	Ton
8/1/2016	86540	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	64	24.39	Ton
8/1/2016	86560	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	50	24.51	Ton
8/1/2016	86565	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	60	24.08	Ton
8/1/2016	86570	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	25	24	Ton
8/2/2016	86626	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	103	24.25	Ton
8/2/2016	86742	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	103	23.96	Ton
8/2/2016	86746	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	54	21.26	Ton
8/2/2016	86756	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	103	24.66	Ton
8/9/2016	87778	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	59	19.07	Ton
8/9/2016	87784	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	48	19.52	Ton
8/9/2016	87789	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	52	17.05	Ton
8/15/2016	88679	ST FRANCIS CSAH 24 BRIDGE ST ROUNDABOUT	BRIDGE ST (CO RD 24) & RUM RIVER BLVD (CO RD 72)	1 1/2 RIVER ROCK	57	24.09	Ton
			TOTAL 1 1/2 RIVER ROCK			1222.73	Tons



City of St. Francis

Legend

- City Limits
- Railroads
- Parcels (1-1-2016)
- Parcels Isanti
- Ponds
- Lakes
- Rivers
- State Land
- City Parks
- County Parks

Aggregate Bedding (Sewer Rock) used at these locations

Aggregate Bedding Location

0 200 Feet

BOLTON & MENK
Real People. Real Solutions.

BOLTON & MENK

Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

January 16, 2017

Mr. Paul Teicher, Public Works Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: Pederson Drive Improvements
St. Francis, Minnesota
BMI Project No: R18.109331

Dear Paul,

Enclosed please find three signed copies of Payment Estimate No. 4 Final and Change Order No. 1 for the above referenced project. The estimate includes all work completed through September 30, 2016. We have reviewed the estimate and change order and recommend approval as submitted. Please review the estimate and change order, and if acceptable, sign and date all copies and forward one copy each to Park Construction Company with payment, one copy each to me, and keep one copy each for your records.

Also enclosed please find Consent of Surety to Final Payment, IC-134's and lien waivers for this project.

If you have any questions, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

JAV/kg

Enclosures

CONTRACTOR'S PAY REQUEST
PEDERSON DRIVE IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.109331
S.A.P. 235-127-001

CONTRACTOR
OWNER
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$	646,152.72
TOTAL, COMPLETED WORK TO DATE	$	609,405.32
TOTAL, STORED MATERIALS TO DATE	$	-
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$	-
TOTAL, COMPLETED WORK & STORED MATERIALS	$	609,405.32
RETAINED PERCENTAGE (0%)	$	-
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	609,405.32
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	575,292.37
PAY CONTRACTOR AS ESTIMATE NO. 4 FINAL	$	34,112.95

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Park Construction Company
1481 81st Avenue NE
Minneapolis, MN 55432

By Steve Brown Project Mgr 12/01/2016
Name Title Date

Approved: Steve Brown
Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By [signature] City Engineer 1/16/17
Jared Voge, P.E. Title Date

APPROVED FOR PAYMENT:
Owner: ST. FRANCIS, MINNESOTA

By ______ City Administrator
Joe Kohlmann Title Date

FINAL PAY ESTIMATE NO. 4 FINAL

PEDERSON DRIVE IMPROVEMENTS
ST. FRANCIS, MINNESOTA
BMI PROJECT NO. R18.109331
S.A.P. 235-127-001

WORK COMPLETED THROUGH SEPTEMBER 30, 2016

ITEM NO.	MN/DOT SPEC NO.	DESCRIPTION		UNIT PRICE	ESTIMATED CONTRACT BID QUANTITY	ESTIMATED CONTRACT BID AMOUNT	QUANTITY PREVIOUS ESTIMATE QUANT	QUANTITY PREVIOUS ESTIMATE AMOUNT	QUANTITY COMPLETED TO DATE QUANT	QUANTITY COMPLETED TO DATE AMOUNT	DIFFERENCE COMPLETED TO DATE QUANT	DIFFERENCE COMPLETED TO DATE AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	$ 29,000.00	1	$ 29,000.00	1.00	$ 29,000.00	1.00	$ 29,000.00		$ -
2	2101.501	CLEARING	ACRE	$ 12,500.00	0.2	$ 2,500.00	0.2	$ 2,500.00	0.2	$ 2,500.00		$ -
3	2101.506	GRUBBING	ACRE	$ 12,500.00	0.2	$ 2,500.00	0.2	$ 2,500.00	0.2	$ 2,500.00		$ -
4	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	$ 12.80	143	$ 1,830.40	143	$ 1,830.40	143	$ 1,830.40		$ -
5	2104.505	REMOVE CONCRETE WALK	SQ YD	$ 4.50	27	$ 121.50	27	$ 121.50	27	$ 121.50		$ -
6	2104.505	REMOVE BITUMINOUS PAVEMENT - STREET	SQ YD	$ 1.75	6902	$ 12,078.50	6902	$ 12,078.50	6902	$ 12,078.50		$ -
7	2104.505	REMOVE BITUMINOUS PAVEMENT - DRIVEWAY OR PATH	SQ YD	$ 1.75	521	$ 911.75	521	$ 911.75	521	$ 911.75		$ -
8	2104.509	REMOVE SIGN	EACH	$ 50.00	2	$ 100.00	2	$ 100.00	2	$ 100.00		$ -
9	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$ 6.35	5	$ 31.75	5	$ 31.75	5	$ 31.75		$ -
10	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	$ 2.50	454	$ 1,135.00	454	$ 1,135.00	454	$ 1,135.00		$ -
11	2105.501	COMMON EXCAVATION (P)	CU YD	$ 14.00	4552	$ 63,728.00	4552	$ 63,728.00	4552	$ 63,728.00		$ -
12	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	$ 16.30	300	$ 4,890.00		$ -		$ -	300.00	$ 4,890.00
13	2118.501	AGGREGATE SURFACING CLASS 5 (SHOULDERING)	TON	$ 21.20	190	$ 4,028.00	196	$ 4,155.20	196	$ 4,155.20	-6.00	$ (127.20)
14	2123.501	COMMON LABORER	HOUR	$ 74.40	16	$ 1,190.40		$ -	6	$ 446.40	10.00	$ 744.00
15	2123.610	1.5 CU YD BACKHOE	HOUR	$ 113.00	16	$ 1,808.00		$ -	8	$ 904.00	8.00	$ 904.00
16	2123.509	DOZER	HOUR	$ 113.00	16	$ 1,808.00		$ -	8	$ 904.00	8.00	$ 904.00
17	2123.510	12 CU YD TRUCK	HOUR	$ 107.00	16	$ 1,712.00		$ -	8	$ 856.00	8.00	$ 856.00
18	2123.514	3.0 CU YD FRONT END LOADER	HOUR	$ 90.50	16	$ 1,448.00		$ -	8	$ 724.00	8.00	$ 724.00
19	2123.610	SKID LOADER	HOUR	$ 84.80	16	$ 1,356.80	1	$ 84.80	1	$ 84.80	15.00	$ 1,272.00
20	2123.610	TRUCK (1500 GALLON WATER TRUCK)	HOUR	$ 84.80	20	$ 1,696.00	3	$ 254.40	3	$ 254.40	17.00	$ 1,441.60
21	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	$ 20.70	2946	$ 60,982.20	3090	$ 63,963.00	3090	$ 63,963.00	-144.00	$ (2,980.80)
22	2231.604	BITUMINOUS PATCH (DRIVEWAYS & PATH) (SPWEB230B)	SQ YD	$ 21.30	314	$ 6,688.20	388.2	$ 8,268.66	388.2	$ 8,268.66	-74.20	$ (1,580.46)
23	2231.604	BITUMINOUS PATCH (STREET)	SQ YD	$ 22.70	33	$ 749.10	388	$ 8,807.60	388	$ 8,807.60	-355.00	$ (8,058.50)
24	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	$ 1.00	12983	$ 12,983.00	12983	$ 12,983.00	12983	$ 12,983.00		$ -
25	2360.501	TYPE SP 9.5 WEARING COURSE (3,C) (SPWEA340C)	TON	$ 61.90	2492	$ 154,254.80	2448.44	$ 151,558.44	2448.44	$ 151,558.44	43.56	$ 2,696.36
26	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) (SPNWB330C)	TON	$ 63.80	1116	$ 71,200.80	1044.5	$ 66,639.10	1044.5	$ 66,639.10	71.50	$ 4,561.70
27	2501.515	18" RC PIPE APRON	EACH	$ 695.00	1	$ 695.00	1	$ 695.00	1	$ 695.00		$ -
28	2501.515	24" RC PIPE APRON	EACH	$ 819.00	3	$ 2,457.00	3	$ 2,457.00	3	$ 2,457.00		$ -
29	2501.602	TRASH GUARD FOR 18" APRON	EACH	$ 355.00	1	$ 355.00	1	$ 355.00	1	$ 355.00		$ -
30	2501.602	TRASH GUARD FOR 24" APRON	EACH	$ 469.00	3	$ 1,407.00	3	$ 1,407.00	3	$ 1,407.00		$ -
31	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	$ 26.90	562	$ 15,117.80	551	$ 14,821.90	551	$ 14,821.90	11.00	$ 295.90
32	2503.511	18" RC PIPE SEWER CLASS III	LIN FT	$ 56.10	16	$ 897.60	14	$ 785.40	14	$ 785.40	2.00	$ 112.20
33	2503.511	24" RC PIPE SEWER CLASS III	LIN FT	$ 44.80	133	$ 5,958.40	108	$ 4,838.40	108	$ 4,838.40	25.00	$ 1,120.00
34	2503.602	CONNECT TO EXISTING STORM SEWER (PIPE)	EACH	$ 686.00	2	$ 1,372.00	2	$ 1,372.00	2	$ 1,372.00		$ -
35	2504.602	ADJUST VALVE BOX - WATER	EACH	$ 369.00	3	$ 1,107.00	3	$ 1,107.00	3	$ 1,107.00		$ -
36	2504.602	VALVE BOX REMOVE AND REPLACE	EACH	$ 507.00	10	$ 5,070.00	8	$ 4,056.00	8	$ 4,056.00	2.00	$ 1,014.00
37	2506.522	ADJUST FRAME & RING CASTING	EACH	$ 444.00	3	$ 1,332.00	2	$ 888.00	2	$ 888.00	1.00	$ 444.00
38	2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	$ 338.00	28.4	$ 9,599.20	28.40	$ 9,599.20	28.40	$ 9,599.20		$ -
39	2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	$ 255.00	13.6	$ 3,468.00	13.6	$ 3,468.00	13.6	$ 3,468.00		$ -
40	2506.516	CASTING ASSEMBLY	EACH	$ 706.00	10	$ 7,060.00	10	$ 7,060.00	10	$ 7,060.00		$ -

