CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
FEBRUARY 6, 2017
ISD #15 CENTRAL SERVICE CENTER
4115 Ambassador Blvd NW
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 – 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

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

6. SPECIAL BUSINESS

7. PUBLIC HEARINGS
   A. Northland Securities – Tax Increment Financing Presentation

8. OLD BUSINESS

9. NEW BUSINESS
   A. Enter into a Service Agreement and Facility Use Agreement with Allina
   B. Fire Department Authorization to Start the Hiring Process for Additional Fire Fighters

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

11. REPORTS
   A. Administrator's Report – Schedule Work Session for February 13, 2017
   B. Police Dept. - Annual 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 6th, 2017 Council Meeting

Agenda Items:

4. **CONSENT AGENDA:**
   a. *City Council Minutes* – January 17th,, 2017

   b. *Charter Commission Minutes* – February 1st, 2016

   c. *EDA Minutes* – August 29th, 2016

   d. *Planning Services* – The Planning Services Agreement with HKGi for the Comprehensive Plan.

   e. *Recycling Agreement* – Annual contract with Anoka County to receive S.C.O.R.E. funds for recycling program. Requested amount $42,920.

   f. *EDA Meeting Update and Annual Report* – attached is a quick overview of the EDA activities on 1/17/17 and the Annual Report from 2016.

   g. *Anoka County Conservation Septic Funds* – Approve a letter of intent and pursuit of a 50% grant to identify, inventory and promote compliance with the estimated 683 septic systems in place.

   h. *Water/Wastewater Operator* – Hire Blake Bistodeau contingent upon successful completion of City background requirements.

   i. *Bridge Street Utility Improvements*- Pay Request No. 11. (FINAL) and Change Order No. 3. (aggregate bedding $35,743.50).

   j. *Payment of Claims* -

6. **SPECIAL BUSINESS:**
   No Special Business

7. **PUBLIC HEARINGS**

   A) **Tax Increment Financing (T.I.F.) Plan and Public Hearing**
   The City received an application for a TIF Business Subsidy from GD1 and LeGen Companies. The requested subsidy is $1.5 million over 10 years. The City's Economic Development Authority reviewed the application on 1/17/17 and the application has met the required policy requirements.

   1) Public hearing allowing Public Comment on the TIF Plan
   *2) **Adopt Resolution 2017-06** Establishing Tax Increment Financing District No. 2.1 and the Adoption of the Development Program and Tax Increment Financing Plan.*

8. **OLD BUSINESS**
No Old Business

9. **NEW BUSINESS**
   a. Allina Heath Emergency Medical Services – A service agreement with Allina. An Allina representative will be in attendance to report on the agreement. **Motion to enter into the agreement**.

   b. Hiring New Firefighters – Staff is looking for authorization to hire up to 5 new firefighters. The department has recently had 3 members leave the department. The approximate cost per firefighter is $895 and ongoing call payments as they perform their duties.

11. **Reports:**
   A) Police Department – Annual Report

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
JANUARY 17, 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, 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, Liquor Store Manager John Schmidt, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**
MOTION BY TVEIT SECOND MUEHLBAUER TO APPROVE THE AGENDA AS SUBMITTED. Motion carried 4-0.

4. **CONSENT AGENDA**
MOTION BY TVEIT SECOND BAUER TO APPROVE THE CONSENT AGENDA ITEMS A-E AS FOLLOWS;
A. City Council Minutes – January 3, 2017
B. Accept the Resignation of EDA member Troy Shook
C. Pay Request No.18 for $155,571 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
D. Final Pay Estimate for $3,521.24 & Change Order No. 1 for $753.50 to Concrete Idea, Inc. for the Hwy 47 Pedestrian Improvements
E. Payment of Claims $1,329,302.23 (ACH 178E-181E $1,186,837.82 and Check # 71945-72008 $311,073.67)

Motion carried 4-0.

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

6. **SPECIAL BUSINESS**
A. HKgi: Master Redevelopment Plan – Progress Update/Presentation:
The City of St. Francis and Hoisington Koegler Group Inc. are in the process of creating a redevelopment plan for areas along the Highway 47/St. Francis Blvd corridor, and along the Bridge Street corridor. City Administrator Joe Kohlmann introduced Kevin Clarke and Britt Palmberg of HKgi They will give a presentation on how the St. Francis Forward Redevelopment Plan is proceeding. Both presenters went into detail of their research to date. The

topics covered were; Site Analysis, What We've Heard, Vision and Guiding Principles. HKgi will also be incorporating this data into the Comp Plan. Thunstrom state the next public meeting will be held February 16th, 6:00 pm at the high school. Feldman said I like the idea of tying Hwy 47 to Bridge Street. This is a visionary outlook for years to come. If our tax base grows it does help with taxes. Tveit said I am a big advocate for infrastructure but would like to make a conscious effort to manage people's expectation. We need to show the people the vision. I don't think the city did an adequate job on the wastewater treatment facility and why we needed it. Feldman said you need a plan but you also need preparation. It is going to take time. We do have some things in place. Muehlbauer said with the Bridge Street extension, how do you intend to connect the two. There was a study in 2005 that had the bus garage relocated. Plans can take 10-20 years to implement. Feldman said we are playing catch up and hope the people will have patience with us. The council thanked HKgi for their presentation.

B. <u>Lan Tornes: Upper Rum River Watershed Management Organization Presentation</u>: Lan Tornes introduced himself to the City Council. Tornes explained that he has lived here for about 12 years and currently on the URRWMO Board. Tornes gave an informational power point presentation on the URRWMO. He said the cities that make up the URRWMO are St. Francis, Bethel, Nowthen, Oak Grove, part of East Bethel, and a small portion of Ham Lake. Tornes stated he would answer any questions the council may have regarding the organization. Feldman thanked Lan for the worked he put into this. Feldman asked if the storm water fee connects with this? Tornes was not sure. Tveit said are you thinking about the MS4 Permit? As the cities grow there are a new tiers and different regulations. I think it is part of the MS4 stated Tveit. As part of the URRWMO presentation it states it is in place to controls surface and groundwater and erosion control. Bauer said all these cities are in Anoka County. What about the cities north of us? Tornes said they are not part of the watershed management organization. There are watershed districts and there is watershed management, they are different. Bauer stated it is baffling that Isanti can pollute and we have to take care of it. Tornes stated being we are in the seven county metro area we are required to have a watershed management organization. Muehlbauer asked if there are grants to help out with the funding. Tornes said there are some but we only actively go out when there are needs. Tveit said last year the Met Council had some grants. Feldman thanked Tornes again for his presentation.

7. **<u>PUBLIC HEARINGS</u>**
None

8. **<u>OLD BUSINESS</u>**
None

9. **NEW BUSINESS**

A. Resolution 2017-05: Declaring Surplus Property:

There has been interest by some people to purchase the City issued handgun of former Police Chief Jake Rehling. Staff has been in contact with a local firearms dealer who is willing to facilitate the selling to the interested party(s). The first of the process is the City must declare the City issued handgun surplus property with Resolution 2017-05. MOTION BY BAUER SECOND TVEIT TO ADOPT RESOLUTION 2017-05 DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY. Tveit said I think this amount if somewhat high. Comparisons were researched on various sources and found it was really varied. Length of a police hand gun is approximately 15 years. It was mentioned that police firearms are well taken care of. Motion carried 4-0.

B. Council Procedure at Regular Meetings: Appointments to EDA:

With recent resignation of EDA member Troy Shook, there are now two vacant positions on the EDA. The City has advertised through the Courier and the City's website, vacancy for over a year. MOTION BY MUEHLBAUER TO APPOINT SARAH UDVIG AND MICHAEL RODGER TO THE ECONOMIC DEVELOPMENT AUTHORITY. Motion carried 4-0.

10. **MEETING OPEN TO THE PUBLIC**

None

11. **REPORTS**

A. Administrator's Report - None

B. Public Works Monthly Report - Public Works Director Paul Teicher have the monthly report on the water/ sewer and streets/parks. Teicher stated there is a concern with the warm weather this week on our rink condition.

C. Councilmember Reports -

Tveit said he received a flyer in the mail. In the past they have had a Mayor's Snowmobile Ride and with the warm weather the past several years they will not have one this year. The Sno-Ghosts are still going to have a get together called Meet, Greet & Eat. It will be Saturday, February 11th at the Cedar Creek Conservation Area-Riverside Shelter from noon to 3:00 pm. Everyone is invited to come and eat a hotdog by the bonfire. The Sno-Ghosts do a great job grooming our snowmobile trails. Tveit said recently someone questioned him on the rental license fees. Wondering if we could discuss it at a workshop. I like to have a "Meet Council Jerry" at the Community Center on February 22. It will be informal. The council is invited. I will be missing the first meeting in March.

Muehlbauer said I did check out the sound system here and I am not familiar with what they have, still looking into it. Held my first EDA meeting tonight and discussed tax increment financing. The EDA agreed to move this request forward to the city council. Talked to staff about getting a subscribe option on our website to get community involvement. So whenever there is city news they would get it.

Bauer said I too will be out for the March 6 City Council meeting.

Feldman said hopefully someday as we grow we won't have to do TIF's. Some cities such as Cambridge do not do that someday we might be in that situation, hopefully. I have something I want to read, I want it to be put in the record as I state it so I am just going to read it off my sheet.

"It has come to my attention that there are still rumors going around that I am going to disband our police force. Nothing could be further from the truth. I have told this to our Police chief and I am now putting this on the record. What I am going to do is create, from a suggestion by our City Administrator, a finance committee. This committee will work with all of the department heads on a regular basis, to review their specific budget. By doing this, I and the council can; makes sure that the public dollars are being spent wisely and make sure that the services the residents are paying for is exactly what they are getting and also to see if there is a better way to provide those services at a reduced cost. I will also be looking at all facets of our city government in order to reduce our utility rates, while making sure we provide the residents with the services they require. This will begin with the 2018 budget year."

Just a FYI, I also will be inviting the Met Council to a workshop in February to get their input and talk over options pertaining to our waste water treatment facility. This will be open to the public and will be noted on our City's website.

So please if you hear anything that I want to disband the police department, please tell them it is not true. We will work with them as we will work with all departments to make the city run more efficiently and save money where we can.

12. **ADJOURNMENT**
There being no further business Mayor Feldman adjourned the regular city council at 7:22 pm.

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Barbara I. Held, City Clerk

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

ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

AUGUST 29, 2016

1. **Call to Order**: The EDA Vice President Richard Orpen called the EDA meeting to order at 6:18 pm.

2. **Roll Call**: Members present, Richard Orpen, Troy Shook and Brenda Pavelich-Beck. Chris McClish excused. Also present City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, City Attorney Scott Lepak, and City Clerk Barb Held.

3. **Approve Minutes of May 16, 2016**: Motion by Pavelich-Beck second Shook to approve the May 16, 2016 Economic Development Authority Minutes. Motion carried 3-0.

4. **Meadows of St. Francis Development Agreement & Sale Public Hearing:** In 2013, the City bought 46 townhome unit lots in the Meadows of St. Francis subdivision. The lots were later transferred to the ownership of the EDA. On October 19, 215, the EDA entered into a purchase agreement with Able Companies for the sale of the townhome lots. In order to go forward with the closing, the EDA needs to hold a public hearing regarding the sale and authorize the terms of the sale. The development agreement includes terms that the developer must build two buildings (which include multiple units) per year for three years. The developer has partnered with a builder (RCA Builders) and the agreement states that no transfer may be done except to this entity, who is a signatory of the agreement, within the first year. The developer was also required to put together homeowner's association documents. Also, city staff has requested that the structures have a decorative brick or stone element added to the façade, as was originally planned for the units in this development. These documents were prepared and reviewed by the City Attorney's office and were conditionally approved.

Orpen opened the public hearing at 6:25 pm. Orpen asked if anyone wanted to speak on this topic. After hearing no public input, Orpen closed the public hearing at 6:25 pm.

Motion by Shook second Pavelich-Beck to approve the develop agreement and accept the terms of the sale. Motion carried 3-0.

5. **Other Discussion:** None.

6. **Adjournment:** Motion by Pavelich-Beck second Shook to adjourn the EDA meeting at 6:27 pm.

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Barbara I. Held, City Clerk

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CHARTER COMMISSION MINUTES

FEBRUARY 1, 2016

Call to Order: The Charter Commission meeting was called to order at 5:00 pm by Randy Dressen.

Roll Call: Present were Randy Dressen, Gary Zimmerman, Malcolm Beck, Steve Kane, Rich Skordahl and Tim Brown. Also present was, City Administrator Joe Kohlmann Assistant City Attorney David Schaps and City Clerk Barb Held.

Approve Minutes of January 29, 2015: Motion by Brown second Kane to approve the January 29, 2015 Charter Commission Minutes. Motion carried unanimously.

Appointment of Chair and Vice Chair: Brown nominated Randy Dressen as Chair. **Motion by Brown second Kane to appoint Randy Dressen as the Chair for the Charter Commission. Motion by Beck second Zimmerman that nominations cease.** Motions carried unanimously.

Brown nominated Steve Kane as Vice Chair. **Motion by Brown second Skordahl to appoint Steve Kane as the Vice Chair for the Charter Commission. Nominations closed after three times of calling for nominations**. Motion carried unanimously.

Charter Discussion on Setting Regular City Council Meetings by Resolution: Dressen stated this matter had been discussed briefly last year about the possibility of amending the Charter allowing the City Council to have an option of cancelling a meeting by resolution. The ones discussed were the second meeting in December and possibly the first meeting in July, which often falls close to the fourth of July. Assistant City Attorney David Schaps stated currently, the City Charter in Section 3.02 directs that the City Council "shall meet at such time or times each month as may be prescribed or by ordinance." The statutory requirement is the City is required to hold a meeting at least on a monthly basis in order to pay their bills. If the Charter Commission decides to proceed and recommend the City Council approve an ordinance granting them the ability to set it's meeting schedule by resolution. Schaps referenced the City Attorney's memorandum regarding the steps that would have to be followed if the Charter Commission proposed change brought before the City Council. The proposed change in the Charter would read if approved by the City Council;

> **Section 3.02 Council Meeting.** *The Council shall meet at such time or times each month as may be prescribed or by ~~ordinance~~ resolution. In addition, the Mayor or any two (2) Council persons may call special meetings of the Council upon such notice as may be prescribed by Ordinance.*

Discussion by the commission members on whether to forward the amendment on to the City Council. **Motion by Beck second Brown to move forward with the proposed change.** Motion carried unanimously.

Other Items of Discussion: Skordahl said we do have a vacancy, how do we publish this. Held said we have it on our website and ad for the Charter and EDA were published in the Courier.

Adjournment: Motion by Kane second Zimmerman to adjourn the Charter Commission meeting at 5:20 pm. Motion carried 5-1. Brown voting nay.

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Barbara I. Held, City Clerk

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 D

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Hoisington Koegler Group, Inc. Agreement pertaining to Comprehensive Planning Services

DATE: January 30, 2017

OVERVIEW:

The City is required to complete a local Comprehensive Plan to address land use, transportation, wastewater, surface water, water supply, parks and trails, housing, resilience, economic competitiveness and the implementation.

The City accepted RFP applications for the services pertaining to the Comprehensive Plan. On January 3, 2017 Council chose the RFP as received by Hoisington Koegler Group, Inc. (HKGi).

Attached is the Agreement as reviewed and approved by Barna Guzy & Steffen to move forward with services requested.

ACTION TO BE CONSIDERED:

Acceptance and signatures of the following Agreement

BUDGET IMPLICATION:

Met Council Planning Grant $32,000
2017 budgeted item

Attachments:

- Agreement between the City of St. Francis and Hoisington Koegler Group, Inc. for services pertaining to Comprehensive Planning Services

January 19, 2017

Hoisington Koegler Group Inc.