ITEM NO.	MN/DOT SPEC NO.	DESCRIPTION		UNIT PRICE	CONTRACT BID QUANTITY	CONTRACT BID AMOUNT	PREVIOUS ESTIMATE QUANT	PREVIOUS ESTIMATE AMOUNT	COMPLETED TO DATE QUANT	COMPLETED TO DATE AMOUNT	COMPLETED TO DATE QUANT	COMPLETED TO DATE AMOUNT
41	2521.501	5" CONCRETE WALK	SQ FT	$ 4.60	944	$ 4,342.40	600	$ 2,760.00	600	$ 2,760.00	344.00	$ 1,582.40
42	2521.501	6" CONCRETE WALK	SQ FT	$ 5.60	851	$ 4,765.60	853	$ 4,776.80	853	$ 4,776.80	-2.00	$ (11.20)
43	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	$ 12.10	3989	$ 48,266.90	4006	$ 48,472.60	4006	$ 48,472.60	-17.00	$ (205.70)
44	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$ 54.30	121	$ 6,570.30	122	$ 6,624.60	122	$ 6,624.60	-1.00	$ (54.30)
45	2531.618	TRUNCATED DOMES	SQ FT	$ 40.00	162.8	$ 6,512.00	164	$ 6,560.00	164	$ 6,560.00	-1.20	$ (48.00)
46	2540.602	RELOCATE MAIL BCX SUPPORT	EACH	$ 135.00	2	$ 270.00	2	$ 270.00	2	$ 270.00		$ -
47	2563.601	TRAFFIC CONTROL	LUMP SUM	$ 8,000.00	1	$ 8,000.00	1.00	$ 8,000.00	1.00	$ 8,000.00		$ -
48	2564.531	SIGN PANELS TYPE C	SQ FT	$ 40.00	51	$ 2,040.00	51	$ 2,040.00	51	$ 2,040.00		$ -
49	2564.602	INTERNALLY LIT SIGN	EACH	$ 2,250.00	4	$ 9,000.00	4	$ 9,000.00	4	$ 9,000.00		$ -
50	2564.602	RELOCATE SIGN	EACH	$ 150.00	4	$ 600.00	4	$ 600.00	4	$ 600.00		$ -
51	2573.502	SILT FENCE TYPE MACHINE SLICED	LIN FT	$ 1.10	525	$ 577.50	488	$ 536.80	488	$ 536.80	37.00	$ 40.70
52	2573.530	STORM DRAIN INLET PROTECTION	EACH	$ 103.00	21	$ 2,163.00	7	$ 721.00	7	$ 721.00	14.00	$ 1,442.00
53	2573.533	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	$ 7.65	160	$ 1,224.00	160	$ 1,224.00	160	$ 1,224.00		$ -
54	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$ 600.00	1	$ 600.00	1	$ 600.00	1	$ 600.00		$ -
55	2574.525	COMMON TOPSOIL BORROW (LV)	CU YD	$ 25.50	1500	$ 38,250.00	557	$ 14,203.50	557	$ 14,203.50	943.00	$ 24,046.50
56	2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	$ 1.30	1096	$ 1,424.80	1100	$ 1,430.00	1100	$ 1,430.00	-4.00	$ (5.20)
57	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	$ 1.20	4127	$ 4,952.40	4150	$ 4,980.00	4150	$ 4,980.00	-23.00	$ (27.60)
58	2575.605	TURF ESTABLISHMENT (SEEDING, FERTILIZER)	ACRE	$ 546.00	1.37	$ 748.02	1.37	$ 748.02	1.37	$ 748.02		$ -
59	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	$ 0.20	12284	$ 2,456.80	12154	$ 2,430.80	12154	$ 2,430.80	130.00	$ 26.00
60	2582.502	4" SOLID DOUBLE LINE YELLOW - EPOXY	LIN FT	$ 0.40	5859	$ 2,343.60	5672	$ 2,268.80	5672	$ 2,268.80	187.00	$ 74.80
61	2582.502	24" SOLID LINE WHITE - EPOXY	LIN FT	$ 10.60	17	$ 180.20	13	$ 137.80	13	$ 137.80	4.00	$ 42.40
62	2582.503	CROSSWALK EPOXY	SQ FT	$ 3.80	1115	$ 4,237.00	954	$ 3,625.20	954	$ 3,625.20	161.00	$ 611.80
						$ 646,152.72		$ 605,570.92		$ 609,405.32		$ 36,747.40

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Consent Of Surety to Final Payment

Bond No. 929632445

PROJECT: *(Name and address)* Pederson Drive Improvements - 2016, SAP 235-127-001	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: **Construction**	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ SURETY: ☒
TO OWNER: *(Name and address)* **City of St. Francis** **23340 Cree Street NW** **St. Francis, MN 55070**	CONTRACT DATED: **4/27/2016**	OTHER: ☒

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Western Surety Company
333 S. Wabash Ave.
Chicago, IL 60604

, SURETY,

on bond of
(Insert name and address of Contractor)

Park Construction Company
1481 81st Avenue NE
Minneapolis, MN 55432

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **January 6, 2017**
(Insert in writing the month followed by the numeric date and year.)