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

Subject: An Agreement between The City of St. Francis and Hoisington Koegler Group Inc. for services pertaining to Comprehensive Planning Services

Dear Ms. Thunstrom;

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the **City of St. Francis** hereinafter referred to as the CLIENT, and **Hoisington Koegler Group Inc.**, hereinafter referred to as the CONSULTANT for **Comprehensive Planning Services**, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Program.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.

2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed sixty nine thousand one hundred dollars inclusive of expenses.

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.

3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.

4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.

2. Arrangements and notification for public meetings and stakeholder meetings.

3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in Attachment A.

4. Participation in team workshops as needed.

5. Presentation of draft materials to stakeholder groups as required.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
   $2,000,000 per occurrence
   $3,000,000 general aggregate
   $300,000 damage to rented premises
   $15,000 medical expenses

2. Umbrella Liability
   $1,000,000 per occurrence
   $1,000,000 general aggregate
   $10,000 self-insured retention

3. Worker's Compensation and Employer's Liability

   a. Worker's Compensation per Minnesota Statutes
   b. Employer's Liability
      $500,000 per accident;
      $500,000 per employee;

$500,000 per disease policy limit.

4. Professional Liability Insurance

   $2,000,000 per claim
   $4,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed by December 31, 2018.

G. SUB-CONSULTANTS

To complete aspects of the PROJECT as described in the Exhibit A, the CONSULTANT will retain the services of SRF Consulting Group Inc. The CONSULTANT shall not add any additional Sub-Consultants without written consent from the CLIENT.

H. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

J. INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold harmless the CLIENT, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of by the CONSULTANT's negligence or the CONSULTANT's performance or failure to perform its obligations under this Agreement. The CONSULTANT's indemnification obligation shall apply to the CONSULTANT's sub consultants(s), or anyone directly or indirectly employed or hired by the

CONSULTANT or anyone for whose acts the CONSULTANT may be liable. The CONSULTANT agrees this indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold the CLIENT harmless against all claims, actions, damages, losses and expenses, caused by the negligent acts, errors or omissions of CONSULTANT in the performance of professional services under this Agreement, but only to the extent that CONSULTANT is responsible for such claims, actions, damages, losses and expenses on a comparative basis of fault between the CONSULTANT and the CLIENT after adjudication in a court of competent jurisdiction. The CONSULTANT shall not be obligated to defend or indemnify the CLIENT for the CLIENT'S own negligence or for the negligence of others.

K. <u>TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS</u>

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.

2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.

3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.

5. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

L. <u>DISPUTES</u>

The CLIENT and CONSULTANT shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The CLIENT and CONSULTANT 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 CLIENT and CONSULTANT, the following procedures shall be used:

1. Whenever there is a failure between the CLIENT and CONSULTANT to resolve a dispute on their own, the CLIENT and CONSULTANT 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. The CLIENT shall strike the first name followed by the CONSULTANT, and shall continue in that order until one name remains.

2. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the CLIENT and CONSULTANT may pursue any legal remedy.

M. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

It is expressly understood that the CONSULTANT is an "independent contractor" and not an employee of the CLIENT. The CONSULTANT shall have control over the manner in which the Services are performed under this Agreement. The CONSULTANT shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The CONSULTANT shall not be entitled to any benefits from the CLIENT, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

N. GENERAL PROVISIONS

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

2. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Anoka County, Minnesota.

4. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the CONSULTANT in the performance of services under this Agreement shall be the property of the CLIENT.

5. Government Data/Privacy. The CONSULTANT agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statues, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The CONSULTANT understands that all of the data created, collected, received, stored, used, maintained or disseminated by the CONSULTANT in performing those functions that the CLIENT would perform is subject to the requirements of Chapter 13, and the CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of the CONSULTANT to provide the public with access to public data if the public data is available from the CLIENT, except as required by the terms of this Agreement.

6. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other 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.

O. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

P. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This_______________day of_________________, 2017

CLIENT
City of St. Francis

_________________________ _________________________

Name Title

_________________________ _________________________

Name Title

CONSULTANT
Hoisington Koegler Group Inc.

_________________________ Vice President

Name: Brad Scheib Title

_________________________ President

Name: Paul Paige Title

Attachment A – Work Program

The following represents our proposed technical planning process (or work plan) for the St. Francis Comprehensive Plan.

Task 1 - Project Kick-Off

Task 1 will include preparing a detailed project schedule that synchronizes the comprehensive planning process with the master redevelopment planning process. Significant efficiencies can be realized with overlapping processes and review of background materials.

Subtasks include:

1.1 Assemble background base mapping data and background documents.

1.2 Prepare detailed project schedule including key milestones and meeting dates.

1.3 Conduct Kick-off session with City Council, Planning Commission, and other relevant advisory groups. This should be a joint session if possible.

1.4 Coordinate with the City to provide content for a project website, to be hosted on the City's web site, and to initiate a community photo contest.

1.5 Conduct meeting with Metropolitan Council Sector representative to manage expectations and understand required plan components.

Task 1 Deliverables:

- Project base maps including existing conditions: land use, current comprehensive plan, zoning, natural resources, transportation system, park/trail/open space system, and infrastructure systems (sanitary sewer/potable water)
- GIS Geodatabase/map package of existing conditions
- Detailed project schedule
- Content for project website including photo contest rules
- Meeting agendas, presentation materials and summary notes

Task 2 - Existing Conditions and Community Visioning

This task will include a focused audit of the physical community in St. Francis that looks at land use patterns, development constraints, natural resources, transportation systems, infrastructure systems (capacities and service areas), demographic trends, and future projections/growth opportunities building from the 2016 Economic Development Plan. Existing conditions will be updated in the current comprehensive plan as part of this task. A public meeting will also be held during this task to introduce the planning process and engage the community in a visioning process to affirm what St. Francis might and should look like 20 years into the future. This meeting will be used to review trend information, demonstrating the link between today's community and what might be desired as a future community. In this task we will explore alternative ways to achieve economic development success.

Subtasks include:

2.1 Integrate existing demographic and economic data into comprehensive plan.

2.2 Prepare land use analysis: analyze historic land use absorption, existing land use inventory, development densities and patterns, and land supply and demand.

2.3 Identify open space and natural resource connection/preservation opportunities: explore linkages, stormwater management opportunities, and park/open space areas, including enhanced connectivity to the Rum River.

2.4 Identify existing street network and transportation systems including roads, trails, and sidewalks.

2.5 Evaluate park and recreation system needs: this task will include evaluating the existing park and recreation system, including athletic facilities, and how well it serves the current development pattern and projected growth.

2.6 Conduct stakeholder engagement (Public Workshop #1): The purpose of this meeting will be to present key information from the analysis, present current and emerging planning trends, and engage the community in a series of exercises to explore vision and guiding principles. (This meeting would be good to combine with the master redevelopment plan process).

2.7 Present updated materials to elected and appointed officials through regularly scheduled meetings. HKGi will prepare a PowerPoint presentation that can be used by City staff. Consultant staff would attend 2 meetings.

Task 2 Deliverables

- Meeting materials and supplies to facilitate Public Workshop #1
- PowerPoint slide presentation of findings from Task 2
- Update text and chapters of plan with existing conditions

Task 3 - Explore Future Directions, Vision, Goals and Policies

Topics that will be explored include future land use distribution (jobs, housing and shopping), development patterns and character (including incorporating "downtown" concepts, business park development, and corridor development opportunities integrated from ongoing and recent planning efforts), parks, trail connectivity, infrastructure service and capacity, street network, and traffic circulation/patterns.

Subtasks include:

3.1 Prepare vision and guiding principles for integration into the plan document.

3.2 Explore alternative futures scenarios. Concepts will be articulated using text, precedent photos, illustrations, land use maps and diagrams. Projections for housing and economic development and key system demands (infrastructure, traffic, parks etc…) will be prepared as part of the analysis in a technical memorandum form.

3.3 Conduct stakeholder engagement Public Workshop #2: this workshop will follow a similar cycle as Workshop #1 but will be designed to present concept alternatives and gain input from the community on a preferred direction.

3.4 Summarize stakeholder engagement workshop.

3.5 Prepare summary presentations. We will prepare summary PowerPoint presentations to post online and to provide updates after Subtask 3.2 and following the outcomes of Public Workshop #2, with recommended plan directions. HKGi will attend up to 4 meetings with elected and appointed officials in task 3.

Task 3 Deliverables

- Draft vision and guiding principles
- Draft land use scenario concepts
- Meeting materials and supplies to facilitate Public Workshop #2
- Summary Memorandum
- PowerPoint presentation materials
- Meeting materials, agendas and summary notes

Task 4 - Prepare the Comprehensive Plan Update

This task will include drafting of the Comprehensive Plan update, incorporating the goals, polices and plan directions or ideas that emerge through the planning process.

Subtasks include:

4.1 Update comprehensive plan components to include the following key elements: community background, vision and guiding principles (new chapter), land use master plan, water resources (sanitary sewer, potable water, storm sewer), park and open space system plan, transportation network (including bike and pedestrian system plan as new components), housing and economic development, and implementation strategies/projects (capital improvements, zoning recommendations, housing/economic development initiatives, downtown strategy, and public finance strategy). The plan will be drafted to meet all required elements of the Land Planning Act and to reflect St. Francis's role within the region. This will include coordination with Thrive MSP 2040, associated System Plans and Policy Plans.

4.2 Review draft plan at joint elected and appointed officials workshop.

4.3 Revise draft plan: one set of revisions will be made to the draft plan prior to seeking recommendations and approvals.

Task 4 Deliverables

- Draft Plan (one reproducible hard copy and pdf file)
- Final Draft Plan (one reproducible hard copy and pdf file)

Task 5 - Seek Approvals and Finalize the Plan

This task will include reviewing the plan, following the required review and submission process to the Metropolitan Council, and seeking recommendations and ultimately adoption from the City Council.

Subtasks include:

5.1 Prepare review and presentation PowerPoint materials.

5.2 Attend up to two meetings: Planning Commission public hearing and final City Council adopting meeting. We recommend conducting the Planning Commission public hearing in an open house format to enable general community review and comment on the plan.

5.3 Submit plan and solicit review/comment from agencies (Anoka County, MnDOT, DNR, watersheds, and adjacent communities) – include informal conversations/review with Metropolitan Council Sector Representative.

5.4 Address revisions and comments to the plan.

5.5 Prepare final plan document and submit to Metropolitan Council through on-line portal.

Task 5 Deliverables

- Final Plan Document (one reproducible hard copy and pdf file)
- PowerPoint slide presentation for final plan (to be posted on city web site)
- All electronic files packaged and to be retained by the City of St. Francis

ATTACHMENT B

HOISINGTON KOEGLER GROUP INC.

2017 HOURLY RATES

Principal $170-225/hr

Associate $115-165/hr

Senior Professional $90–165/hr

Professional II $80-105/hr

Professional I $50–85/hr

Technical $40-65/hr

Secretarial $60/hr

Litigation Services $200/hr

Testimony $285/hr

<u>Incidental Expenses</u>:

Mileage .... current federal rate/mile
Photocopying BW .... 15¢/page
Photocopying Color $1.00/page
Outside Printing .... Actual Cost
Large Format Scanning .... Actual Cost
B/W Bond Plots .... $5.00 each
Color Bond Plots .... $20.00 each
Photo Paper Color Plots .... $40.00 each

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 E

TO:	Joe Kohlmann, City Administrator
FROM:	Tom Koep, Recycling Coordinator Jeremy Shook, Streets/Parks Supervisor
SUBJECT:	**Routine Recycling Agreement**
DATE:	February 6, 2017

OVERVIEW:

Annual contract with Anoka County to receive Score (Select Committee On Recycling and the Environment) Funds to be used for recycling activities. Anoka County sets a tonnage goal for St. Francis that coincides with the state recycling goal. The new residential recycling goal is 727 tons.

ACTION TO BE CONSIDERED:

Renewing the Recycling Contract with Anoka County

BUDGET IMPLICATION:

The City receives score funds from Anoka County to implement the recycling program.

Attachments: 2017 Agreement for Residential Recycling Program Contract

Anoka County

PARKS & COMMUNITY SERVICES DIVISION

Integrated Waste Management

Date: December 13, 2016

To: Municipal Recycling Coordinators

From: Sue Doll, Solid Waste Specialist

Regarding: Municipal Contracts for 2017, Funding and Goals

The 2017 Residential Recycling Agreements include a fixed base of $10,000 for each municipality and $5.00 per household. In addition, targeted program funds are available for specific program areas and funds may be used for problem materials and yard waste/organics. The household count is based on the latest population and household estimate available from the Metropolitan Council. This funding allocation is not dependent upon the receipt of the second SCORE allocation. The county will use reserve funds if the second grant payment is not received in the spring of 2017.

The 2017 funding includes enhancement funds for the following program areas:

Full Service Drop-off Recycling Centers – $30,000
Monthly/Quarterly Drop-off Events – $10,000 to $15,000 depending on the number of households*
Park and Community Event Recycling – $1,000 to $3,000 depending on the number of households**
Curbside and Multi-Unit Recycling – $2,000 to $6,000 depending on the number of households***
General Enhancement Grant $0.50/Household (HH)
Organics Collection $1/HH
*Up to 4,999 HH – $10,000 and 5,000 HH and up – $15,000
**Up to 2,000 HH – $1,000; 2001 – 4,999 HH – $2,000 and 5,000 HH and up – $3,000
***Up to 2,000 HH – $2,000; 2001 – 4,999 HH – $4,000 and 5,000 HH and up – $6,000

The contract again includes a change order of up to 10% of your total allocation.

The 2017 municipal recycling goal is 205 pounds per person for single family households (up to 4 units) and 160 pounds per person for multi-unit households (5 units or more). This goal reflects the estimated tonnage needed to assist the county in achieving its recycling goal as established by the State of Minnesota. The goals have been set to reflect the differences between single family and multi-unit housing.

Three copies of the contract have been enclosed for signature by your municipality. Please have **all three** signed and fill in the 2017 Municipal Funding Request – Attachments B and C. Attachment C provides additional space to list how each category selected will be spent. Each contract must have a completed Attachment B and C. Mail **all three** signed copies back to our department and we will obtain remaining signatures. We would like to receive all contracts back by the end of February so that we know what funds may be available for redistribution.

Thank you for your cooperation and efforts to reduce waste and increase the amount of material recycled in our county. Please do not hesitate to contact me if you have any questions regarding this information.

1530 Bunker Lake Blvd NW ▲ Andover, MN 55304 ▲ www.anokacounty.us/recycle
Office: 763-323-5730 ▲ Fax: 763-323-5731 ▲ recycle@co.anoka.mn.us

Anoka County Contract # C0005383

2017 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2017, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF ST. FRANCIS, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2017; and

WHEREAS, pursuant to legislation a portion of the SCORE funds must be used to encourage recycling of source-separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG funds") during 2017; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is $1,536,699; and

WHEREAS, the County Solid Waste Master Plan 2012 and MPCA Metropolitan Solid Waste Management Policy Plan 2010-2030 state that MSW generated in the County that is not reused, recycled or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by the Anoka County Board of Commissioners by providing said SCORE and LRDG funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the 2012 Anoka County Solid Waste Management Master Plan.

2. **TERM.** The term of this Agreement is from January 1, 2017 through December 31, 2017, unless earlier terminated as provided herein.

3. **DEFINITIONS.**

   a. "Full Service Recycling drop-off center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, carpet, furniture, source-separated compostable materials, electronics, etc. Materials will be accepted at either a discounted rate or at no cost.

b. "Mixed municipal solid waste" (MSW) shall have the meaning set forth in Minn. Stat. §115A.03, Subd. 21.

c. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.

d. "Opportunity to recycle" means providing recycling and curbside pickup or collection centers for recyclable materials for residents, including single and multi-family dwellings, as required by Minn. Stat. § 115A.552, Subd. 1.

e. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 24a.

f. "Public entity waste" shall have the meaning set forth in Minn. Stat. § 115A.471(b).

g. "Quasi-Municipal event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.

h. "Recyclable materials" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 25a.

i. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

j. "Refuse derived fuel" (RDF)as defined by Minn. Stat. § 115A.03, Subd. 25d., or other material that is destroyed by incineration is not a recyclable material.

k. "Source-separated compostable materials" (commonly called "organics") shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 32a.

l. "Yard waste" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 38.

4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 727 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.

   a. The Municipal recycling program shall include the following components:

      i. Each household (including multi-unit households) in the Municipality shall have the opportunity to recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, metal and textiles.

      ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

iii. The Municipality shall implement a public information program that contains at least the following components:

   (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;

   (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and

   (3) Two community outreach activities at Municipal or Quasi-Municipal events to inform residents about recycling opportunities.

iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle within the Municipality. The Municipality shall incorporate SWMCB Rethink Recycling images and use the toolkits provided when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages and provide promotional materials for review prior to publication to ensure accuracy.

v. The Municipality shall regularly attend the monthly Solid Waste Abatement Advisory Team meetings per year.

vi. The Municipality shall offer one or two spring and fall cleanup/recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described in 4.b.i below, the spring/fall cleanup/recycling drop-off events may be included within that program.

b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.

   i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.

   ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-Municipal events and festivals. The feasibility of adding organics collection at the event may also be explored and added to the event as an enhancement to the waste abatement program.

   iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Quasi-Municipal facilities such as athletic fields and public centers.

   iv. Organize and manage a Full Service Recycling Drop-off Center.

   v. Develop enhanced recycling promotion and assistance for multi-units.

   vi. Develop additional opportunities for Source-Separated Compostable Materials collection.

c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.

d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.

e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151. If items collected through the Municipal recycling program prove to be contaminated or not recyclable, those items shall be treated as public entity waste and must be processed at a resource recovery facility.[1] Minn. Stat. §§115A.46 and 115A.471.

f. If the Municipality enters into a contract for the management of mixed municipal solid waste, the Municipality shall require that all MSW collected under the agreement is processed as long as processing capacity exists.[2]

5. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than July 20, 2017 and January 10, 2018.

a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement. The Municipality shall also report the number of cubic yards or tons of yard waste collected for composting or land spreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.

b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs.

c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling programs.

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[1] See pages 44-45 of the 2012 Anoka County Solid Waste Management Master Plan regarding the requirements for Public Entity Waste.
[2] *Ibid.*

The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

6. **BILLING AND PAYMENT PROCEDURE**. The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than July 20, 2017 and January 10, 2018. Costs not billed by January 10, 2018 may not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.

7. **ELIGIBILITY FOR FUNDS**. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed $47,211.00. The project maximum for eligible expenses shall be computed as follows:

   a. A base amount of $10,000.00 and $5.00 per household for recycling activities only;

   b. Enhancement activities as provided according to the schedule in Attachment A for each of the following services: Full Service Recycling Drop-off Center, Spring/Fall or Monthly/Quarterly Drop-off Events; Municipal Park Recycling; Community Event Recycling; Special Curbside Pickup Events; Multi-unit Recycling; and Organics Collection;

   c. After considering the 2017 Municipal Funding Request (Attachment B) designating the additional Grant Projects that the City will undertake in the upcoming year; and

   d. Including an additional change order contingency of up to 10% of the total of the first three items in this list.

   For the Municipality's convenience in determining the amounts for the 2017 Municipal Funding Request, a work plan is included with the Packet. (See Attachment C.) Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event the City does not undertake and complete the additional Grant Projects referenced in Attachment B. The County also reserves the ability to assess the programs and reallocate unused SCORE and LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available.

8. **RECORDS**. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.

9. **AUDIT.** Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

10. **GENERAL PROVISIONS.**

a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the 2012 Anoka County Solid Waste Management Master Plan, and shall participate in the preparation of the successor Master Plans.

b. No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to unlawful discrimination under any program, service or activity hereunder. The Municipality agrees to take affirmative action so that applicants and employees are treated equally with respect to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, selection for training, rates of pay, and other forms of compensation.

c. The Municipality shall be responsible for the performance of all subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.

d. The Municipality agrees that the Municipality's employees and subcontractor's employees who provide services under this Agreement and who fall within any job classification established and published by the Minnesota Department of Labor & Industry shall be paid, at a minimum, the prevailing wages rates as certified by said Department.

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

f. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.

g. Contracts let and purchases made under this Agreement shall be made by the Municipality in conformance with all laws, rules, and regulations applicable to the Municipality.

h. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.

i. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.

11. **PUBLICATION.** The Municipality shall acknowledge the financial assistance of the County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide copies of all promotional materials funded by SCORE funds.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

12. **INDEMNIFICATION.** The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

13. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates first written above:

CITY OF ST. FRANCIS

By:______________________________

Name:____________________________

Title:_____________________________

Date:_____________________________

By:______________________________
Municipality's Clerk

Date:_____________________________

Approved as to form and legality:

By:______________________________

Date:_____________________________

COUNTY OF ANOKA

By:______________________________
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Date:_____________________________

By:______________________________
Jerry Soma
County Administrator

Date:_____________________________

Approved as to form and legality:

By:______________________________
Kathryn M. Timm
Assistant County Attorney

Date:_____________________________

kmt\contracts\integrated waste contracts\SCORE grants\2017\St Francis

2017 Funding for Municipal Waste Abatement Programs
Attachment A

2017 Base Funding and Goals

Municipality	Contract Number	Total Pop	HH	$10,000 Base	$5.00/HH	Total	Goals: 160 PP MF + 205 PP SF
		Base Funding: $10,000 + $5.00/HH					
Andover	C0005384	31,704	10,257	$ 10,000	$ 51,285	$ 61,285	3,230
Anoka	C0005385	17,665	7,374	$ 10,000	$ 36,870	$ 46,870	1,667
Bethel	C0005386	473	178	$ 10,000	$ 890	$ 10,890	48
Blaine	C0005387	63,180	23,104	$ 10,000	$ 115,520	$ 125,520	6,257
Centerville	C0005388	4,005	1,345	$ 10,000	$ 6,725	$ 16,725	405
Circle Pines	C0005389	4,904	1,995	$ 10,000	$ 9,975	$ 19,975	491
Columbia Heights	C0005390	19,995	8,141	$ 10,000	$ 40,705	$ 50,705	1,974
Columbus	C0005391	3,828	1,426	$ 10,000	$ 7,130	$ 17,130	392
Coon Rapids	C0005392	62,527	24,023	$ 10,000	$ 120,115	$ 130,115	6,190
East Bethel	C0005393	11,761	4,115	$ 10,000	$ 20,575	$ 30,575	1,190
Fridley	C0005394	28,547	11,530	$ 10,000	$ 57,650	$ 67,650	2,723
Ham Lake	C0005395	15,773	5,358	$ 10,000	$ 26,790	$ 36,790	1,593
Hilltop	C0005396	799	388	$ 10,000	$ 1,940	$ 11,940	70
Lexington	C0005397	2,040	772	$ 10,000	$ 3,860	$ 13,860	200
Lino Lakes	C0005398	20,519	6,412	$ 10,000	$ 32,060	$ 42,060	2,082
Linwood Township	C0005399	5,364	1,949	$ 10,000	$ 9,745	$ 19,745	545
Nowthen	C0005400	4,426	1,480	$ 10,000	$ 7,400	$ 17,400	453
Oak Grove	C0005401	8,313	2,809	$ 10,000	$ 14,045	$ 24,045	849
Ramsey	C0005402	25,362	8,690	$ 10,000	$ 43,450	$ 53,450	2,555
Spring Lake Park	C0005404	6,326	2,620	$ 10,000	$ 13,100	$ 23,100	620
St. Francis	C0005383	7,327	2,603	$ 10,000	$ 13,015	$ 23,015	727
		344,838	126,569	$ 210,000	$ 632,845	$ 842,845	34,261

2017 Additional Enhancement Funds Available

Municipality	Monthly /Quarterly Drop-off Events: Up to 4,999 households	Monthly /Quarterly Drop-off Events: 5,000 + households	Full Service Drop-off Center	Park and Community Event Recycling: Up to 2,000 households	Park and Community Event Recycling: 2,001-4,999 households	Park and Community Event Recycling: 5,000 and up households	Curbside and Multi-Unit Recycling: Up to 2,000 households	Curbside and Multi-Unit Recycling: 2,001-4,999 households	Curbside and Multi-Unit Recycling: 5,000 and up households	General Enhancement Grant $0.50/HH: All municipalities are eligible equally	Organics Grant $1/HH: All municipalities are eligible equally	Total Funds Available for 2017 Base + Enhancement Funds
	$10,000	$15,000	$30,000	$1,000	$2,000	$3,000	$2,000	$4,000	$6,000			
Andover		$ 15,000	$ 30,000			$ 3,000			$ 6,000	$ 5,129	$ 10,257	$ 130,671
Anoka		$ 15,000				$ 3,000			$ 6,000	$ 3,687	$ 7,374	$ 81,931
Bethel	$ 10,000			$ 1,000			$ 2,000			$ 89	$ 178	$ 24,157
Blaine		$ 15,000				$ 3,000			$ 6,000	$ 11,552	$ 23,104	$ 184,176
Centerville	$ 10,000			$ 1,000			$ 2,000			$ 673	$ 1,345	$ 31,743
Circle Pines	$ 10,000			$ 1,000			$ 2,000			$ 998	$ 1,995	$ 35,968
Columbia Heights		$ 15,000				$ 3,000			$ 6,000	$ 4,071	$ 8,141	$ 86,917
Columbus	$ 10,000			$ 1,000			$ 2,000			$ 713	$ 1,426	$ 32,269
Coon Rapids		$ 15,000	$ 30,000			$ 3,000			$ 6,000	$ 12,012	$ 24,023	$ 220,150
East Bethel	$ 10,000		$ 30,000		$ 2,000			$ 4,000		$ 2,058	$ 4,115	$ 82,748
Fridley		$ 15,000				$ 3,000			$ 6,000	$ 5,765	$ 11,530	$ 108,945
Ham Lake		$ 15,000				$ 3,000			$ 6,000	$ 2,679	$ 5,358	$ 68,827
Hilltop	$ 10,000			$ 1,000			$ 2,000			$ 194	$ 388	$ 25,522
Lexington	$ 10,000			$ 1,000			$ 2,000			$ 386	$ 772	$ 28,018
Lino Lakes		$ 15,000				$ 3,000			$ 6,000	$ 3,206	$ 6,412	$ 75,678
Linwood Township	$ 10,000			$ 1,000			$ 2,000			$ 975	$ 1,949	$ 35,669
Nowthen	$ 10,000		$ 30,000	$ 1,000			$ 2,000			$ 740	$ 1,480	$ 62,620
Oak Grove	$ 10,000				$ 2,000			$ 4,000		$ 1,405	$ 2,809	$ 44,259
Ramsey		$ 15,000				$ 3,000			$ 6,000	$ 4,345	$ 8,690	$ 90,485
Spring Lake Park	$ 10,000				$ 2,000			$ 4,000		$ 1,310	$ 2,620	$ 43,030
St. Francis	$ 10,000				$ 2,000			$ 4,000		$ 1,302	$ 2,603	$ 42,920
	$ 120,000	$ 135,000	$ 120,000	$ 8,000	$ 8,000	$ 27,000	$ 16,000	$ 16,000	$ 54,000	$ 63,285	$ 126,569	$ 1,536,699

2017 Total Allocation includes state SCORE and LRDG funds and additional budgeted program funding.
Population and Household Counts are based on 2015 Met Council Estimates
Goals are based on 205 pounds/person/year single family home up to 4 units and 160 pounds/person/year multi-units 5 units or more

2017 Municipal Funding Request
Attachment B

The City of St. Francis is requesting the following funding for their municipal efforts in 2017.

Grant Projects	Eligible Allocations	Amount Requested
Municipal Base Funding Allocation	$23,015.00	$23,015.00
Full Service Drop-off Center Allocation (Staffed or unstaffed)	$0.00	
Monthly/Quarterly Drop-off Events	$10,000.00	$ 10,000
Municipal Park/Community Event Recycling	$2,000.00	$ 2,000
Multi-Unit /Curbside Recycling	$4,000.00	$ 4,000
General Enhancement Grant (Additional promotion efforts, staffing,) Insert a description of the efforts being proposed below.	$1,302.00	$ 1302.
Source-Separated Compostables/Organics Grant	$2,603.00	$ 2603
Total Amount Eligible Being Requested for 2017	$42,920.00	$* 42,920

Please describe the efforts being proposed for each Enhancement Grant requested.

Continue to promote organics recycling and provide the residents more opportunites to Recycle.

The City of St. Francis requests * 42,920 for 2017 Municipal Funding.

Date 1/25/17

Name Tom Koep

Title Recycling Coordinator

*these amounts should match and may not exceed eligible allocation total. This amount will be 10% less than the contract maximum for the grant.

2017 Municipal Funding Request
Attachment C

The City or Town of St. Francis is requesting the following funding for their municipal abatement efforts in 2017.

BASE FUNDING REQUESTED	**Dollar Amount**
Administration	
Recycling Coordinator Tom Koep	14,000
Other Staff Jen Urbano, Darcy Mulvihill, Barb Held	5,000
Office Supplies	500
Training/Mileage/Dues	
Subtotal	$ 19,500 -

Curbside Collection	
Estimated Curbside Collection Contract Costs	
Estimated Curbside Collection Revenue	
Difference that requires funding	
Subtotal	$ -

Regular Drop-off Expenses	
Equipment - standard equipment maintenance Skidsteer, Truck, Loader	1,300
Facility costs e.g. electricty, rent, supplies	1,000
Service Providers	6,000
Labor City staff, Knights of Columbus, Boy scouts	6,000
Estimated revenue	
Difference that requires funding *Subtotal*	$ 14,300 -

Promotion	
Printing	1,000
Postage	300
Advertising	1,700
Incentive products	
Contracted performances e.g. Climb, Tricia and the Toonies	
Subtotal	$ 3,000 -

Yard Waste	
Special Collections	
Estimated Curbside Collection Contract Costs	
Estimated Curbside Collection Revenue	
Difference that requires funding *Subtotal*	$ -

Problem Materials	
Tires	
Oil	
Subtotal	$ -

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 F

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Economic Development Authority Meeting - Update

DATE: January 30, 2017

OVERVIEW:

An EDA meeting was held on January 17, 2017. The following items were reviewed:

1. Appointment of officers. This item was tabled as two new members were to be appointed at the following Council meeting. This item will be addressed at the next EDA meeting. All EDA Commission members have been sworn in.

2. Business Subsidy Request. LeGen Companies has requested a business subsidy in the form of TIF financing. This item was reviewed by the EDA as it relates to the City's Business Subsidy and TIF policy. It was found to have met the requirements as set forth in the policies as it relates to public benefit. The EDA made a recommendation to forward this item to Council. This item will be reviewed by Public Hearing on February 6, 2017.

3. Annual Report. The annual report was provided to EDA members outlining the work and updates as they had occurred through the 2016 calendar year.

ACTION TO BE CONSIDERED:

None

BUDGET IMPLICATION:

None

Attachments: do you want to attach the annual report??

City of St. Francis

Economic Development Authority

Annual Report 2016

Respectfully Submitted

By

Joe Kohlmann, Executive Director

Economic Development Authority Annual Report 2016

The Economic Development Authority had three meetings in 2016. The meetings were held on the following dates:

January 4th, 2016

May 16th, 2016

August 29th, 2016

At the January 4th, 2016 Meeting, the EDA considered and authorized Resolution 2016-01, a Resolution approving the sale of property, transfer of master declarant rights for master meadows of St. Francis, and an amend of the purchase agreement and granting signatory authority.