Western Surety Company
(Surety)

Nicole Stillings
(Signature of authorized representative)

Attest: Emily Whitekeiser
(Seal):

Nicole Stillings, Attorney-in-Fact
(Printed name and title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

R. Scott Egginton, John E. Tauer, Linda K. French, D. R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Craig Remick, Jerome T. Ouimet, R. W. Frank, Nicole Stillings, Rachel Thomas, Joshua R. Loftis, Brian J. Oestreich, Melinda C. Blodgett, Sandra M. Doze, Lin Ulven, Ted Jorgensen, R. C. Bowman, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of May, 2015.

WESTERN SURETY CORPORATE SEAL SOUTH DAKOTA COMPANY

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of May, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of January, 2016.

WESTERN SURETY CORPORATE SEAL SOUTH DAKOTA COMPANY

WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Contractor Affidavit Submitted

Enter Information — Review and Submit — **Complete**

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-829-765-952
Submitted Date and Time:	6-Jan-2017 9:19:55 AM
Legal Name:	PARK CONSTRUCTION CO
Federal Employer ID:	41-0466820
User Who Submitted:	parkconst
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**685424640**
Minnesota ID:	8139310
Project Owner:	CITY OF ST FRANCIS
Project Number:	235-127-001
Project Begin Date:	01-Jun-2016
Project End Date:	31-Aug-2016
Project Location:	ST FRANCIS MN
Project Amount:	$605,570.92

Subcontractor Summary

Name	ID	Affidavit Number
SCHMIDT CURB COMPANY	3605361	120987648
REINER CONTRACTING INC	2595892	1246543872
MID STATE RECLAMATION INC	1719563	328712192
WARNING LITES OF MINNESOTA INC	3086922	863248384
CENTRAL LANDSCAPING INC	7663076	1186676736
ALL STATE TRAFFIC CONTROL INC	4300984	844611584

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

How to View and Print this Request

You can see copies of your requests by going to the History Tab, or by clicking the link below. To Print or email a copy of this confirmation page, click one of the buttons below.

Click here to go to the History Tab

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MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-210-274-624
Submitted Date and Time:	1-Dec-2016 1:08:37 PM
Legal Name:	ALL STATE TRAFFIC CONTROL, INC.
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**844611584**
Minnesota ID:	4300984
Project Owner:	CITY OF ST. FRANCIS
Project Number:	SAP 235-127-001
Project Begin Date:	25-May-2016
Project End Date:	12-Aug-2016
Project Location:	ST. FRANCIS, MN
Project Amount:	$23,206.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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16038

CONSTRUCTION COMPANY

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
ALL STATE TRAFFIC CONTROL INC. (Subcontractor)

PROJECT DESCRIPTION/LOCATION: ***CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS***
PARK FILE NO.: 16-324

Upon receipt by the undersigned of checks from **Park Construction Company** in the sum of $987.00 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to **Park Construction Company** through 8/30/16 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day of October, 2016.

All State Traffic Control, Inc
(Subcontractor/Seller)

By: Laurie A. Kissner

Title: President

PAULA RENEE CAPES
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

STATE OF MINNESOTA)
) ss.
County of ~~HENNEPIN~~) Stearns

Subscribed and sworn to me this 31st day of October, 2016

Paula R. Capes
Notary Public for MINNESOTA
My commission Expires ~~1/31/2021~~ 1/31/2020

MINNESOTA·REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-218-744-640
Submitted Date and Time:	31-Oct-2016 10:27:57 PM
Legal Name:	SCHMIDT CURB COMPANY INC
Federal Employer ID	41-1555068
User Who Submitted	Schmidt Curb
Type of Request Submitted	Contractor Affidavit

Affidavit Summary

Affidavit Number:	120987648
Minnesota ID:	3805361
Project Owner:	ST. FRANCIS
Project Number	16-24
Project Begin Date:	13-Jun-2016
Project End Date:	14-Jul-2016
Project Location.	PEDERSON DR
Project Amount	$66,663.60
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8.00 a.m. - 4.30 p.m. Monday - Friday.

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Park

CONSTRUCTION COMPANY

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
SCHMIDT CURB COMPANY, INC. (Subcontractor)

PROJECT DESCRIPTION/LOCATION: *CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS*
PARK FILE NO.: 16-324

Upon receipt by the undersigned of checks from Park Construction Company in the sum of $3,327.60 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to Park Construction Company through 8/30/16 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day of October, 2016.

Schmidt Curb Co Inc
(Subcontractor/Seller)

By: [signature]

Title: President

STATE OF MINNESOTA
) ss.
County of HENNEPIN)

Subscribed and sworn to me this 31st day of October, 2016

Ashley Fischer
Notary Public for MINNESOTA
My commission Expires 1/31/2021

ASHLEY FISCHER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2020

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-054-661-440
Submitted Date and Time:	1-Nov-2016 1:35:52 PM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	jjjewels
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**863248384**
Minnesota ID:	3086922
Project Owner:	CITY OF ST FRANCIS
Project Number:	SAP 235-127-001
Project Begin Date:	13-Jun-2016
Project End Date:	19-Aug-2016
Project Location:	PEDERSON DRIVE IMPROVEMENTS
Project Amount:	$8,452.41
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

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CONSTRUCTION COMPANY

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
WARNING LITES OF MINNESOTA, INC. (Subcontractor)

PROJECT DESCRIPTION/LOCATION: ***CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS***
PARK FILE NO.: 16-324

Upon receipt by the undersigned of checks from **Park Construction Company** in the sum of $422.62 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to **Park Construction Company** through 8/30/16 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day of October, 2016.

Warning Lites of Minnesota
(Subcontractor/Seller)

By: [signature]

Title: Striping Manager

STATE OF MINNESOTA
) ss.
County of HENNEPIN)

Subscribed and sworn to me this 31st day of October, 2016

[signature]
Notary Public for MINNESOTA
My commission Expires 1/31/2021

JULIE JOAN JOHNSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

MINNESOTA • REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-264-312-640
Submitted Date and Time:	31-Oct-2016 4:03:50 PM
Legal Name:	REINER CONTRACTING INC
Federal Employer ID:	41-1831218
User Who Submitted:	lanceg13
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1246543872**
Minnesota ID:	2595892
Project Owner:	CITY OF ST. FRANCIS
Project Number:	SAP 235-127-001
Project Begin Date:	14-Jun-2016
Project End Date:	27-Jun-2016
Project Location:	ST. FRANCIS, PEDERSON DRIVE
Project Amount:	$1,135.70
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

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CONSTRUCTION COMPANY

16-8065

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
REINER CONTRACTING (Subcontractor)

PROJECT DESCRIPTION/LOCATION: ***CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS***
PARK FILE NO.: 16-324

Upon receipt by the undersigned of checks from **Park Construction Company** in the sum of $56.79 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to **Park Construction Company** through 08/31/2016 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day of October, 2016.

Reiner Contracting, Inc.
(Subcontractor/Seller)

By: [signature]

Title: Vice President

STATE OF MINNESOTA)
) ss.
County of ~~HENNEPIN~~) Mcleod

Subscribed and sworn to me this 31st day of October, 2016

LANCE GROBE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

[signature]
Notary Public for MINNESOTA
My commission Expires 1/31/2020

MINNESOTA·REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-628-330-816
Submitted Date and Time:	8-Nov-2016 11:38:50 AM
Legal Name:	MID STATE RECLAMATION INC
Federal Employer ID:	39-1727526
User Who Submitted:	brendapetsch
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**328712192**
Minnesota ID:	1719563
Project Owner:	CITY OF ST. FRANCIS
Project Number:	16-624
Project Begin Date:	07-Jun-2016
Project End Date:	20-Jul-2016
Project Location:	PEDERSON DRIVE IMPROVEMENTS
Project Amount:	$10,101.26
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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CONSTRUCTION COMPANY

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
MIDSTATE RECLAMATION, INC. (Subcontractor)

PROJECT DESCRIPTION/LOCATION: ***CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS***
PARK FILE NO.: 16-324

Upon receipt by the undersigned of checks from **Park Construction Company** in the sum of $505.96 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to **Park Construction Company** through 8/30/16 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day of October, 2016.