Essentially, this resolution allowed for the sale of the Meadows of St. Francis townhome lots and allowed the Executive Director to execute the documents to effectuate the sale of the property.

At the May 16th, 2016 Meeting, the EDA was presented with a Business Subsidy Policy. The goals and objectives of the policy were identified as follows:

1) Providing subsidies that are consistent with the St. Francis Comprehensive Plan and other plans and guides adopted by the City to guide development of the community.
2) Provide business subsidies that are consistent with the Act, including:
    a. The project for which the business subsidy is being provided must have a "public purpose", including but not limited to – increasing the tax base, job creation, wages, or other economic/redevelopment goals.
    b. The recipient must enter into a business subsidy agreement with the City that is consistent with the Act.
    c. The recipient must commit to remain in the site for which the business subsidy was granted for at least five years from the benefit date.
    d. The business subsidy agreement sets forth the finding relative to the criteria contained herein, and any specific job, wage, property valuation or other goals established with respect to the business subsidy.

The Business Subsidy policy also established criteria to evaluate a request for a business subsidy.

There was also a presentation of the Economic Development Plan completed by Northwest Associated Consultants.

At the August 29th, 2016 the EDA held the Public Hearing to consider the sale of the St. Francis Meadows. In addition, the EDA approved a development agreement with ABLE Companies LLC. Some of the major points in Development Agreement are as follows:

1) EDA sells 47 lots
2) The Developer provided plans and specifications
3) Within one year from the purchase, the Developer shall have substantially completed the construction of two buildings. In each subsequent year for the next two years, the Developer shall build two additional buildings on the property. Six buildings must be built at the end of three years.
4) Failure to meet the building criteria in #3 would result in the EDA having the ability to cancel sale and title to the property and it will be returned to the EDA.
5) Developer is required to establish a homeowners association compliant with applicable MN Statutes.
6) If the Developer breaches the performance in the agreement, the Developer shall pay reasonable attorney fees incurred by the EDA for enforcement.
7) The Developer may not assign the Agreement without written permission of the EDA.

Financial (Note the following is unaudited)

The EDA netted $98,805.00 for the sale of the Meadows of St. Francis Townhome lots. The fund also received $138.06 for interest in 2016. It ends the year with a cash balance of $98,943.06

The EDA Lease Revenue Bond Fund ended 2016 with a cash balance of $547,253.17. The fund earned $2,655.75 in interest and had transfers of $525,000.00 from a combination of the General Fund, Water Fund and Sewer Fund. Payments for principal and interest totaled $551,268.00. Outstanding principal balance is $7,315,000.00 and final payment is in 2037.

A full report will be included in the City of St. Francis financial statements.

City of St. Francis

CITY COUNCIL AGENDA REPORT
Agenda Item #:
4 G

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Anoka County Conservation Septic Funds Available

DATE: January 30, 2017

OVERVIEW:

Septic system construction, operation, maintenance and abandonment is overseen by local municipalities. Property owners are responsible to ensure ongoing system maintenance. The City is responsible to protect public health and water supplies from issues related to non-compliant and failing systems. Through efforts to determine the number of existing systems, we have identified 683 potential septic systems in place.

City Ordinance Chapter 3-Section 4, calls for septic systems to be inspected every three (3) years. Compliance inspections are used for evaluation, investigation and inspection to determine the condition of the septic system. Inspections include a site visit to determine system components, verify condition, water tightness and drainfield compliance. Record of the completed inspections are submitted to the City and placed in the property files. The goal to ensure systems are in compliance is to prevent public health issues and cross contamination with wells and water supplies. Occasionally we find a system that is dumping waste directly into city culverts, ditches and ponds. Septic systems identified as straight pipes have been illegal since the Clean Water Act in 1972, but can still be found today.

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. 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.

City of St. Francis

This is a reimbursement opportunity. Time that is associated with the effort of organizing septic system files will be tracked and eligible for a 50% reimbursement through this program. The first step would be a Letter of Intent to the Conservation District outlining the City's intensions and need for the funds and the estimated resources it may take to complete this effort.

ACTION TO BE CONSIDERED:

This item is before council to consider this opportunity and direct staff on the submission of a Letter of Intent to request funds from the Anoka County Conservation District.

BUDGET IMPLICATION:

Reimbursement of 50% applicable staff time for costs associated with the time directly related to septic system compliance efforts.

Attachments: None

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 H

TO: Joe Kohlmann, City Administrator

FROM: Parish Barten, Water and Wastewater Supervisor

SUBJECT: **Water and Wastewater Systems Operator Appointment**

DATE: February 1, 2017

OVERVIEW:

In the planning stages of the new wastewater facility over 2 years ago, it was realized that an additional operator would be needed to meet staffing levels to maintain and operate the new mechanical activated sludge facility. Similar facilities require an average of 40 additional man hours a week for routine operation. During maintenance and cleaning, this can increase to 60 man hours a week. The St. Francis City Council approved the hiring of this position on November 21, 2016 to meet those staffing needs. During the January 20, 2017 interviews, it was determined that Blake Bistodeau was the most qualified of the twelve candidates to assist with the operations and maintaining of the new wastewater facility. Mr. Bistodeau worked for the city of Rogers for 5 years and most recently, with the city of Zimmerman performing a wide variety of routine maintenance on the water distribution and wastewater collection systems for both cities. He handed in his background check information and will take the physical exam on Thursday, February 02, 2017, and complete the workplace assessment on Friday, February 03, 2017.

ACTION TO BE CONSIDERED:

It is recommended that City Council make a motion to hire Blake Bistodeau for the position of Water and Wastewater System Operator, pending test results with City Policy standard requirements, and be placed at step one on the water/sewer operator pay scale.

BUDGET IMPLICATION:

This position will fulfill staffing needs of the new wastewater facility. $62,116.00 was budgeted in 2017 for this position. This is split between water & sewer budgets.

Attachments: None

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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

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 [signature] 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 [signature] 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		MATERIALS USED IN PROJECT		CURRENT STORED MATERIALS ON HAND
		Quantity	Amount	Quantity	Amount	
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: [signature]	By:______	By: [signature]
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 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	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: [signature]

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: 41-1093856

☑ Corporation ☐ Partnership
☐ LLC ☐ Sole Proprietor

Firm: Geyer Signal
By: [signature]
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: [signature]
Title: President
Address: 13925 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 Eisenpeter
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

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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

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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.gov Fraud Alert Site Help Related Sites Careers

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:	geysig
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:	2987276
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	0-226-595-136
Submitted Date and Time	2-Nov-2016 8:30:50 PM
Legal Name	SCHMIDT CURB COMPANY INC
Federal Employer ID	41-1555066
User Who Submitted	Schmidt Curb
Type of Request Submitted	Contractor Affidavit

Affidavit Summary

Affidavit Number:	800361040
Minnesota ID	3805361
Project Owner:	ST. FRANCIS
Project Number	15-84
Project Begin Date	02-May-2016
Project End Date	19-Sep-2016
Project Location	2015 BRIDGE ST
Project Amount	$29,840.53
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

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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 Egginton, Ted R. Jorgensen, Emily Kelser, 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

1982 1977 1951 SEAL SEAL HARTFORD, CONN. HARTFORD, CONN. 1896

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.

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
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 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.

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	2451.509	Aggregate Bedding	Cu Yd	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 Increased by _____ Calendar Days
( ) Is Decreased by _____ Working 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: __________

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
4 J

TO: Joe Kohlmann, City Administrator

FROM: Darcy Mulvihill, Finance Director

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

DATE: 02-02-2017

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are $271,483.89 plus any additional bills that are handed out on Monday night. There are 2 direct transfers totaling $138,024.37 for the city's debt service payments.

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:

- 02-06-2017 Packet List
- 02-06-2017 Other Checks

CITY OF ST. FRANCIS
2/6/2017

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
PFA	Water Plant Interest	53,368.48
PFA	WWTP-Interest	84,655.89
TOTAL		138,024.37

Disbursements via Debits to Checking Account

Payee	Description	Amount
TOTAL		0.00

P:\awork\2017\Other\Bill List\ACH Files approved by Council-2017.xlsx

02/02/2017 9:37 am

City of St. Francis

PAYMENT BATCH AP YE2-6-17

ANOKA COUNTY CENTRAL COMM.

01/13/2017	2016-356	E 101-42110-311	Contract	CJDN TERMINAL CHARGE	180.00
01/13/2017	2017005	E 101-42210-217	Other Operating Supplies	RADIO SYSTEM EQUIPMENT	16,038.75
01/13/2017	2017006	E 402-42110-581	Radios	RADIO SYSTEM EQUIP CHARGE	21,473.00
01/18/2017	2016-366	E 101-42110-311	Contract	VERIZON ACCESS CHARGE	245.07
					$37,936.82

ANOKA COUNTY FIRE PROTECTION C

01/22/2017	16-069	E 101-42210-311	Contract	PSDS ANNUAL COST ALLOCATI	2,265.00
					$2,265.00

ANOKA COUNTY PROPERTY RECORDS

		E 101-41400-352	General Notices and Pub Info	2017 TNT AND SPECIALS	645.98
		E 101-41400-352	General Notices and Pub Info	2017 TNT AND SPECIALS	100.00
		E 311-47000-441	Miscellaneous	2017 TNT AND SPECIALS	84.37
		E 415-43100-441	Miscellaneous	2017 TNT AND SPECIALS	36.34
		E 416-43100-441	Miscellaneous	2017 TNT AND SPECIALS	97.91
		E 505-00000-441	Miscellaneous	2017 TNT AND SPECIALS	48.13
		E 507-00000-441	Miscellaneous	2017 TNT AND SPECIALS	59.92
		E 601-49440-441	Miscellaneous	2017 TNT AND SPECIALS	228.00
		E 602-49490-441	Miscellaneous	2017 TNT AND SPECIALS	266.96
		E 603-49490-418	Storm Water Management	2017 TNT AND SPECIALS	732.00
					$2,299.61

ANOKA COUNTY TREASURY DEPT.

01/19/2017	H011917B	E 101-43100-408	Ice& Snow Removal	BRINE	21.50
					$21.50

ASPEN MILLS

01/12/2017	192486	E 101-42110-437	Uniform Allowance	UNIFORM-ALLEN	372.70
					$372.70

BAUER BUILT INC.

01/15/2017	940041527	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	974.32
					$974.32

BELLBOY CORPORATION

01/10/2017	57096700	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.70
01/10/2017	57096700	E 609-49751-251	Liquor For Resale	LIQUOR	556.00
01/10/2017	57096700	E 609-49751-253	Wine For Resale	WINE	794.00
01/10/2017	95203200	E 609-49750-210	Operating Supplies	OP SUPPLIES	36.98
01/10/2017	95203200	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.43
01/10/2017	95203200	E 609-49751-254	Miscellaneous Merchandise	MISC	54.00
01/24/2017	95270100	E 609-49750-210	Operating Supplies	OP SUPPLIES	89.81
01/24/2017	95270100	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.43
					$1,561.35

BERNICK COMPANIES, THE

01/13/2017	220239	E 609-49751-254	Miscellaneous Merchandise	MISC	25.00
01/13/2017	220240	E 609-49751-252	Beer For Resale	BEER	209.60
					$234.60

BOLTON & MENK, INC.

12/19/2016	0198062	E 101-41910-303	Engineering Fees	EAST SHOP PLAT	143.00
12/19/2016	0198064	G 803-22142	ESC-BL Holdings-Rum River 2	RUM RIVER BLUFFS 2ND ADDIT	7,158.50
12/19/2016	0198065	G 803-22139	Esc-Rum River Terrace	RUM RIVER TERRACE PUD AMN	584.00

					$7,885.50

BREAKTHRU BEVERAGE

01/12/2017	1080581591	E 609-49751-206	Freight and Fuel Charges	FREIGHT	74.53
01/12/2017	1080581591	E 609-49751-251	Liquor For Resale	LIQUOR	4,005.46
01/12/2017	1080581591	E 609-49751-253	Wine For Resale	WINE	428.00
01/12/2017	1080581591	E 609-49751-254	Miscellaneous Merchandise	MISC	58.00
01/19/2017	1080584114	E 609-49751-206	Freight and Fuel Charges	FREIGHT	104.36
01/19/2017	1080584114	E 609-49751-251	Liquor For Resale	LIQUOR	6,002.57
01/19/2017	1080584114	E 609-49751-254	Miscellaneous Merchandise	MISC	28.59
01/26/2017	1080587084	E 609-49751-206	Freight and Fuel Charges	FREIGHT	79.61
01/26/2017	1080587084	E 609-49751-251	Liquor For Resale	LIQUOR	6,875.84
					$17,656.96

CDW GOVERNMENT, INC.

01/17/2017	GNV2350	E 101-42110-237	Small Equipment	MOBILE PRINTER	285.36
					$285.36

CENTERPOINT ENERGY

01/18/2017	.01170	E 101-41940-383	Gas Utilities	CITY HALL #2	36.83
01/18/2017	.01170	E 101-41940-383	Gas Utilities	CITY HALL #1	59.36
01/18/2017	.01170	E 101-41940-383	Gas Utilities	CITY HALL #4	76.42
01/18/2017	.01170	E 101-41940-383	Gas Utilities	CITY HALL #3	73.46
01/18/2017	.01170	E 101-42110-383	Gas Utilities	POLICE/PW	1,651.54
01/18/2017	.01170	E 101-42210-383	Gas Utilities	FIRE GENERATOR	20.59
01/18/2017	.01170	E 101-42210-383	Gas Utilities	FIRE	1,655.53
01/18/2017	.01170	E 101-43100-383	Gas Utilities	POLICE/PW	412.89
01/18/2017	.01170	E 101-45200-383	Gas Utilities	POLICE/PW	412.89
01/18/2017	.01170	E 101-45200-383	Gas Utilities	WARMING HOUSE	332.91
01/18/2017	.01170	E 601-49440-383	Gas Utilities	POLICE/PW	412.89
01/18/2017	.01170	E 601-49440-383	Gas Utilities	WATER PLANT	1,132.63
01/18/2017	.01170	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN(	168.73
01/18/2017	.01170	E 602-49490-383	Gas Utilities	POLICE/PW	412.87
01/18/2017	.01170	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN(	168.73
01/18/2017	.01170	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	19.22
01/18/2017	.01170	E 602-49490-383	Gas Utilities	WWTP	812.82
01/18/2017	.01170	E 609-49750-383	Gas Utilities	LIQUOR	394.98
					$8,255.29

CENTURY LINK

01/07/2017	.0107	E 601-49440-321	Telephone	PHONE	66.20
01/07/2017	.0107	E 602-49490-321	Telephone	PHONE	66.19
					$132.39

COLONIAL INSURANCE

01/25/2017	7129661-0205543	G 101-21712	Colonial Insurance		328.72
					$328.72

CONNEXUS ENERGY

01/20/2017	.0117	E 101-41940-381	Electric Utilities	SIGN	57.45
01/20/2017	.0117	E 101-41940-381	Electric Utilities	CITY HALL	320.84
01/20/2017	.0117	E 101-42110-381	Electric Utilities	SIREN	5.00
01/20/2017	.0117	E 101-42110-381	Electric Utilities	SIREN	5.00
01/20/2017	.0117	E 101-42110-381	Electric Utilities	POLICE/PW	902.57
01/20/2017	.0117	E 101-42210-381	Electric Utilities	FIRE	593.49
01/20/2017	.0117	E 101-43100-381	Electric Utilities	POLICE/PW	225.65
01/20/2017	.0117	E 101-43100-386	Street Lighting	STREET LIGHTS	3,248.66
01/20/2017	.0117	E 101-45200-381	Electric Utilities	PARKS	424.64
01/20/2017	.0117	E 101-45200-381	Electric Utilities	POLICE/PW	225.65
01/20/2017	.0117	E 601-49440-380	Electric-System	WATER	4,256.02
01/20/2017	.0117	E 601-49440-381	Electric Utilities	POLICE/PW	225.65
01/20/2017	.0117	E 602-49490-381	Electric Utilities	POLICE/PW	225.65
01/20/2017	.0117	E 602-49490-381	Electric Utilities	LIFT STATIONS	5,514.14
01/20/2017	.0117	E 609-49750-381	Electric Utilities	LIQUOR STORE	872.00
					$17,102.41

DAHLHEIMER DIST. CO. INC.

01/11/2017	138259	E 609-49751-252	Beer For Resale	BEER	3,464.10
01/11/2017	138259	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00

01/18/2017	1230121	E 609-49751-252	Beer For Resale	BEER	4,215.45
01/18/2017	1230121	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
01/25/2017	138972	E 609-49751-252	Beer For Resale		7,601.17
					$15,406.72

DELTA DENTAL

01/15/2017	6774029	G 101-21711	Dental Insurance	FEB PREMIUM	529.30
					$529.30

ECM PUBLISHERS, INC.

01/20/2017	450673	E 101-41120-352	General Notices and Pub Info	ANNUAL CHARTER MEETING	26.88
01/27/2017	452647	G 803-22137	Esc-TCO-Assited Living Facilty	FEB 6 TIF HEARING	155.88
					$182.76

ELITE SANITATION

	23745	E 101-45200-402	Janitorial Service	PORTABLE TOILET RENTAL	305.00
					$305.00

FORCE AMERICA DISTRIBUTING

01/12/2017	IN001-1111723	E 101-43100-218	Equipment Repair & Maintenance	EQUIPMENT	505.90
					$505.90

G&K SERVICES, INC

01/10/2017	1043668489	E 609-49750-219	Rug Maintenance	RUGS	11.23
01/10/2017	1043668490	E 601-49440-402	Janitorial Service	MATS	23.04
01/17/2017	1043674163	E 101-42110-402	Janitorial Service	RUGS & SUPPLIES	24.68
01/17/2017	1043674163	E 101-43100-402	Janitorial Service	RUGS & SUPPLIES	6.16
01/17/2017	1043674163	E 101-45200-402	Janitorial Service	RUGS & SUPPLIES	6.16
01/17/2017	1043674163	E 601-49440-402	Janitorial Service	RUGS & SUPPLIES	6.16
01/17/2017	1043674163	E 602-49490-402	Janitorial Service	RUGS & SUPPLIES	6.16
01/17/2017	1043674164	E 601-49440-417	Uniform Clothing & PPE	UNIFORM MAINT.	4.90
01/17/2017	1043674164	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT.	4.90
01/24/2017	1043679875	E 609-49750-219	Rug Maintenance	RUGS	11.23
01/24/2017	1043679876	E 101-41940-219	Rug Maintenance	MATS	16.16
01/24/2017	1043679877	E 601-49440-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
01/24/2017	1043679877	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
					$130.58

GERDIN AUTO SERVICE, INC.

01/16/2017	85103	E 101-42110-441	Miscellaneous	POLICE TOW	128.00
					$128.00

GOPHER STATE ONE-CALL

01/31/2017	7000735	E 601-49440-442	Gopher State	Annual Fee	50.00
01/31/2017	7000735	E 602-49490-442	Gopher State	Annual Fee	50.00
01/31/2017	7010734	E 601-49440-442	Gopher State	JANUARY 2017	16.88
01/31/2017	7010734	E 602-49490-442	Gopher State	JANUARY 2017	16.87
					$133.75

GRANITE CITY JOBBING CO.

01/10/2017	34099	E 609-49750-210	Operating Supplies	OP SUPPLIES	71.77
01/10/2017	34099	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.17
01/10/2017	34099	E 609-49751-256	Tobacco Products For Resale	TOBACCO	478.96
01/10/2017	34099	G 101-20810	Sales Tax Payable	TAX	(0.95)
01/17/2017	34800	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
01/17/2017	34800	E 609-49751-254	Miscellaneous Merchandise	MISC	43.66
01/17/2017	34800	E 609-49751-256	Tobacco Products For Resale	TOBACCO	792.14
01/24/2017	35529	E 609-49750-210	Operating Supplies	OP SUPPLIES	14.77
01/24/2017	35529	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
01/24/2017	35529	E 609-49751-256	Tobacco Products For Resale	TOBACCO	157.97
01/24/2017	35529	G 101-20810	Sales Tax Payable	TAX	(0.95)
					$1,574.04

GRATITUDE FARMS

01/01/2017	.0117	E 101-42700-311	Contract	ANIMAL CONTROL	350.00
					$350.00

GREAT LAKES COCA-COLA

01/10/2017	3616201680	E 609-49751-254	Miscellaneous Merchandise	MISC	257.66

01/24/2017	3608201802	E 609-49751-254	Miscellaneous Merchandise	MISC	373.70
					$631.36
HAWKINS, INC.					
01/11/2017	4009037	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	4,207.04
					$4,207.04
HP					
01/19/2017	58076900	E 402-42110-570	C-O-L Office Equip & Misc.	2 COMPUTERS	3,935.76
					$3,935.76
INNOVATIVE OFFICE SOLUTIONS, L					
01/09/2017	IN1457267	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	50.81
01/11/2017	IN1462856	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	61.86
01/11/2017	IN1462857	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	134.19
01/19/2017	IN1471950	E 101-41400-200	Office Supplies	SUPPLIES	10.89
					$257.75
ISD #15					
01/12/2017	2884	E 101-42210-221	Vehicle Repair & Maintenance	2015 DODGE CHARGER MAINT.	40.06
01/12/2017	2885	E 101-42110-221	Vehicle Repair & Maintenance	2016 CHARGER MAINT.	40.06
01/12/2017	2886	E 101-42110-221	Vehicle Repair & Maintenance	2013 DODGE MAINT.	43.68
01/23/2017	2900	E 101-42110-221	Vehicle Repair & Maintenance	VEHICLE MAINTENANCE	361.96
01/23/2017	2901	E 101-42110-221	Vehicle Repair & Maintenance	VEHICLE MAINTENANCE	40.06
01/24/2017	2931	E 101-42110-221	Vehicle Repair & Maintenance	PD VEHICLE REPAIR	85.75
					$611.57
JJ TAYLOR DISTRIBUTING					
01/11/2017	2634825	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
01/11/2017	2634825	E 609-49751-252	Beer For Resale	BEER	1,257.45
01/18/2017	2647008	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
01/18/2017	2647008	E 609-49751-252	Beer For Resale	BEER	1,859.65
01/25/2017	2647063	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
01/25/2017	2647063	E 609-49751-252	Beer For Resale	BEER	372.60
					$3,498.70
JOHNSON BROS WHLSE LIQUOR					
01/11/2017	5631499	E 609-49751-206	Freight and Fuel Charges	FREIGHT	64.60
01/11/2017	5631499	E 609-49751-251	Liquor For Resale	LIQUOR	4,097.25
01/11/2017	5631500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.72
01/11/2017	5631500	E 609-49751-253	Wine For Resale	WINE	537.15
01/12/2017	532091	E 609-49751-251	Liquor For Resale	LIQUOR	83.00
01/18/2017	5636383	E 609-49751-206	Freight and Fuel Charges	FREIGHT	53.20
01/18/2017	5636383	E 609-49751-251	Liquor For Resale	LIQUOR	3,190.25
01/18/2017	5636384	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.60
01/18/2017	5636384	E 609-49751-253	Wine For Resale	WINE	221.10
01/25/2017	5641253	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.80
01/25/2017	5641253	E 609-49751-251	Liquor For Resale	LIQUOR	1,289.50
01/25/2017	5641254	E 609-49751-206	Freight and Fuel Charges	FREIGHT	56.24
01/25/2017	5641254	E 609-49751-253	Wine For Resale	WINE	1,723.30
					$11,362.71
KIMS KLEANING					
01/29/2017	4284	E 101-41940-402	Janitorial Service	CLEANING	120.00
01/29/2017	4285	E 101-45000-402	Janitorial Service	CLEANING	80.00
01/29/2017	4286	E 101-43100-402	Janitorial Service	CLEANING	190.00
01/29/2017	4286	E 101-45200-402	Janitorial Service	CLEANING	190.00
01/29/2017	4286	E 601-49440-402	Janitorial Service	CLEANING	190.00
01/29/2017	4286	E 602-49490-402	Janitorial Service	CLEANING	190.00
01/29/2017	4287	E 601-49440-402	Janitorial Service	CLEANING	160.00
01/29/2017	4288	E 101-42110-402	Janitorial Service	CLEANING	900.00
					$2,020.00
KOETZ, DANIEL					
		G 803-22000	Deposits	REFUND DRIVEWAY ESCROW	200.00
					$200.00
KSIAZEK, KARI					
		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #4861	160.22

					$160.22
LATOUR CONSTRUCTION, INC					
01/09/2017	R18.107257	G 602-16500	Construction in Progress	CONTRACTORS PAY REQUEST	75,462.27
					$75,462.27
LEAGUE OF MN CITIES					
02/01/2017	.0217	E 101-41400-200	Office Supplies	DIRECTORY OF MN CITY OFFICI	63.00
					$63.00
MCDONALD DIST CO.					
01/06/2017	340481	E 609-49751-252	Beer For Resale	BEER	59.10
01/12/2017	339853	E 609-49751-252	Beer For Resale	BEER	3,877.00
01/19/2017	341832	E 609-49751-252	Beer For Resale	BEER	3,275.25
01/19/2017	341832	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
01/26/2017	343861	E 609-49751-252	Beer For Resale	BEER	10,732.99
01/26/2017	343861	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
					$18,016.34
MCGRUFF SAFE KIDS					
01/26/2017	166838	E 101-42110-308	Drug Education	ID KITS	571.89
					$571.89
MES-MIDAM					
08/26/2016	IN1059403	E 402-42210-582	Turnout Gear	GEAR	1,916.10
12/01/2016	CM105199	E 402-42210-582	Turnout Gear	COAT	(1,095.00)
12/20/2016	IN1090084	E 402-42210-582	Turnout Gear	COAT	1,106.01
					$1,927.11
METRO CITIES - AMM					
01/16/2017	76	E 101-41400-433	Dues and Subscriptions	2017 MEMBERSHIP DUES	3,146.00
					$3,146.00
METRO SALES, INC.					
01/09/2017	INV702287	E 101-41400-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 101-42110-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 101-42400-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 101-43100-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 101-45200-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 601-49440-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 602-49490-200	Office Supplies	COPIES	29.46
01/09/2017	INV702287	E 609-49750-200	Office Supplies	COPIES	29.48
01/24/2017	INV713325	E 101-41400-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 101-42110-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 101-42400-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 101-43100-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 101-45200-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 601-49440-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 602-49490-200	Office Supplies	COPIES	66.13
01/24/2017	INV713325	E 609-49750-200	Office Supplies	COPIES	66.14
					$764.75
MN MUNICIPAL UTILITIES ASSOC.					
01/10/2017	48480	E 601-49440-433	Dues and Subscriptions	WATER UTILITY DUES	431.00
01/12/2017	48581	E 101-41400-311	Contract	SAFETY MGMT PROGRAM	475.00
01/12/2017	48581	E 101-42110-311	Contract	SAFETY MGMT PROGRAM	475.00
01/12/2017	48581	E 101-42210-311	Contract	SAFETY MGMT PROGRAM	475.00
01/12/2017	48581	E 101-43100-311	Contract	SAFETY MGMT PROGRAM	712.50
01/12/2017	48581	E 101-45200-311	Contract	SAFETY MGMT PROGRAM	712.50
01/12/2017	48581	E 601-49440-311	Contract	SAFETY MGMT PROGRAM	712.50
01/12/2017	48581	E 602-49490-311	Contract	SAFETY MGMT PROGRAM	712.50
01/12/2017	48581	E 609-49750-311	Contract	SAFETY MGMT PROGRAM	475.00
					$5,181.00
MN NCPERS LIFE INSURANCE					
01/23/2017	7334217	G 101-21713	MN Life	FEBRUARY PREMIUM	32.00
					$32.00
MN STATE FIRE DEPT ASSOCIATION					

01/15/2017	.0217	E 101-42210-433	Dues and Subscriptions	REGION 7 DUES	200.00
					$200.00
MY ALARM CENTER					
02/01/2017	8371408	E 609-49750-445	Security	MONITORING	39.15
					$39.15
NELSON, RICKY					
		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #2423	91.66
					$91.66
OPUS 21					
01/24/2017	161227	E 601-49440-382	Utility Billing	UTILITY BILLING	1,522.90
01/24/2017	161227	E 602-49490-382	Utility Billing	UTILITY BILLING	1,522.90
					$3,045.80
PACE ANALYTICAL SERVICES					
01/11/2017	171275215	E 602-49490-313	Sample Testing	TESTING	15.00
01/13/2017	171275272	E 602-49490-313	Sample Testing	TESTING	137.50
01/13/2017	171275281	E 602-49490-313	Sample Testing	TESTING	45.00
01/17/2017	171275336	E 602-49490-313	Sample Testing	TESTING	15.00
01/18/2017	171275405	E 602-49490-313	Sample Testing	TESTING	79.00
					$291.50
PHILLIPS WINE & SPIRITS CO.					
01/11/2017	2104052	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.68
01/11/2017	2104052	E 609-49751-251	Liquor For Resale	LIQUOR	1,106.25
01/11/2017	2104053	E 609-49751-206	Freight and Fuel Charges	FREIGHT	13.68
01/11/2017	2104053	E 609-49751-253	Wine For Resale	WINE	660.00
01/13/2017	255729	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(3.04)
01/13/2017	255729	E 609-49751-253	Wine For Resale	WINE	(165.00)
01/18/2017	2107411	E 609-49751-206	Freight and Fuel Charges	FREIGHT	38.00
01/18/2017	2107411	E 609-49751-251	Liquor For Resale	LIQUOR	2,262.95
01/18/2017	2107412	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.04
01/18/2017	2107412	E 609-49751-253	Wine For Resale	WINE	91.00
01/25/2017	2110778	E 609-49751-206	Freight and Fuel Charges	FREIGHT	36.48
01/25/2017	2110778	E 609-49751-251	Liquor For Resale	LIQUOR	2,600.90
01/25/2017	2110779	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.56
01/25/2017	2110779	E 609-49751-253	Wine For Resale	WINE	166.90
					$6,829.40
PROGRESSIVE BUILDERS					
		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #4894	687.79
					$687.79
ROYAL SUPPLY					
01/18/2017	20305	E 101-41940-210	Operating Supplies	SUPPLIES	54.39
01/18/2017	20305	E 101-42110-217	Other Operating Supplies	SUPPLIES	108.78
01/18/2017	20305	E 101-43100-217	Other Operating Supplies	SUPPLIES	54.39
01/18/2017	20305	E 101-45200-217	Other Operating Supplies	SUPPLIES	54.39
01/18/2017	20305	E 601-49440-217	Other Operating Supplies	SUPPLIES	54.39
01/18/2017	20305	E 602-49490-217	Other Operating Supplies	SUPPLIES	54.42
					$380.76
SMITH, GARY					
		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #3600	11.25
					$11.25
SOUTHERN GLAZERS OF MN					
01/12/2017	1497617	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.24
01/12/2017	1497618	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.52
01/12/2017	1497618	E 609-49751-251	Liquor For Resale	LIQUOR	683.02
01/19/2017	1499963	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.68
01/19/2017	1499963	E 609-49751-251	Liquor For Resale	LIQUOR	538.42
01/19/2017	1499964	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
01/19/2017	1499964	E 609-49751-251	Liquor For Resale	LIQUOR	89.91
01/26/2017	1502444	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
01/26/2017	1502445	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.68
01/26/2017	1502445	E 609-49751-253	Wine For Resale	WINE	272.00