Midstate Reclamation, Inc.
(Subcontractor/Seller)

By: Mark Gochel

Title: Controller

STATE OF MINNESOTA)
) ss.
County of HENNEPIN)

Subscribed and sworn to me this 31st day of October, 2016

BRENDA L PETSCH
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2020

Notary Public for MINNESOTA
My commission Expires 1/31/2021

MINNESOTA · REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-960-532-800
Submitted Date and Time:	2-Nov-2016 10:58:40 AM
Legal Name:	CENTRAL LANDSCAPING INC
Federal Employer ID:	41-0968934
User Who Submitted:	RobinA
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**1186676736**
Minnesota ID:	7663076
Project Owner:	CITY OF ST FRANCIS
Project Number:	SAP 235-127-001
Project Begin Date:	09-Jun-2016
Project End Date:	26-Jul-2016
Project Location:	PEDERSON DRIVE-ST FRANCIS
Project Amount:	$12,639.20
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

16-108

CONSTRUCTION COMPANY

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
CENTRAL LANDSCAPING (Subcontractor)

PROJECT DESCRIPTION/LOCATION: *CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS*
PARK FILE NO.: 16-324

Upon receipt by the undersigned of checks from **Park Construction Company** in the sum of $692.47 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to **Park Construction Company** through 8/30/16 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day of October, 2016.

Central Landscaping, Inc
(Subcontractor/Seller)

By: Earl Holler

Title: Pres

STATE OF MINNESOTA)
) ss.
Anoka

Subscribed and sworn to me this 31st day of October, 2016

ROBIN LEE ANDRUS
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXP. 1/31/2019

Notary Public for MINNESOTA
My commission Expires 01/31/2019

Project is pd in full

MINNESOTA · REVENUE **IC134**

Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name: Fries Trees Inc.	Daytime phone: ~~651~~ 763-434-3171	Minnesota tax ID number: 8736979
Address: 2597-161st Ave NW	Total contract amount: $ 4750.00	Month/year work began:
City: Andover State: MN ZIP code: 55304	Amount still due: $ 250.00	Month/year work ended: 6-30-16

Project Information

Project number: 16-324	Project location: Pederson Drive St. Francis MN			
Project owner: Park Construction	Address: 1481-81st Ave. NE	City: Minneapolis	State: MN	ZIP code: 55432

Did you have employees work on this project? [x] Yes [ ] No. If no, who did the work?

Contractor Type

Check the box that describes your involvement in the project and fill in all information requested.

[ ] **Sole contractor**

[x] **Subcontractor**

Name of contractor who hired you: Park Constuction

Address: 1481-81st Ave NE Minneapolis MN 55432

[ ] **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name	Address	Owner/Officer

Sign Here

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature: Susan Fries Title: Owner Date: 12-26-16

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610
Phone: 651-282-9999 or 1-800-657-3594 (TTY: Call 711 for Minnesota Relay).

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval *Date*

(Rev. 4/15)

CONSTRUCTION COMPANY

CONDITIONAL RELEASE AND WAIVER UPON FINAL PAYMENT

PARTIES: PARK CONSTRUCTION COMPANY (Owner) AND
FRIES TREES(Subcontractor)

PROJECT DESCRIPTION/LOCATION:***CITY OF ST. FRANCIS PEDERSON DRIVE IMPROVEMENTS***
PARK FILE NO.:16-324

Upon receipt by the undersigned of checks from **Park Construction Company** in the sum of $250.00 payable to Subcontractor/Seller and when the checks have been properly endorsed and have been paid by the bank upon which they are drawn, this document shall become effective to release pro tanto any construction lien, mechanic's lien, stop notice or bond right the undersigned has on the project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to **Park Construction Company** through 8/30/16 only and does not cover any retention or items furnished after said date. Before a recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

To the extent released under the foregoing paragraph, Subcontractor/Seller hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses for which Subcontractor/Seller, Contractor/Buyer, Contractor's/Buyer's Surety, or Owner might be sued or for which a lien might be filed, or a bond claim made have been fully satisfied and paid, and Subcontractor/Seller agrees to defend and save harmless Contractor/Buyer, Contractor's Buyer's Surety, and Owner from and against all suits, actions, claims, liens, or demands of laborers, mechanics material suppliers or others filed or brought against Contractor's/Buyer's Surety, or Owner or the buildings, structures, additions, or improvements constructed under the prime contract for the Projects or arising out of material supplied by Subcontractor/Seller or the performance of the subcontractor/purchase order work.

IN WITNESS WHEREOF, Subcontractor/Seller has executed this Conditional Release and Waiver Upon Progress Payment and final discharge as of this 31st day ofOctober, 2016.

Fries Trees Inc.
(Subcontractor/Seller)

By: Susan Fries

Title: Owner

STATE OF MINNESOTA)
) ss.
County of HENNEPIN)

Subscribed and sworn to me this 31st day of October, 2016

SUNDAE M. MEYER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2021

Sundae Meyer

Notary Public for MINNESOTA
My commission Expires 1/31/2021

CHANGE ORDER

No. 1 (One)

PROJECT Pederson Drive Improvements- S.P. 235-127-001

DATE OF ISSUANCE: January 13, 2017 EFFECTIVE DATE: January 13, 2017

OWNER City of St. Francis

Owner's Contract No. R18.109331

CONTRACTOR Park Construction Co. ENGINEER Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

1. Description: Final Compensating Change Order
   Cost: $753.50

Total Construction Cost:	$609,405.32
Original Contract Amount	$646,152.72
Total – Change Order No. 1:	($36,747.40)

Attachments:(List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $646,152.72	Original Contract Times Substantial Completion: August 19, 2016 Ready for final payment: September 2, 2016
Net changes from previous Change Orders No. 0 to No. 0 $0.00	Net changes from previous Change Orders No. 0 to No. 0 0 (zero) Days
Contract Price Prior to this Change Order $646,152.72	Contract Times prior to this Change Order Substantial Completion: August 19, 2016 Ready for final payment: September 2, 2016
Net Increase of this Change Order ($36,747.40)	Net Increase of this Change Order 0 (zero) Days
Contract Price with all approved Change Orders $609,405.32	Contract Times with all approved Change Orders Substantial Completion: August 19, 2016 Ready for final payment: September 2, 2016

RECOMMENDED:	APPROVED:	ACCEPTED:
By: [signature]	By:	By: [signature] Project Mgr.
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1/16/17	Date:	Date: 1/16/2017

EJCDC No. 1910—8-B (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

City of St. Francis

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

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: **Building Official Position**

DATE: 2-21-17

OVERVIEW:

With the recent resignation from the Building Official the City was forced to reexamine the Building service functions. Staff brought the topic to the City Council at the February 13th Worksession.

The Council provided Staff with direction on the matter. The final direction was to prepare a notice to terminate the Nowthen Contract. The City would then promote the Building Inspector the Building Official Position. In addition, City Staff is working to supplement the inspection services through a contracted service. Staff anticipates securing a contracted service proposal for consideration at the March 6th City Council Meeting.

Upon approval, the City will promote Phillip Dahlheimer to the position of Building Official and future pay adjustment will be based upon satisfactory performance and moving from "Building Official Limited" to full "Building Official" designation.

Also, the Community Development Director saw this as an opportune time to update the current position description.

In addition, the City of Nowthen will be notified of termination of the contract.

ACTION TO BE CONSIDERED: Motion to reclassify Phillip Dahlheimer to position of Building Official (Pay Grade 14, Step 1); update the Building Official Position and terminate the Nowthen contract.