01/26/2017	1502446	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.38
01/26/2017	1502446	E 609-49751-251	Liquor For Resale	LIQUOR	3,844.76
					$5,488.17
SPOT ON					
01/23/2017	6055	E 101-42110-441	Miscellaneous	COLOR SIGNS	157.88
					$157.88
ST. FRANCIS TRUE VALUE HARDWAR					
12/01/2016	36780	E 601-49440-221	Vehicle Repair & Maintenance	SUPPLIES	33.24
12/01/2016	36781	E 602-49490-229	Project Repair & Maintenance	SUPPLIES	19.90
12/06/2016	35860	E 601-49440-401	Repairs/Maint Buildings	SUPPLIES	2.37
12/16/2016	35823	E 601-49440-229	Project Repair & Maintenance	SUPPLIES	25.97
12/21/2016	36737	E 101-42210-401	Repairs/Maint Buildings	SUPPLIES	7.88
12/30/2016	36838	E 101-45200-218	Equipment Repair & Maintenance	SUPPLIES	11.37
					$100.73
STERICYCLE, INC					
02/01/2017	4006858623	E 101-42110-311	Contract	MONTHLY CHARGE	50.54
					$50.54
SUN LIFE FINANCIAL					
02/01/2017	.0217	E 101-41400-130	Employer Paid Insurance	INSURANCE	257.38
02/01/2017	.0217	E 101-41500-130	Employer Paid Insurance	INSURANCE	75.67
02/01/2017	.0217	E 101-41910-130	Employer Paid Insurance	INSURANCE	72.76
02/01/2017	.0217	E 101-42110-130	Employer Paid Insurance	INSURANCE	745.05
02/01/2017	.0217	E 101-42400-130	Employer Paid Insurance	INSURANCE	121.94
02/01/2017	.0217	E 101-43100-130	Employer Paid Insurance	INSURANCE	185.99
02/01/2017	.0217	E 101-43210-130	Employer Paid Insurance	INSURANCE	41.33
02/01/2017	.0217	E 101-45200-130	Employer Paid Insurance	INSURANCE	185.99
02/01/2017	.0217	E 601-49440-130	Employer Paid Insurance	INSURANCE	60.26
02/01/2017	.0217	E 602-49490-130	Employer Paid Insurance	INSURANCE	60.25
02/01/2017	.0217	E 609-49750-130	Employer Paid Insurance	INSURANCE	128.05
					$1,934.67
SUPER AMERICA					
01/18/2017	G1688774912	R 101-36200	Miscellaneous Revenues	REVENUE SALES TAX	804.07
					$804.07
SYNOVIA SOLUTIONS					
01/01/2017	000555	E 101-43100-311	Contract	LEASE ON GPS	45.79
01/01/2017	000555	E 101-45200-311	Contract	LEASE ON GPS	45.80
01/01/2017	000555	E 601-49440-311	Contract	LEASE ON GPS	45.80
01/01/2017	000555	E 602-49490-311	Contract	LEASE ON GPS	45.80
					$183.19
TECH SALES CO.					
01/13/2017	321307	E 602-49490-229	Project Repair & Maintenance	CALIBRATION SERVICE	700.00
					$700.00
TJ ASSOCIATES					
01/18/2017	221261	E 101-42110-200	Office Supplies	PRINTING	92.00
01/18/2017	221484	E 101-42110-200	Office Supplies	PRINTING	266.00
					$358.00
U S BANK EQUIPMENT FINANCE					
02/02/2017	321630873	E 101-41400-240	Office Equip	COPIER LEASE	39.16
02/02/2017	321630873	E 101-43100-240	Office Equip	COPIER LEASE	39.16
02/02/2017	321630873	E 101-43210-240	Office Equip	COPIER LEASE	39.16
02/02/2017	321630873	E 101-45200-240	Office Equip	COPIER LEASE	39.16
02/02/2017	321630873	E 601-49440-240	Office Equip	COPIER LEASE	39.16
02/02/2017	321630873	E 602-49490-240	Office Equip	COPIER LEASE	39.20
					$235.00
VERIZON WIRELESS					
01/10/2017	9778456888	E 101-42210-321	Telephone	FIRE DATA	210.06
					$210.06
WIEMANN, DIANNA					

		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #2775	89.56
					$89.56
WILLIAMS, JACOB					
		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #3312	72.58
					$72.58
ZACHER, LEO					
		E 601-49440-444	Refund & Reimbursement	REFUND ACCT #2936	118.07
					$118.07
ZEP VEHICLE CARE, INC					
01/19/2017	9002634973	E 101-42110-213	Vehicle Oper Supplies	VEHICLE MAINTENANCE	159.20
01/19/2017	9002634973	E 101-43100-213	Vehicle Oper Supplies	VEHICLE MAINTENANCE	159.20
01/19/2017	9002634973	E 101-45200-213	Vehicle Oper Supplies	VEHICLE MAINTENANCE	159.20
01/19/2017	9002634973	E 601-49440-217	Other Operating Supplies	VEHICLE MAINTENANCE	159.20
01/19/2017	9002634973	E 602-49490-217	Other Operating Supplies	VEHICLE MAINTENANCE	159.21
					$796.01
					$271,483.89

FUND SUMMARY

101 GENERAL FUND	$48,211.96
311 G.O. BONDS - 2007A	$84.37
402 CAPITAL EQUIPMENT	$27,335.87
415 Aztec Street Improvements	$36.34
416 2015-KERRY & 232ND	$97.91
505 CREEKVIEW EST, STORM/STREETS	$48.13
507 IVYWOOD ST & 230TH LANE	$59.92
601 WATER FUND	$11,359.51
602 SEWER FUND	$91,129.99
603 STORM WATER	$732.00
609 MUNICIPAL LIQUOR FUND	$84,289.51
803 ESCROW	$8,098.38
Total	271,483.89

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
7 A

TO: Joe Kohlmann, City Administrator

FROM: Kate Thunstrom, Community Development Director

SUBJECT: Tax Increment Financing (TIF) Plan and Public Hearing

DATE: January 30, 2017

OVERVIEW:

The City received an application for a TIF Business Subsidy from GD1, LLC/LeGen Companies. The requested subsidy was for $1.5 million over 10 years.

Council called for a Public Hearing on February 6, 2017 to meet state processing requirements. During this time, the application was reviewed and underwritten by Northland Securities.

The application was reviewed by the City Economic Development Authority on January 17, 2017 and the application has met the required policy requirements.

At the February 6, 2017 Council meeting Northland Securities will provide an explanation and information regarding the TIF Plan for Council.

ACTION TO BE CONSIDERED:

Actions to be considered tonight:

- Public Hearing allowing comment on the TIF Plan
- Adoption of the TIF Plan

BUDGET IMPLICATION:

As identified within the TIF Plan

Attachments:

- Northland Securities Memorandum
- Resolution Establishing TIF District
- Letter of Request
- Business Subsidy Application
- Public Hearing Notice
- TIF Boundaries Map
- TIF Plan

NORTHLAND SECURITIES

MEMORANDUM

To: City of St. Francis

From: Tammy Omdal

Date: January 31, 2017

Re: Tax Increment Financing (TIF) Assistance for Affordable Senior Housing Project

The City of St. Francis (the "City") received a proposal from LeGen Companies (dba GD1, LLC) for tax increment financing assistance for the proposed development of a senior housing project located at 229th Avenue, NW, immediately west of The Ponds golf course clubhouse. The project is proposed to consist of a three-story building with 56 assisted living and 25 memory care units along with healthcare staff support spaces that 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 percent of the square footage of 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 proposed amount of assistance if $50,000 less than the original request of $1.50 million in the application for assistance.) The project is estimated to generate 45 new full time equivalent jobs within five years with an average wage of $18.46 per hour.

Background of LeGen Companies (the "Developer")

LeGen Companies, headquartered in Minneapolis, reports that it is a start-up company that has established GD1, LLC as the ownership entity that will manage the development process, hold the facility's license, and retain the team of caregiving employees for the project. The company is currently partnered with another investor and has recently been approved for the construction of a 28-unit comprehensive home care facility in Fridley, MN. The project in Fridley broke ground in October 2016 and is located at 5300 – 4th Street NE.

LeGen reports that it is partnering with Walker Methodist to serve as its healthcare service provider. Walker Methodist currently serves over 1,200 seniors and their families in the Metro Area and is committed to expanding their operation into the northern suburbs.

Need for Tax Increment Assistance

Due to the extraordinary costs associated with acquisition and development of the project, the Developer is seeking tax increment financing in the form of a pay-go $1,450,000 Tax Increment Financing (TIF) Note. This memorandum provides a review of the need for the requested assistance based on Northland's analysis of the Developer's sources and uses of funds and operating pro forma for the project.

45 South 7th Street, Suite 2000, Minneapolis, MN 55402
Main: (612) 851-5900 / Direct: (612) 851-4964 / Email: tomdal@northlandsecurities.com

Northland conducted a review of the Developer's project estimates to ensure all anticipated sources and uses for the project were properly included. Exhibit A provides information on the sources and uses of funds for the project. Based on our review of the pro forma and under current market conditions, we find that the project may not reasonably be expected to occur solely through private investment within the reasonably near future. Due to the costs associated with acquisition of the property and construction of the affordable housing units, the project is feasible only through assistance, in part, from tax increment financing.

Source of Tax Increment Financing (TIF) Revenue

The source of TIF revenue for the project is proposed to come from the proposed establishment of Tax Increment Financing (Housing) District No. 2-1 (the "TIF District). The City Council will consider establishment of the TIF District following a public hearing on February 6, 2017. The City may consider approval of a development assistance agreement with the Developer at this same meeting, following approval of the TIF District, or a future meeting date.

The proposed Plan for the TIF District retains 100% of the increased local property taxes (the tax increment) from property within the TIF District to pay for project costs. The Plan for the TIF District provides that the City retain 5% of the tax increment to reimburse the City for the cost of administering the TIF District. The remaining 95% of the tax increment will be available for payment on the TIF Note.

Exhibit B provides a summary of the projected annual tax increment cash flow from the project within the TIF District. The Plan for the TIF District elects the first year of tax increment collection to be no earlier than year 2020 in order to maximize the amount of tax increment available over the duration of the TIF District (to avoid the receipt of tax increment in an earlier year based on partial valuation increase). The maximum term of the TIF District is set to be 20 years of tax increment collection, with an estimated decertification date of December 31, 2039.

Review of Need for Developer Assistance

Based on our review of the operating pro forma for the project and under current market conditions, as stated, we find that the project may not reasonably be expected to occur solely through private investment within the reasonably near future. Facts supporting this finding are as follows:

- As shown in Exhibit A, the Developer proposes the project to be funded from a combination of debt and (investor) equity. The estimated present value of the tax increment financing assistance from the City, see Exhibit B, reduces the effective cost of the project by an estimated $1.45 million. The tax increment financing is needed to assist with the costs of construction of the affordable housing, increasing the project's annual income to provide a sufficient return on equity.
- The total cost for the project is estimated to be approximately $15.7 million or $193,148 per unit for 81 units. Based on Northland's experience with similar projects and given the location of the Project, we would expect total development costs to range between $185,000 and $230,000 per unit. The total per unit project cost is within this range and the estimated project cost is reasonable.

- The project includes an equity contribution of nearly 30%. The project includes a development fee in the amount of $250,000, which is 1.6% of the total project costs. For a project of this nature, we would expect to see the development fee at no more than 5% of total project costs. The Developer will assume some risk for the potential reimbursement of the development fee.
- The estimated average monthly rent for units is $1,835 per month. The project is estimated to include three stories, with 56 assisted living units and 25 memory care units. Occupancy is projected at 95% or higher. Monthly average rents will range from $1,995 for the assisted living units and $1,567 for the memory care units, including base service fees for these units. Of the total 53 units, a minimum of 20% will be affordable at 50% of the average median income (estimated to be $42,900). The income assumption for the project is approximately $1.6 million in the first year of stabilized occupancy (year 3), before adjusting for apartment vacancy estimated at 5% or less.
- The non-operating expenses (management fee and property taxes) are projected at approximately $4,328 per unit. The projected operating costs for the project are within industry standards.
- Proposed contribution to replacement reserves are projected at $20,250 annually. This is within industry standards.
- As shown in Exhibit C, the Developer's estimated return on equity after project completion (year 3) is 7.5% with tax increment financing assistance and 5.2% without assistance. The current estimated average return for the project is slightly lower than what we might anticipate for this type of project, which we would expect to be around 8-10%.
- The estimated annual cash on cash return (net annual operating income divided by total development project costs) with tax increment financing is estimated to average 4.5% during the first four years of operation and 4.0% without tax increment assistance. The average cash on cash return of 4.0% is reasonable for this type of project.

EXHIBIT A

St. Francis, MN
Senior Housing Facility
81 Unit Residential Apartment Building
Developer Sources and Uses of Funds for Construction

	Total	% of Total	Per Unit
Sources of Funds			
Mortgage	$11,016,000	70.4%	$136,000
TIF Paygo Mortgage	$0	0.0%	$0
Equity	$4,629,000	29.6%	$57,148
Total Sources of Funds	$15,645,000	100.0%	$193,148
Uses of Funds			
Property Acquisition	$400,000	2.56%	$4,938.27
Construction	$11,010,000	70.37%	$135,926
Site Improvements	$890,000	5.69%	$10,988
Other Soft Costs	$645,000	4.12%	$7,963
Financing Costs	$250,000	1.60%	$3,086
Reserves	$1,750,000	11.19%	$21,605
Development Fee	$250,000	1.60%	$3,086
Contingency	$450,000	2.88%	$5,556
Total Uses of Funds	$15,645,000	100.00%	$193,148
Number of Units			81

EXHIBIT B

City of St. Francis
Tax Increment Financing District No. 2-1 (Housing)
Senior Housing Project
Projected Tax Increment Cash Flow

TIF District Year	Value Year	Taxes Payable Year	Taxable Market Value [1 4]	New Tax Capacity [1]	Base Tax Capacity [3]	Captured Tax Capacity	Assumed Original Tax Rate [2]	100.00% Estimated Tax Increment [6]	4.00% Present Value of Estimated Tax	5.00% Est. TIF To Pay City Project and Financing Costs	4.00% Present Value of TIF to City	95.00% Est. TIF To Pay Developer Project and Financing Costs	4.00% Present Value of TIF to Developer
1	2019	2020	6,500,000	81,250	(1,290)	79,960	141.019%	112,353	104,489	5,618	5,225	106,735	99,265
2	2020	2021	6,532,500	81,656	(1,290)	80,366	141.019%	112,924	205,432	5,646	10,272	107,278	195,160
3	2021	2022	6,565,163	82,065	(1,290)	80,775	141.019%	113,497	302,947	5,675	15,148	107,822	287,799
4	2022	2023	6,597,988	82,475	(1,290)	81,185	141.019%	114,074	397,151	5,704	19,858	108,370	377,293
5	2023	2024	6,630,978	82,887	(1,290)	81,597	141.019%	114,654	488,158	5,733	24,409	108,921	463,749
6	2024	2025	6,664,133	83,302	(1,290)	82,012	141.019%	115,236	576,075	5,762	28,805	109,474	547,270
7	2025	2026	6,697,454	83,718	(1,290)	82,428	141.019%	115,821	661,007	5,791	33,051	110,030	627,956
8	2026	2027	6,730,941	84,137	(1,290)	82,847	141.019%	116,409	743,056	5,820	37,153	110,589	705,903
9	2027	2028	6,764,596	84,557	(1,290)	83,267	141.019%	117,000	822,319	5,850	41,117	111,150	781,203
10	2028	2029	6,798,419	84,980	(1,290)	83,690	141.019%	117,594	898,891	5,880	44,945	111,714	853,946
11	2029	2030	6,832,411	85,405	(1,290)	84,115	141.019%	118,191	972,863	5,910	48,644	112,281	924,219
12	2030	2031	6,866,573	85,832	(1,290)	84,542	141.019%	118,792	1,044,324	5,940	52,218	112,852	992,107
13	2031	2032	6,900,906	86,261	(1,290)	84,971	141.019%	119,395	1,113,359	5,970	55,669	113,425	1,057,690
14	2032	2033	6,935,410	86,693	(1,290)	85,403	141.019%	120,000	1,180,050	6,000	59,004	114,000	1,121,046
15	2033	2034	6,970,087	87,126	(1,290)	85,836	141.019%	120,609	1,244,476	6,030	62,225	114,579	1,182,251
16	2034	2035	7,004,938	87,562	(1,290)	86,272	141.019%	121,222	1,306,715	6,061	65,337	115,161	1,241,378
17	2035	2036	7,039,962	88,000	(1,290)	86,710	141.019%	121,837	1,366,841	6,092	68,343	115,745	1,298,498
18	2036	2037	7,075,162	88,440	(1,290)	87,150	141.019%	122,455	1,424,925	6,123	71,248	116,332	1,353,677
19	2037	2038	7,110,538	88,882	(1,290)	87,592	141.019%	123,076	1,481,037	6,154	74,053	116,922	1,406,984
20	2038	2039	7,146,091	89,326	(1,290)	88,036	141.019%	123,701	1,535,244	6,185	76,764	117,516	1,458,480
							TOTAL =	2,358,839		117,944		2,240,895	

Key Asssumptions

1 Taxable market value annual growth assumption = 0.50%

2 Assume Pay 2016 Tax Year.

3 Base Taxable Market Value = $103,200

4 Assumption for New Taxable Market Value = $6,500,000 based on 81 units at $80,247 per unit.

5 Estimated total tax increment is after deducting the State Auditor's Office fee of 0.36% of the tax increment distribution.

6 Present value is calculated based on semi-annual payments, stated rate in the schedule above, and beginning date of: 1/1/2019.

7 All amounts are estimated and do not represent agreement by the City on any amount of assistance or terms.

EXHIBIT C

St. Francis, MN
Senior Housing Facility
81 Unit Residential Apartment Building
Review of Developer Pro Forma

	1 2018	2 2019	3 2020	4 2021
Income				
Rental income				
Net rent/base service revenue	598,500	1,388,500	1,605,100	1,648,000
Residential services revenue	1,085,200	2,241,200	2,538,200	2,620,000
Other income	-	-	-	-
Effective gross income	1,683,700	3,629,700	4,143,300	4,268,000
Expenses				
Operating	2,026,250	2,583,422	2,690,367	2,776,782
Management fee	84,185	181,500	207,200	213,400
Property taxes	2,020	127,215	127,851	128,490
Replacement reserves	20,250	20,250	20,250	20,250
Total expenses	2,132,705	2,912,387	3,045,668	3,138,922
Net Operating Income (NOI)	(449,005)	717,313	1,097,632	1,129,078
Plus TIF reimbursement [1]	-	106,735	107,278	107,822
Net Operating Income (NOI) After TIF	(449,005)	824,048	1,204,910	1,236,900
Depreciation and amortization	433,318	433,318	433,318	433,318
NOI After TIF and Depreciation and Amortization	(882,323)	390,730	771,592	803,582
Debt service				
First mortgage	857,846	857,846	857,846	857,846
TIF mortgage [1]	0	0	0	0
Total Debt Service	857,846	857,846	857,846	857,846
Cash Flow After Debt Service	(1,306,851)	(33,798)	347,064	379,054
Less developer expenses	-	-	-	-
Net cash flow to developer with TIF	(1,306,851)	(33,798)	347,064	379,054
Net cash flow to developer without TIF	(1,306,851)	(140,533)	239,786	271,232
Cash on cash with TIF (NOI / TDC)	-2.9%	5.3%	7.7%	7.9%
Cash on cash without TIF (NOI after TIF / TDC)	-2.9%	4.6%	7.0%	7.2%
Annual debt coverage	-52.3%	96.1%	140.5%	144.2%
Total development cost (TDC)	15,645,000	15,645,000	15,645,000	15,645,000
Total equity	4,629,000	4,629,000	4,629,000	4,629,000
Return on Equity (with TIF) [2]	-28.2%	-0.7%	7.5%	8.2%
Return on Equity (without TIF) [2]	-28.2%	-3.0%	5.2%	5.9%

Notes:

1/ Pro Forma assumes pay-go TIF without a TIF Mortgage.

2/ Construction budget includes an estimated $1,750,000 of cash for reserves, the reserves would be available to cover negative cash flow during start-up years.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY
OF ST. FRANCIS, MINNESOTA

HELD: February 6, 2017

Pursuant to due call and notice thereof, a meeting of the City Council of the City of St. Francis, Anoka County, Minnesota, was duly called and held at the Independent School District #15 Offices located at 4115 Ambassador Blvd in the City of St. Francis on Monday, the 6th day of February, 2017, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member ____________________ introduced the following resolution and moved its adoption:

RESOLUTION 2017-06

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

WHEREAS:

A. It has been proposed that the City of St. Francis, Minnesota (the "City") establish Development District No. 2 (the "Development District") and approve a Development Program therefor, establish Tax Increment Financing (Housing) District No. 2-1 (the "TIF District") therein and approve and accept the proposed Tax Increment Financing Plan (the "TIF Plan") therefor, pursuant to Minnesota Statutes, Sections 469.124 through 469.133 and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended (collectively, the "Act"); and

B. The City Council has investigated the facts and has caused to be prepared a proposed Development Program for the Development District, and has caused to be prepared a proposed TIF Plan for the TIF District; and

C. The City has performed all actions required by law to be performed prior to the establishment of the Development District and TIF District, and the adoption of the proposed Development Program and TIF Plan therefor, including, but not limited to, notification of

Anoka County and Independent School District 15 having taxing jurisdiction over the property to be included in the TIF District and the holding of a public hearing upon published and mailed notice as required by law.

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

1. Municipal Development District No. 2. The Development Program for the Development District contained in Article II of the TIF Plan for the TIF District is hereby approved.

2. Tax Increment Financing (Housing) District No. 2-1. The TIF District is hereby established in the City within the Development District, the initial boundaries of which are fixed and determined as described in the TIF Plan for the TIF District.

3. Tax Increment Financing Plan. The TIF Plan is adopted as the tax increment financing plan for the TIF District, and the City Council makes the following findings:

(a) The TIF District is a housing district as defined in Section 469.174, Subdivision 11 of the Act, the specific basis for such determination being that the approximate 81 unit senior living facility to be constructed in the TIF District will provide safe, decent, affordable, sanitary housing for residents of the City, and will be occupied in part by persons or families of low and moderate income, as further described in Section 469.1761 of the Act.

(b) The proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The reasons supporting this finding are that:

(i) The developer, LeGen Companies, has represented to the City that private investment will not solely finance these development activities because of prohibitive construction costs relative to rental revenues for low and moderate income housing units. It is necessary to finance these development activities through the use of tax increment financing so that this and other development by private enterprise will occur within the Development District. The developer was asked for and provided background materials and a pro forma document as justification that the developer would not have gone forward with the project contemplated in the TIF Plan without tax increment assistance.

(ii) A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis is found in Exhibit I of the TIF Plan, which is hereby incorporated, herein by reference, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

(iii) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding can be found in Exhibit I of the TIF Plan. It is possible that some development within the TIF District would go forward without assistance, but the unique costs of this effort as described above mean that without assistance, any alternative development would necessarily be carried out at a small scale, and most likely over a longer period of time. It is impossible to predict what an alternative market value would be if no tax increment assistance were provided, but it is certain that the alternative development would produce significantly less value than the comprehensive, high-quality development that is proposed under the TIF Plan.

(d) The TIF Plan for the TIF District conforms to the general plan for development of the City as a whole.

The reasons for supporting this finding are that:

(i) The TIF District is properly zoned for the development as proposed in the TIF Plan; and

(ii) The TIF Plan will generally complement and serve to implement policies adopted in the City's comprehensive plan.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Development District by private enterprise. The project to be assisted by the TIF Plan will add a high-quality development to the City through the increase in the availability of safe and decent life-cycle housing.

4. Public Purpose. The adoption of the Development Program for the Development District, and the adoption of the TIF Plan for the TIF District therein conform in all respects to the requirements of the Act and will help fulfill a need to provide affordable housing choices, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose. A private developer will receive only the assistance needed to make the development financially feasible. Any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

5. Certification and Filing. The City Administrator is authorized and directed to transmit a certified copy of this resolution together with a certified copy of the TIF Plan to the Auditor of Anoka County with a request that the original tax capacity of the property within the TIF District be certified by the County of Anoka pursuant to Section 469.177, Subdivision 1, of the Act, and to file a copy of the Development Program and the TIF Plan with the Minnesota Commissioner of Revenue and State Auditor as required by the Act.

6. Administration. The administration of the Development District and the TIF District is assigned to the City Administrator who shall from time to time be granted such powers and duties pursuant to the Act as the City Council may deem appropriate.

The motion for adoption of the foregoing resolution was duly seconded by member __________________ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this 6th day of February, 2017.

____
Steven D. Feldman, Mayor

ATTEST:

____
Barbara I. Held, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

I, the undersigned, being the duly qualified and acting City Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution establishing Development District No. 2 and adopting the Development Program therefor and establishing Tax Increment Financing (Housing) District No. 2-1 therein, and approving a Tax Increment Financing Plan therefor.

WITNESS my hand as such City Clerk of the City Council of the City of St. Francis, Minnesota this _____ day of February, 2017.

____
City Clerk

LeGen Companies
Driven by Purpose.

November 17, 2016

Kate Thunstrom
Community Development Director
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

Re: TIF Application for a Senior Living Facility

Dear Mrs. Thunstrom,

I am writing to you on behalf of LeGen Companies (the developer) and our senior health care partner, Walker Methodist, to request your consideration of Tax Increment Financing (TIF) for a senior housing project located on 229th Avenue, NW, immediately west of the The Ponds golf course clubhouse. The project, which was approved by the City of St. Francis through an amendment to its Planned Unit Development, will consist of up to an 81-unit senior housing facility. The 3-story, wood-framed structure will accommodate 56 assisted living and 25 memory care units along with health care staff spaces that will support our residents and their families. Of the spaces offered to local seniors, 20% will be set aside for elderly waiver (EW), low-income clients.

The project is being planned with the City of St. Francis' TIF Policy objectives clearly in mind. The development will serve the following public purposes:

1) Creation of jobs with livable wages and benefits
2) Increased tax base
3) Contribution to the fulfillment of the City's development or redevelopment objectives
4) Enhancement or diversification of the City's economic base
5) Creation of opportunities for affordable housing

The details of our proposed project and its benefits to the community can be found in the attached *Application for Business Assistance* and the related *TIF Request Exhibit Document*.

After an extensive financial analysis of our business model with operational expense input from Walker Methodist we have determined that the project is not viable without the application of TIF. The project financials are similar to those of supporting the Plaza Gardens Project that Walker Methodist recently completed in Anoka. The City of Anoka approved a similar TIF funding request in order to allow the project to move forward and ultimately open in August of 2016.

Our request is for $1.5M over a number of years to be determined by the City of St. Francis. This TIF funding will allow our investors and financing institution the ability to move forward with a financially sustainable project.

Our team has appreciated the support of the City Staff and Council Members throughout this process and hope that you will consider our request for the support of TIF and this new city amenity.

Please review our supporting documents and contact me with any questions or concerns.

Sincerely,

Shawn R. Meschke

Shawn R. Meschke, P.E.

LEGEN COMPANIES

City of St. Francis

Application for Business Assistance

With this application, please submit a formal letter requesting assistance. There is an application fee of $6,000 that will be used to pay legal and financial service fees associated with the application process. Any unused portion of this fee will be returned to the applicant if project is not approved or if applicant decides not to proceed. Application is not considered complete until application fee has been received.

APPLICANT INFORMATION

Business Name: GD1, LLC

Address: 1000 LaSalle Avenue SCH 435

City: Minneapolis State: MN Zip Code: 55403

Contact Person: Shawn R. Meschke Title: President

Telephone: 612-360-3710 Email: shawn.meschke@legencompanies.com

☑ To be listed as primary on legal documents

Parent Company: LeGen Companies

Address: 1000 LaSalle Avenue SCH 435

City: Minneapolis State: MN Zip Code: 55403

☐ To be listed as primary on legal documents

Consultant Name: N/A

Address: ______

City: ______ State: ______ Zip Code: ______

Contact Person: ______ Title: ______

Telephone: ______ Email: ______

TYPE OF SUBSIDY REQUESTED

☑ Tax Increment Financing (TIF) ☐ Tax Abatement ☐ Other ______

Type of TIF: ☐ Economic Development ☐ Redevelopment ☑ Housing

OWNERSHIP STRUCTURE & FINANCIAL HISTORY

Indicate type of business:

☐ Corporation ☐ Partnership ☑ LLC ☐ Proprietorship or operates under a name other than the business legal name ☐ Other ______

Proprietorship, partners, officers, directors, holder of outstanding stock of 10 percent or more of business ownership must be accounted for on the table below.

Name	Title	% of Ownership
to be determined upon approval of TIF		%
		%
		%
		%

Have there ever been judgments or injunctions against the business or owners? ☐ Yes ☑ No

If yes, describe: ______

Is there pending litigation involved the business? ☐ Yes ☑ No

If yes, please attach summary and disposition.

Has the business or the owners of the business ever filed bankruptcy? ☐ Yes ☑ No

If yes, describe: ______

Has the business or the owners defaulted on a loan commitment? ☐ Yes ☑ No

Is the business or owner currently delinquent on property taxes in the City of St. Francis? ☐ Yes ☑ No

Are you engaged in international trade? ☐ Yes ☑ No

PROJECT INFORMATION

If awarded, what is the intended use of funds? If possible, please provide preliminary cost estimates.

The intended use of the TIF funds is to create a project that is financially viable for its health care employees and stakeholders. This will be done by creating a competitive price offering to the local seniors and their families that is affordable.
Specifically, the TIF funding will be used to finance the costs of site preparation and site improvements on the project.

Project Type: ☐ Expansion ☑ Startup

Do you have facilities in other locations? ☐ Yes ☑ No

If yes, please list where: A 27-unit care suite project in Fridley will break ground in October of 2016

Will any jobs be relocated from another Minnesota site? ☐ Yes ☑ No

If yes, which location(s) will the jobs be relocated from? ______

**Provide a statement within the attachment section as to why the project cannot be completed at its current location/facility.*

23340 Cree Street NW • St. Francis, Minnesota • 55070 • 763-753-2630 • FAX 763-753-9881 • www.stfrancismn.org

What is the company's current number of Full Time Equivalent (FTE) employees in St. Francis? 0

**Full Time Equivalent (FTE) is based on a total annual hours of 2,080.*

What is the company's current number of Full Time Equivalent (FTE) employees in Minnesota: 3

Number of new FTE jobs to be created within 2 years in St. Francis: 40

Number of new FTE jobs to be created within 5 years in St. Francis: 45

**Job number will be used to determine eligibility for scoring and for job creation commitments.*

What is the hourly base wage of the lowest paid job that will be created? $10.00

How many jobs earning a base wage of $14.50 or higher are anticipated to be created? 10.40

**City requires a minimum wage of $14.50 exclusive of benefits (200% of Federal Minimum wage).*

What is the average base wage of all the jobs created? $18.46

Complete the following wage/benefit table:

Wage Levels Per Hour	Number of Permanent FTE Positions at this Wage Level	Hourly Value of Health Insurance Benefits (Health and Dental)	Hourly Value of Non-Health Insurance Benefits (Life, Profit Sharing/Bonuses, Retirement, etc.)
Less than $14.50	34.50	$2.45	$4.65
$14.50 - $14.99	0		
$15.00 – $16.99	0		
$17.00 – $18.99	1	$3.23	$0.51
$19.00 – $20.99	2	$3.85	$0.61
$21.00 – $22.99	1	$4.23	$0.67
$23.00 - $24.99	2	$4.54	$0.72
$25.00 – $26.99	1	$4.75	$0.75
$27.00 – $28.99	0		
$29.00 – 30.99	1.4	$5.70	$0.90
$31.00 and Over	2	$7.46	$1.18

PROPERTY INFORMATION

Property Identification Number(s): 33-34-24-34-0076

Total Size of the Property: Approximately 4.38 acres

Total Size of the Facility: Estimated 72,000 s.f.