Attachments:

- Job Descriptions
- Nowthen Contract

City of St. Francis

BUILDING OFFICIAL
POSITION PROFILE

Effective Date:	January 2007	**Revised Date:**	February 2017
Position Title:	Building Official	**Status:**	Exempt
Department:	Community & Economic Development	**Approved:**	____________________
Accountable to:	Community/Economic Development Director		____________________

DESCRIPTION OF WORK

Performs administrative, supervisory and skilled commercial and residential inspection and plan review work enforcing building, mechanical, plumbing codes; inspects and enforces zoning codes, ordinances and land-use regulations. Includes Minnesota Building Code, International Building Code, International Fire Code, Minnesota Plumbing, Mechanical and Energy Codes. Provide information and education o the public regarding the application and interpretation of these codes.

Supervision Received

Works under the general and/or administrative supervision of the Community/Economic Development Director.

Supervision Exercised

Exercises general and technical supervision over inspection personnel including assigning, directing, prioritizing and reviewing work either directly or through project or team leaders.

DUTIES AND RESPONSIBLITIES

a. Schedules and plans inspection department operations, enforces City's Building, Plumbing, Mechanical, Accessibility, Energy and Fire Code enforcement, including review of site and building plans, permit and Certificate of Occupancy issuance, inspections of new and remodeled construction, conducing final inspections and related responsibilities.
b. Coordinates the permit requirements with contracted planning or engineering firm, Community/Economic Development Director and other City staff as appropriate.
c. Performs on-site inspections including but not limited to compliance, building construction work and land use permits. Inspects damaged or deteriorated structures for compliance with building codes; board up condemned building to ensure safety and inspects building being demolished.

d. Investigates unsafe buildings, complaints regarding materials and workmanship, quality and violation of zoning ordinances preparing orders for corrections. If compliance is not achieved work with Department Director and City Attorney's office to resolve.
e. Issues Administrative notices when necessary to enforce compliance with building codes and zoning ordinances; may testify in court concerning results of inspections.
f. Administer, enforce and recommend modifications land use applications, ordinances, codes, plans and related planning programs, services or regulations. Including but not limited to Rental Housing Licensing and Vacant Property Registration.
g. Prepare, oversee and submit annual reports including, but not limited to, the Minnesota State Department of Labor and Industry, Construction Codes and Licensing Division, Minnesota Pollution Control Agency and/or other Federal, State or local codes as required.
h. Maintain all necessary records for day-to-day activity and permanent files, records of all permits issued, inspections made and other actions taken to implement conformance to State and City code provisions
i. Supervise, train and assign work of Building Inspectors, Consulting Inspectors and Seasonal inspectors. Prioritize and review work, scheduling work assignments and use of equipment, providing safety training, coaching, administering or recommending reward and discipline approving timesheets and time off.
j. Provide technical and professional advice to City Council, staff, department heads, builders, architects, planners, developers, engineers, developers, contractors, business owners, and the general public.
k. Enforce City and department policies, procedures, rules and regulation and work methods. Recommends changes to policies, programs and practices and proposes new services or technology.
l. Develop and distribute educational materials to the public on acceptable construction materials, permit process and/or requirements and/or code requirements.
m. Participate in the management, planning, budgets, and evaluation of inspection department operations, personnel and equipment, formulates programs, strategies or policies to promote professionalism and service to the public.
n. Performs other duties as needed or required.

KNOWLEDGE, SKILLS, AND ABILITIES

a. Considerable knowledge of local, state and federal codes including building, fire, mechanical, heating, ventilation & air conditions, plumbing, energy and gas piping, and ordinances pertaining to construction, construction practices and procedures.
b. Considerable knowledge of zoning codes, land-use regulations and application requirements.
c. Considerable knowledge of building materials and industry standards
d. Considerable ability to interpret codes, regulations, plans and specifications including architectural, structural, mechanical, plumbing, energy and engineering designs.
e. Considerable ability to work independently, organize and prioritize in addition to supervising staff and operations
f. Considerable ability to direct the work of others and to maintain a high degree of teamwork.
g. Considerable ability to see, read and interpret complex codes, regulations, ordinances in a fair and consistent manner.
h. Considerable ability to communicate tactfully and effectively face-to-face, by telephone and in writing, including presentations, conducing training and providing testimony.
i. Considerable ability to prepare and maintain accurate, details records and reports.
j. Working ability to keep current on code amendments and technical advances in construction.

k. Considerable ability to walk, bend, stoop, crouch, kneel, twist, turn, work in confined spaces and climb ladders while performing site inspections.
l. Considerable ability to operate standard office equipment and inspection tools, including a networked personal computer with standard office software and GIS applications.
m. Considerable ability to see, including depth perception and the ability to distinguish color
n. Considerable ability to use both large and fine motor skills while performing the routine functions of this position.
o. Working ability to maintain a good driving record and drive safely and legally.
p. Working ability to site, stand, walk and/or climb on occasion, sometimes for long periods of time
q. Ability to work at considerable heights and maintain balance on roofs and scaffolding while performing inspections
r. Ability to work in unfinished structures and in unsafe or uncomfortable surroundings.
s. Considerable ability to establish and maintain effective working relationships with City staff, elected officials, developers, contractors, business owners, engineers and the general public, including handling of complaints and concerns.
t. Considerable ability to visually determine quality and conformity to codes and ordinances including fire hazards.
u. Considerable ability to enforce ordinances and regulations firmly, tactfully and impartially.
v. Considerable ability to effect equitable solutions and legal compliance through the application of persuasiveness, diplomacy and tact.
w. Considerable ability to make sound decisions.

MINIMUM QUALIFICATIONS

- Must have current certification from the State of Minnesota as a licensed Building Official, Building Official Limited, and certification in the coursework in Building Inspection Technology (BIT) or equal from an accredited institution.
- Two years of work experience in a building construction trade or
- Two years of experience inspecting a wide variety of residential and commercial construction and at least one year of experience reviewing and approving commercial and residential plans.
- Possess and maintain a valid Minnesota driver's license or equivalent out-of-state license and required State certification.

City of
St. Francis

POSITION PROFILE

Effective Date:	January 2007		
Position Title:	Building Official	**Status:**	Exempt
Department:	Community & Economic Development	**Approved:**	____________________
Accountable to:	Community/Economic Development Director		____________________

Primary Objectives

Performs administrative, technical residential and commercial inspection and plan review work to ensure compliance with State and local building codes; performs related duties as required.

Supervision Received

Works under the general and/or administrative supervision of the Community/Economic Development Director.

Supervision Exercised

Provides some work direction to the Office Assistant.

MAJOR AREAS OF ACCOUNTABILITY

* 1. Reviews and approves construction plans, authorizes permits, authorizes Certificates of Occupancy, and coordinates the permit requirements with contracted engineering firm, Community/Economic Development Director and other City staff as appropriate.

* 2. Oversees the maintenance of records of all permits issued, inspections made and other actions taken to implement conformance to code.

* 3. Inspects projects and structures to ensure compliance with codes; makes recommendations on code compliance and resolves issues in the field.

4. May coordinate and oversee the work of the consulting inspectors and manage their contracts.

* 5. Advises builders, architects, engineers, developers, contractors, business owners, and the public on code requirements.

* 6. Investigates building complaints taking appropriate action to resolve questions arising from complaints.

* 7. Enforces Chapter 1341 handicap requirements of the Minnesota State Building Code.

* 8. Issues or approves stop orders when necessary.

9. Prepares division goals and objectives and ensures they are carried out effectively.

*10. Prepares or oversees preparation of reports and correspondence.

*11. Prepares the building inspections division budget and submits proposed budget to the department director for preliminary approval; monitors expenditures during the year.

12. Purchases materials for projects and division when needed; obtains approval for non-routine or costly items.

13. Performs other duties as needed or required.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➢ Considerable knowledge of State and City codes, laws, and ordinances pertaining to construction.
- * ➢ Considerable knowledge of construction practices and procedures.
- * ➢ Working knowledge of land and building values in St. Francis.
- ➢ Working knowledge of current office practices, procedures, software and equipment.
- * ➢ Considerable ability to interpret codes and determine acceptable variations for compliance.
- * ➢ Considerable ability to establish and maintain effective working relationships with City staff, elected officials, developers, contractors, business owners, engineers and the public, including handling of complaints and concerns.
- * ➢ Considerable ability to promptly respond to citizen inquiries with tact and diplomacy.
- * ➢ Considerable ability to communicate effectively, both verbally and in writing, including preparing correspondence and reports and making presentations.
- * ➢ Considerable ability to visually determine quality and conformity to codes and ordinances including fire hazards.
- * ➢ Considerable ability to plan, organize and prioritize work and to work independently.
- * ➢ Considerable ability to read and understand computer screens and a variety of documents.
- * ➢ Considerable ability to understand and interpret plans, blueprints and specifications.
- * ➢ Considerable ability to hear and speak when conversing in person or by phone.
- * ➢ Considerable ability to enforce ordinances and regulations firmly, tactfully and impartially.
- * ➢ Considerable ability to effect equitable solutions and legal compliance through the application of persuasiveness, diplomacy and tact.
- * ➢ Considerable ability to make sound decisions.
- * ➢ Working ability to maintain a good driving record and drive safely and legally.
- * ➢ Working ability to stand, walk and climb on occasion, sometimes for long periods when on inspections.
- ➢ Working ability to sit for long periods of time when reviewing plans, blueprints and sketches.
- * ➢ Working ability to bend, crouch, stoop, twist and turn, when filing or retrieving documents or making inspections.

MINIMUM QUALIFICATIONS

- Must have two years of college coursework in building technology (B.I.T.) and certification by the State of Minnesota as a Municipal Building Official. Two years of experience inspecting a wide variety of residential and commercial construction and at least one year of experience reviewing and approving commercial and residential plans.

- Must possess and maintain a valid Minnesota driver's license or equivalent out-of-state license and required State certification.

* Note: Asterisked items are essential to the job.

**AGREEMENT FOR
BUILDING OFFICIAL SERVICES
BETWEEN
THE CITY OF NOWTHEN, MINNESOTA AND
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement ("Agreement") is made and entered into this 14th day of June, 2012 by and between the City of St. Francis, a Minnesota municipal corporation ("St. Francis") and the City of Nowthen, a Minnesota municipal corporation ("Nowthen"). The Cities will collectively be referred to as the parties.

WHEREAS, St. Francis has a Building Official position ("Building Official"); and

WHEREAS, St. Francis and Nowthen are committed to obtaining efficiencies in providing services to their respective citizens through the use of shared service arrangements; and

WHEREAS, the parties have held discussions and determined that it is in the best interests of both Cities to have the St. Francis Building Official provide Building Official services to Nowthen in addition to his duties for St. Francis; and

WHEREAS, this Agreement will detail the terms of that shared service; and

NOW THEREFORE, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE**. The purpose of this Agreement is for Nowthen to purchase Building Official services from St. Francis.

2. **SERVICES TO BE PROVIDED**. The Building Official will provide the following services for Nowthen:

   a. **Building Inspections**. The Building Official will be responsible for the legal aspects of building code administration and enforcement to include plan reviews and inspections per the Uniform State Building Code and Nowthen City Ordinances.

   b. **Permit Issuance**. The Building Official will accept and review all relevant building and related permit applications, conduct all necessary investigations, and ensure that said applications meet all requirements under all applicable Nowthen ordinances as well as all applicable State and Federal laws, rules, and regulations, and will issue permits consistent with Nowthen City ordinances.

   c. **Attendance at Nowthen Meetings**. The Building Official will attend Nowthen City Council meetings, public hearings, and/or special meetings upon request by Nowthen as Nowthen's consulting Building Official. St. Francis may decline to provide the Building Official's attendance at any meeting or hearing where St. Francis determines the Building Official's attendance is required elsewhere.

d. **Administrative Assistance.** The Building Official will perform all relevant administrative assistance related to the above specified services.

e. **Code Enforcement Services.** The Building Official will inspect properties alleged to be in nonconformity with Nowthen's City Ordinances when asked to do so by Nowthen. The Building Official will notify the owners of properties that appear to be in nonconformance with the City Code giving the owner a period of time to bring his/her property into compliance with the City Code. After two notices and there being no or unsatisfactory action by the owner to bring his/her property into compliance, the Building Official will notify the Nowthen City Attorney of the nonconformity and request that legal action be taken. Each party is responsible for enforcement within their respective City and will direct the Building Official in all enforcement actions.

f. **Hours worked at each City.** The parties acknowledge that the Building Official shall divide his time as needed between St. Francis and Nowthen. If either party requires Building Official to work a set number of hours, the parties agree to meet in good faith to negotiate the number of hours the Building Official shall work at each respective City.

g. **Building Official Not Available Due to Illness/Vacation.** St Francis agrees to provide Nowthen with a replacement Building Official to provide services under this agreement if the regular Building Official is not available due to illness or vacation.

3. **TERM.** The term of this Agreement shall be from June 1, 2012 through December 31, 2013. Thereafter this Agreement will continue until terminated pursuant to paragraph 10.

4. **COMPENSATION.**

a. **Hourly Rate.** The compensation to be paid by Nowthen to St. Francis for the Building Official's services as defined herein shall be on an hourly basis equivalent to the hourly rate paid to Building Official by St. Francis plus one dollar ($1) per hour to cover St. Francis administrative costs.

b. **Health Insurance.** Nowthen agrees to pay a flat cents per hour equivalent to the contribution and increase in the health insurance and disability/life insurance payments that St. Francis provides to the Building Official divided by 174.

By way of illustration only, if the City of St. Francis increases its contribution toward the Building Official's health insurance on January 1, 2013 from $650/month to $675 per month, that will increase the hourly rate charged to Nowthen by ($25 divided by 174) fourteen cents ($.14) per hour.

c. **Mileage.** Nowthen agrees to reimburse the City of St. Francis for mileage incurred by the Building Official in performing the duties noted in this Agreement for Nowthen, including mileage from the St. Francis City Hall to any inspection or meeting point. This amount will be established at the maximum rate permitted as a nontaxable expense by the IRS.

d. **Unemployment.**

i. In the event that the Building Official becomes eligible for unemployment benefits as a result of Nowthen's termination of services pursuant to paragraph 10 of this Agreement, Nowthen will pay an amount to St. Francis equal to the St. Francis unemployment obligation divided by that percent of the Building Official's hours spent performing services for Nowthen in the prior full calendar quarter.

By way of illustration only, in the event that the Building Official had performed an average of ten (10) hour per week for Nowthen and thirty (30) hours per week for St. Francis in the prior calendar quarter, Nowthen would be required to pay St. Francis for 25% of the amount that St. Francis is required to pay the department of economic security for the Building Official's unemployment compensation.

ii. In the event that the Building Official becomes eligible for unemployment benefits as a result of discontinued service by Nowthen and continued service by St. Francis but at a reduced level, Nowthen will pay an amount to St. Francis equal to the St. Francis unemployment obligation. Nowthen will not be obligated to pay any amounts toward unemployment where the reduced hours are solely attributable to St. Francis.

e. **Replacement Cost.** Nowthen agrees to pay the full hourly amount charged by a third party replacement for the Building Official for services performed for Nowthen while the Building Official is absent, whether because of vacation, sick leave or other reason, including resignation.

f. Nowthen agrees to pay a prorated share of all sick and vacation leave utilized by the Building Official. This will be a end of year adjustment based on the total paid leave utilized by the Building Official divided by the percentage of time the Building Official worked for Nowthen as compared to total services to both parties.

5. **BILLING.** St. Francis will bill Nowthen for services rendered under this Agreement on a monthly basis. Nowthen will make payment for services rendered by the Building Official directly to St. Francis. Payments will be made no later than two weeks after receiving a bill for services rendered.

6. **EMPLOYMENT STATUS.** The Building Official is an employee of St. Francis and will remain an employee of St. Francis while performing services under this Agreement. No tenure or any rights or benefits, including medical or health insurance coverage, sick

leave, vacation leave, severance pay or other benefits available to Nowthen employees will accrue to the Building Official under this agreement unless specifically stated. Payment of wages as well as payroll deductions for PERA, taxes, unemployment insurance, health insurance, disability insurance, or worker's compensation will be made by the St. Francis as required by law.

7. **INSURANCE AND LIABILITY.**

   a. **Insurance.** While attending to Nowthen matters, the Building Official will be insured by Nowthen under its insurance coverages including commercial general liability. St. Francis will also carry similar insurance on the Building Official.

   b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Nowthen and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Building Official's performance or failure to perform his duties under this Agreement except where such claim, action, damage, loss and expense is attributable to a specific direction from Nowthen or its employees, officials, agents or representatives.

   c. **Liability of Nowthen.** Nowthen agrees to defend and indemnify St. Francis and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Building Official's performance or failure to perform his duties under this Agreement where such claim, action, damage, loss and expense is attributable to a specific direction from Nowthen or its employees, officials, agents or representatives.

8. **WARRANTIES.** In performing services under this Agreement, the St. Francis warrants and represents that the Building Official will exercise that degree of skill and care that a professional building official would exercise under the same or similar circumstances. St. Francis further warrants and represents that the Building Official has and will maintain all necessary licenses and certifications necessary to perform the terms and conditions of this Agreement.

9. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

   a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Nowthen, and shall continue in that order until one names remains.

b. **Litigation**. If the dispute is not resolved within 30 days after the end of medication proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.

c. **Termination**. In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in paragraph 10.

10. **TERMINATION/EXTENSION.**

a. **Termination.** This Agreement may be terminated by the party desiring that the Agreement be terminated providing sixty (60) days written prior notice to all other parties any time after December 31, 2012. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notification.

b. **Extension.** This Agreement may be extended beyond the time designated in Paragraph 3 of this Agreement by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement. In the event that the Agreement is not formally extended by written agreement and services continue, the terms of this Agreement will continue to apply until Termination noted in paragraph 10(a) or the parties enter into a written extension Agreement.

11. **OWNERSHIP AND INSPECTION OF DOCUMENTS.** All documents including electronic data prepared under this Agreement will be the property of Nowthen and will be collected and maintained in a manner as deemed appropriate by Nowthen. Records Availability and Retention: The books, records, documents, and accounting procedures and practices of the Building Official relevant to this Agreement are subject to examination by St. Francis or its designated representative and either the Legislative Auditor or State Auditor as appropriate. The Building Official and both parties to this Agreement will be bound under the provisions of the Minnesota Data Practices Act and will maintain records in a fashion consistent with Minnesota Statutes, Chapter 13.

12. **GENERAL PROVISIONS.**

a. **Entire Agreement**. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.

b. **Amendments**. Any modification or amendment to this Agreement shall require a written agreement signed by all parties.

c. **Notice**. Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

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

City of Nowthen
City Clerk
8188 199th Avenue NW
Nowthen, MN 55330

d. **Captions.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.

e. **Waivers.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

f. **Counterparts.** This Agreement may be executed n several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

g. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.

h. **Successors and Assigns.** St. Francis shall not have any right to assign, transfer, or sublet its interest or obligations hereunder without the written consent of Nowthen. However, nothing in this subparagraph shall prevent St. Francis from providing Nowthen with a substitute for the incumbent Building Official in the event of the Building Official's absence or separation as provided for in paragraph 2g.

i. **Interpretation.** The laws of the State of Minnesota will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS, the parties hereto have executed this Agreement the day and year first above stated.

CITY OF NOWTHEN

William Schulz
Mayor

CITY OF ST. FRANCIS

Jerry Tveit
Mayor

Corrie LaDoucer
City Clerk

Matthew Hylen
City Administrator

566764-v2

**ADDENDUM TO AGREEMENT
FOR BUILDING OFFICIAL
SERVICES BETWEEN
THE CITY OF NOWTHEN, MINNESOTA AND
THE CITY OF ST. FRANCIS, MINNESOTA**

The City of St. Francis and the City of Nowthen are parties to an agreement dated June 14, 2012 (hereinafter referred to as the Agreement) detailing the St. Francis Building Official's role as Building Official for the City of Nowthen.

This Addendum will serve to document that the parties have agreed to the changed language from Building Official to Building Official or their designee. The designee will be paid at the rate of $15.00 per hour plus the terms of the original agreement. All other provisions of the Agreement will continue in full force and effect until this time.

This Addendum will be attached to the original Agreement

For the City of Nowthen:

William Schulz, Mayor

Corrie LaDoucer, City Clerk

Dated: June 12, 2013

For the City of St. Francis:

Jerry Tveit, Mayor

Matthew Hylen, City Administrator

Dated: June 3, 2013

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
9C

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

SUBJECT: **Squad Car Transfer to Fire Department**

DATE: 2-21-17

OVERVIEW:

The Police Department is on a standard rotating schedule for replacing squad cars. They traditionally replace one squad one year and two the next year.

The used squad cars usually get traded in to the dealership. However, the Fire Department identified a need for an additional vehicle. This would allow the Fire Chief to use the squad car as a day-to-day vehicle and allow the Fire Officers to utilize the fire utility truck.

Staff brought this request to the February 13th Worksession seeking guidance on the matter. At that time, it was determined that the squad car should be transferred to the Fire Department to allow Fire Officers to utilize the Fire Truck. The trade in value for the vehicle was estimated at $4,000.

ACTION TO BE CONSIDERED: Motion to transfer the used squad car to the Fire Department.

Attachments:

- None

City of St. Francis

Stormwater Fund Administrative Review and Report

Presentation to St. Francis City Council

By

City Administrator

PRESENTATION OUTLINE

1) Program/Requirements

2) Infrastructure Identification

3) Billing and Funding

City of St. Francis

Findings are based on...

1) City Capital Plans

2) Preliminary inventory

3) Finance documentation

4) MPCA website materials

Program Requirements

- MS4 Permit
- First Round of MS4 Applications Made In March 2003
- MS4 is a Nationally Required Permit Under the Federal Clean Water Act
- 260 Cities/Agencies in Minnesota
- St. Francis is Mandated by Law to Apply:
  - Population from the US Census Website: 7,218
  - Rum River is classified as an outstanding resource value water (Scenic and/or Recreational Water)

Why should the City Apply?

- MN Statute 7090.1010 requires the City to apply within 18 months of being classified as a MS4 by the MPCA.

- MPCA Enforcement Tools:
  - Administrative Penalty Orders (up to $20,000)
  - Stipulation Agreements (for penalties over $20,000)

City of St. Francis

But do they really Use Monetary Penalties for Cities?

- 10/02/2013 STIP Perham wastewater treatment plant Perham Water Quality $70,000.00 News Release Justin Barrick, 218-316-3858
- 12/30/2014 STIP City of Hastings and Max Steininger, Inc. Hastings Water Quality-stormwater $40,000.00 News release Paul Erdmann, 651-757-2883

City of St. Francis

What exactly is the MS4 Permit and what does it entail?

- A municipal separate storm sewer system is a conveyance or system of conveyances (roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, storm drains, etc.)

- The MS4 General Permit is designed to **<u>reduce the amount of sediment and pollution that enters surface and ground water</u>** from storm sewer systems to the maximum extent practicable. Stormwater discharges associated with MS4s are subject to regulation under the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS). Through the MS4 General Permit, the system owner or operator is **<u>required to develop a stormwater pollution prevention program (SWPPP) that incorporates best management practices (BMPs)</u>** applicable to their MS4.

City of St. Francis

How does the City achieve reducing pollution and sediment as outlined in the previous slide?

- Adopt Regulations for illicit discharges
- Control Stormwater runoff from construction sites
- Develop Enforcement procedures
- Inventory Storm Sewers and Map (storm sewers, ponds, wetlands, stormwater infrastructure).
- Prevention – implement program, facilities inventory, procedures, training, and documentation.

St. Francis has sandy soil and there isn't much runoff. What Infrastructure?

- Part of the MS4 Permit requires taking inventory of stormwater systems. With that, the City has the following preliminary estimates:
  - Storm Manholes: 43 - 150
  - Catch Basins: 472 – 589
  - Storm Ponds: 983
  - Storm Sewer conduit: 15.7 miles
  - Storm Culverts: 528
  - Box Culverts, ditches, creeks, natural, other

City of St. Francis

How do we not know the exact numbers and locations of this infrastructure?

- Some of these are naturally occurring (wetlands, creeks)

- Most of this infrastructure has been added over the last 50-75 years incrementally through development

- When a new development goes in, stormwater infrastructure is added to accommodate drainage and management

City of St. Francis

What does it cost to replace this infrastructure?

- A very preliminary review of the City's stormwater infrastructure has provide the following estimate:
  - $252,000 over the next five years

City of St. Francis

How much did the City take in for Revenue in 2016?

$170,160 (unaudited)

$55,383 was spent on operational costs (annual expenses that include engineering, street sweeping, storm sewer maintenance and management.

$118,688 was the left over fund balance

City of St. Francis

$118,688 annually is way more than $252,000 over the next five years, why?

- This was just a PRELIMINARY inventory of infrastructure, the exact cost is unknown but will be put together as the MS4 Permit is completed over the next couple of years.

- As the program is developed and implemented, operating costs to administer the program will increase (develop, implement and enforcement of illicit discharge, monitoring pollutants, construction management, infrastructure inspections, etc.).

Still, even if there is a 50% increase in operational costs, there is still a surplus- why?

- If operational 50%, where does the rest of the money go?
- For illustration: $170,160 - $83,075 = $87,085 annually
- Road Improvements and Retrofit analysis projects

Road/Stormwater association:

- Stormwater improvements are included in road reconstruction on a case by case basis.

- This includes catch basins, inlet castings, manholes, storm sewer pipe, and potentially regrading, curb and gutter, ponds, other methods of storm water management.

- These improvements are assessed at 40% to resident and 60% to the City of the total improvement costs.

City of St. Francis

How much are Road Improvements and what percentage is stormwater of that total cost?

- Stormwater is reviewed on a case by case basis

- The City has three potential road reconstruction projects in the next five years totaling $900,000 ; $1.2 million and $1,105,000

- Estimating that storm sewer will be 5% of these total costs ($3,205,000 x 5% = $160,250)

- 60% = $96,150

Alright, what is a summary of all that math?

- Assuming a fund balance of $118,688 for the first two years ($118,688 x 2 = $237,376)
- Assuming a 50% increase in operations for three years after ($170,160 - $83,075 = $87,085 x three years = $261,255)
- This equals a fund balance (minus operation costs) of $498,631 over five years
- City Cost estimates over five years are $252,000 + $96,150 = $348,150
- $498,631 - $348,150 = **$150,481** (less than 1 year revenue)

City of St. Francis

Project estimates do not include Legacy Fund eligible projects identified by Anoka County:

- Anoka County commissioned a study to identify potential stormwater projects that would reduce pollutants to the Rum River

- These projects are optional (for now)

- There are 17 projects identified ranging from $15,488 and $170,840

City of St. Francis

Why is the City sending out these individual stormwater bills? Why not on property taxes or utility bills?

- If the City added this to the levy, it would equate a 6% increase in taxes if the same amount of revenue were to be generated
- The whole city is not on the Utility Billing and in order to do that, utility customers would pay $5 monthly and subject to applicable late fees in conjunction with their utility bill. They also would have the charge spread out over 12 months, this would not be afforded to non-utility customers.
- Property taxes would exempt non tax paying entities.

City of St. Francis

Questions or Comments?

City of St. Francis

City of St. Francis

Streets and Parks Monthly Report – January 2017

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	
Parks	Park Inspections	Inspect equipment, buildings, and trees.	126	Inspections
Streets	Snowplowing	Plowing City Streets	269.6	Miles
Streets	Snowplowing	Plowing Cul-Da-Sacs	256	Cul-Da-Sacs
Streets/Parks	Snowplowing	Plowing Parking Lots	27	Number of Lots
Streets	Snowplowing	Amount of Salt Applied to Roads	116.64	Tons
Streets	Snowplowing	Amount of Granite Chips Applied to Roads	5.4	Tons
Streets/Parks	Callouts	Response for service requests outside normal working hours.	1	1 Snowplowing/ Salting
Parks	Events	Preparation and Inspection	17	17 Warming House
Parks	Ice Rinks	Flooding Ice Rinks	26,000	Gallons of Water
Parks	Snowplowing	Trails/Sidewalks	45.5	Miles

City of St. Francis

Water and Sewer Monthly Report - January 2017

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	Inspect Facility Daily	Facility Inspection	22	Inspections
Water	Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	
Water	Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	
Water	Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	
Water	Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	22	Labs
Water	Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	22	Inspections
Water	Bacteria Samples	Take set of monthly bacteria samples.	5	Samples Per Set
Water	Water Treatment Report			
		Total Finished Water	10.995	Million Gallons
		Total Raw Water	11.502	Million Gallons
		Average Daily Flow	.354	Million Gallons
		Average Chlorine	.54	Mg / l
		Average Raw Iron	1.13	Mg / l
		Average Raw Manganese	.076	Mg / l
		Average Fluoride	.72	Mg / l
		Iron Removal	98%	
		Manganese removal	70%	
Wastewater	Wastewater Treatment Report			
Wastewater	Inspect Ponds	Daily inspection of WWTF ponds.	22	Inspections
Wastewater	Inspect Blower	Daily inspection of blowers.	22	Inspections

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Wastewater	Inspect Control Building	Daily inspection of control building.	22	Inspections
Wastewater	Monthly Sampling	Perform required monthly sampling: 2 Influent (9 Constituents); 4 Effluent (15 Constituents)	18	Constituents
Wastewater	D.O readings	Take required D.O readings.	22	D.O Readings
Wastewater	pH Readings	Take required pH readings.	3	pH Readings
Wastewater	Inspections	Inspect 10 lift stations daily and calculate pump runtimes.	198	Lift Station Inspections
	Wastewater Flows/results			
		Discharge Point	Seelye Brook	
		Total Influent	11.057	Million Gallons
		Total Effluent	10.837	Million Gallons
	Note: (CMA) = Calendar Month Average	Influent TSS	851 (CMA)	Mg / l
		Effluent TSS	45 (CMA)	Mg / l
		Influent Cbod	571 (CMA)	Mg/l
		Effluent Cbod	34 (CMA)	Mg/l
		Influent Phosphorus	10.6 (CMA)	Mg/l
		Effluent Phosphorus	1.26 (CMA)	Mg/l
Water/ Sewer	Monthly Tasks			
Water/Sewer	Locates	Process Locate Requests	14	Utility Locate Requests
Water/Sewer	Meter Readings	Monthly Meter Readings (City owned and large user meters.)	53	Monthly Readings
Water/Sewer	Water/Sewer Connections	Inspect New Water and Sewer Connections	2	
Water/Sewer	Water Misc.	Work orders: re-reads, high water usage, no read list, and meter installs.	23	Work Orders
Water/Sewer	Monthly Projects			
Water	Fluoride Lines	Chemical lines that carry fluoride.	200	Feet
Water	Fluoride Pumps	Replace Pump Heads	2	
Water	Replace Chlorine Injectors	Creates Vacuum	3	
Sewer	Wash Down Lift Stations	Spray Down Grease	8	Lift stations
Sewer	Submit Spray Irrigation Report to MPCA	Annual Report of Spray Irrigation Usage	1	

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Sewer	Submit Chloride Reduction Report to MPCA	Annual Report for Chloride Reduction	1	
Sewer	Install Lift Handles on Lift Station Pumps	New Handles Designed to Have Lifting Chain Attached	3	