Facility Breakdown	Total Square Feet Per Area
Manufacturing/Assembly/Processing	
Office	
Research Laboratory	
Warehouse	
Other	Housing = 72,000 s.f.

Will the facility be leased or owned? ☐ Leased ☑ Owned

Are there any environmental risks associated with the site, building, or the business itself? ☐ Yes ☑ No

Have state environmental review requirements been met, if applicable? ☑ Yes ☐ No

ESTIMATED SOURCES AND USES OF FUNDS

**Note: 20% of equity is required.*

	Local Government	Bank	Equity	DEED	Other	Total
Property Acquisition	400,000					400,000
Site Improvement	890,000					890,000
New Construction		11,016,000	1,334,000			12,350,000
Renovation of an Existing Building						
Purchase of Machinery & Equipment						
Public Infrastructure						
Other *	210,000		1,795,000			2,005,000
Total Project Costs	1,500,000	11,016,000	3,129,000			15,645,000

* Legal, Design, Administrative, Etc.

ESTIMATED PROJECT TIMETABLE

Task	Estimated Completion Date
Commitment of all Funds	12/1/16
Start of Construction	5/15/17
Purchase Equipment	N/A
Complete Construction	5/15/18
Begin Operations	5/15/18

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TAX INCREMENT FINANCING ONLY

Any project receiving tax increment financing must meet requirements established in the City of St. Francis Tax Increment Financing Policy.

Will the developer receiving assistance provide a minimum of 20% cash equity investment in the project?

☑ Yes ☐ No

If new construction, will the building be at least 50,000 square feet? ☑ Yes ☐ No

TAX ABATEMENT ONLY

Any project receiving tax abatement must meet requirements established in the City of St. Francis Tax Abatement Policy.

Will the developer receiving assistance provide a minimum of 20% cash equity investment in the project?

☑ Yes ☐ No

Does the project meet the minimum investment of $10 million (new businesses) or $5 million (expansions)?

☑ Yes ☐ No

Attach the following information with the application. Application is not considered complete until all documents have been received.

- ☑ Provide a brief narrative of the company. SEE EXHIBIT "A"
  - ☑ What is the business' competitive position in the marketplace? Briefly describe the past and present operations of the business and/or events leading up to its creation. Include when business was established and any change in controlling ownership within the last five years.
  - ☑ Does the marketing strategy support the planned expansion or start-up?
  - ☑ Is public assistance necessary for this project? If so, why will the project not proceed without public assistance?
- ☑ Site information, including site plan, renderings of the proposed project, narrative description of location, scope, size and type of development. SEE EXHIBIT "B"
- ☑ Planning and zoning analysis: Does the project conform to the current zoning? Are any variances needed? If so, please identify and explain. SEE EXHIBIT "C"
- ☑ Studies and analysis in support of project: SEE EXHIBIT "D"
  - ☑ Preliminary economic analysis showing existing taxes, future taxes and source and use of funds.
  - ☑ Pro forma analysis of the project or market that have been completed.
  - ☑ Market feasibility analysis.

A professional analysis of the company's financials may be required and would need to include review of the following information: Three years historical financial information: Balance Sheets, Profit and Loss Statements and Cash Flow Statements.

NOTICE TO THE COMPANY: DATA PRACTICES ACT

The information that you supply in your application to the City of St. Francis/St. Francis EDA ("City") will be used to assess your eligibility for financial assistance. The City will not be able to process your application without this information. The Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) governs whether the information that you are providing to the City is public or private. If financial assistance is provided for the project, the information submitted in connection with your application will become public, except for those items protected under Minnesota Statutes, Section 13.59, Subdivision 3(b) or Section 13.591, Subdivision 2.

I have read the above statement and I agree to supply the information to the City with full knowledge of the matters contained in this notice. I certify that the information submitted in connection with the application is true and accurate.

/ PRESIDENT 11/12/16

Signature / Title Date

CITY OF ST. FRANCIS, COUNTY OF ANOKA
STATE OF MINNESOTA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of St. Francis, Anoka County, Minnesota, will hold a public hearing on Monday, February 6, 2017, at approximately 6:00 p.m., at the Independent School District #15 Offices located at 4115 Ambassador Blvd, St. Francis, Minnesota, relating to the establishment of Development District No. 2 and the establishment of Tax Increment Financing District No. 2-1, and the adoption of the Development Program and Tax increment Financing Plan relating to thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.134, both inclusive, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive, as amended. Copies of the Development Program and Tax Increment Financing Plan as proposed to be adopted, will be on file and available for public inspection at the office of the City Clerk at City Hall.

The property proposed to be included in Development District No. 2 is described in the Development Program on file in the office of the City Clerk. The property proposed to be included in Tax Increment Financing District No. 2-1 is described in the Tax Increment Financing Plan on file in the office of the City Clerk. The coterminous boundaries of Development District No. 2 and Tax Increment Financing District No. 2-1 are shown in the adjacent map.

All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

Dated: ________________.

BY ORDER OF THE CITY COUNCIL

/s/ Barb Held
City Clerk

[Publish no earlier than January 7, 2017 and no later than January 27, 2017]

City of St. Francis, Minnesota
Boundaries of Development District No. 2 and Tax Increment Financing District No. 2-1

December 19, 2016

1:2,400

0 112.5 225 450 ft

0 30 60 120 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

DRAFT FOR PUBLIC HEARING

CITY OF ST. FRANCIS, MINNESOTA

DEVELOPMENT PROGRAM FOR

MUNICIPAL DEVELOPMENT DISTRICT NO. 2 AND

TAX INCREMENT FINANCING PLAN FOR

TAX INCREMENT FINANCING (HOUSING)

DISTRICT NO. 2-1

(SENIOR HOUSING PROJECT)

PUBLIC HEARING DATE: FEBRUARY 6, 2017

PLAN APPROVED DATE: ________________, 2017

PLAN CERTIFICATION REQUEST DATE: ________________, 2017

PLAN CERTIFIED DATE: ________________, 2017

NORTHLAND SECURITIES

Northland Securities, Inc.
45 South 7th Street, Suite 2000
Minneapolis, MN 55402
(800) 851-2920
Member NASD and SIPC

TABLE OF CONTENTS

ARTICLE I – INTRODUCTION AND DEFINITIONS

SECTION 1.01 INTRODUCTION

The City of St. Francis proposes to provide tax increment financing assistance to LeGen Companies for public costs related to the construction of an approximate 81 unit affordable senior housing project located on 229th Avenue NW, immediately west of The Ponds golf course clubhouse in St. Francis. This document contains the plan for achieving the objectives of the Development Program for Municipal Development District No. 2 through the establishment of Tax Increment Financing District No. 2-1.

SECTION 1.02 DEFINITIONS

For the purposes of this document, the terms below have the meanings given in this section, unless the context in which they are used indicates a different meaning:

1. "City" means the City of St. Francis, Minnesota.
2. "City Council" means the City Council of the City.
3. "County" means Anoka County, Minnesota.
4. "Developer" means the private party undertaking construction in the TIF District, anticipated to be LeGen Companies doing business as GD1, LLC.
5. "Development District" means Development District No. 2 in the City, created and established pursuant to and in accordance with the Development District Act.
6. "Development District Act" means Minnesota Statutes, Sections 469.124 through 469.133, as amended and supplemented from time to time.
7. "Development Program" means the Development Program for the Development District, as amended and supplemented from time to time.
8. "Project Area" means the geographic area of the Development District.
9. "Project Costs" means the cost of the development activities that will or are expected to occur within the Project Area or TIF District.
10. "School District" means Independent School District No. 15.
11. "State" means the State of Minnesota.
12. "TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, as amended, both inclusive.
13. "TIF District" means Tax Increment Financing (Housing) District No. 2-1 (Senior Housing Project).
14. "TIF Plan" means the tax increment financing plan for the TIF District (this document).

SECTION 1.03 PLAN PREPARATION

The document was prepared for the City by Northland Securities, Inc.

ARTICLE II - DEVELOPMENT PROGRAM

SECTION 2.01 OVERVIEW

The City establishes the Development District and the related Development Program as a tool to achieve the objectives described in Section 2.02. The Development District serves as the Project Area for the tax increment financing districts established within its boundaries. The Development Program describes the City's objectives for the development of this area and the use of tax increment financing.

SECTION 2.02 STATEMENT OF OBJECTIVES

The establishment of the Development District in the City pursuant to the Development District Act is necessary and in the best interests of the City and its residents to give the City the ability to meet certain public purpose objectives that would not be obtainable in the foreseeable future without intervention by the City in the normal development process.

The "Statement of Objectives" for the Development Program provides the City with the ability to achieve certain public purpose goals not otherwise obtainable in the foreseeable future without City intervention in the normal development process. The public purpose goals include: restore and improve the tax base and tax revenue generating capacity of the Development District; increase employment and housing opportunities; realize comprehensive planning goals; remove blighted conditions; revitalize the property within the Development District to create an attractive, comfortable, convenient, and efficient area for industrial, commercial and related use. The City seeks to achieve the following Development District program objectives:

1. Promote and secure the prompt development of certain property in the Development District, which property is not now in productive use or in its highest and best use, in a manner consistent with the City's Comprehensive Plan and with the minimum adverse impact on the environment, and thereby promote and secure the development of other land in the City.
2. Promote and secure additional employment and housing opportunities within the Development District and the City for residents of the City and the surrounding area, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
3. Secure the increase of property subject to taxation by the City, School, County and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs required to be provided by them.
4. Provide for the financing and construction of public improvements in the Development District necessary for the orderly and beneficial development of the Development District and adjacent areas of the City.
5. Promote the concentration of housing and other appropriate development in the Development District so as to maintain the area in a manner compatible with its accessibility and prominence in the City.
6. Encourage local business expansion, improvement, and development, whenever possible.
7. Create a desirable and unique character within the Development District thorough quality land use alternatives and design quality in a new building.
8. Encourage and provide maximum opportunity for private redevelopment of existing areas and structures that are compatible with the Development Program.
9. Encourage redevelopment of substandard buildings, to improve employment opportunities

in the Development District and the City, where compatible with other planning and development goals.

SECTION 2.03 BOUNDARIES OF DEVELOPMENT DISTRICT

The boundaries of the Development District are depicted in Exhibit V. The boundaries of the Development District are contiguous with the boundaries of the TIF District and includes the following parcel and the adjacent roads and right-of-way: 33-34-24-34-0076.

SECTION 2.04 DEVELOPMENT ACTIVITIES

The proposed development activities within the Development District are consistent with the goals, objectives, and plans expressed by the Development Program. The proposed development activities within the Development District include the construction of an approximate 81 unit affordable senior housing development.

SECTION 2.05 PAYMENT OF PROJECT COSTS

Project Costs and the plan for their payment will be described in the tax increment financing plans. Project Costs of the Development Program will be paid primarily from Tax Increments. While not subject to this Development Program, the City reserves the right to utilize other available sources of revenue, including but not limited to special assessments and user charges, which the City may apply to pay a portion of the Project Costs.

SECTION 2.06 ENVIRONMENTAL CONTROLS; LAND USE REGULATIONS

All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental controls and all applicable Land Use Regulations.

SECTION 2.07 PARK AND OPEN SPACE TO BE CREATED

Park and open space within the Development District if created will be created in accordance with the City's Comprehensive Plan and zoning and subdivision ordinances.

SECTION 2.08 PROPOSED REUSE OF PROPERTY

The Development Program does not contemplate that the City will acquire property and reconvey the same to another entity. Should the Development Program be further amended to authorize land acquisition, the City Council will require the execution of a binding development agreement with respect thereto and evidence that Tax Increments or other funds will be available to repay the Project Costs associated with the proposed acquisition. It is the intent of the City to negotiate the acquisition of property whenever possible. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any Development Agreement to which the City is a party.

SECTION 2.09 ADMINISTRATION AND MAINTENANCE OF DEVELOPMENT DISTRICT

Maintenance and operation of the Development District will be the responsibility of the City Administrator who shall serve as administrator of the Development District. Each year the administrator will submit to the Council the maintenance and operation budget for the following year.

The administrator will administer the Development District pursuant to the provisions of Section 469.131 of the Development District Act; provided, however, that such powers may only be exercised at the direction of the City Council. No action taken by the administrator pursuant to the above-mentioned powers shall be effective without authorization by the City Council.

SECTION 2.10 AMENDMENTS

The City reserves the right to alter and amend the Development Program, subject to the provisions of state law regulating such action. The City specifically reserves the right to enlarge or reduce the size of the Development District, the Development Program and the Project Costs of the Development.

ARTICLE III - TAX INCREMENT FINANCING PLAN

SECTION 3.01 STATUTORY AUTHORITY

The TIF District and the TIF Plan are established under the authority of the TIF Act.

SECTION 3.02 PLANNED DEVELOPMENT

3.02.1 Project Description

The Developer proposes to build an approximate 81 unit affordable senior housing project. The building will include approximately 56 assisted living and 25 memory care units. The expected completion date is May 2018. The property where the housing will be built is presently not occupied.

3.02.2 City Plans and Development Program

In addition to achieving the objectives of the Development Program, the proposed development is consistent with and works to achieve the development objectives of the City. The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole.

3.02.3 Land Acquisition

The City does not intend to acquire any property within the TIF District.

3.02.4 Development Activities

As of the date of approval of this TIF Plan, there are no development activities proposed in this TIF Plan that are subject to contracts. The City has not received any other development proposals for the parcels within the TIF District and does not expect to in the near future, besides the Developer's proposal.

3.02.5 Need for Tax Increment Financing

In various materials, including the Developer's pro forma, the Developer has demonstrated that the proposed use of tax increment financing is needed to offset the high construction costs of high-quality low- to moderate-income senior housing and associated infrastructure required to support the facility. Without the proposed assistance, these initial up-front costs would make it infeasible for the Developer to be able to charge the affordable rents required for low-to moderate-income seniors. Thus, it is the City's opinion that the proposed development would not reasonably be expected to occur solely through private investment within the foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above and is shown in Exhibit I. This analysis indicates that the increase in estimated market value of the proposed development (less the present value of the projected tax increments for the maximum duration permitted by the TIF Plan) exceeds the estimated market value of the site prior to the establishment of the TIF District.

SECTION 3.03 TAX INCREMENT FINANCING DISTRICT

3.03.1 Designation

This TIF District is designated Tax Increment Financing (Housing) District No. 2-1 (Senior Housing Project).

3.03.2 Boundaries of TIF District

The boundaries of the TIF District are within the Development District and are depicted in Exhibit V. The boundaries of the TIF District includes the following parcel and the adjacent roads and right-of-way: 33-34-24-34-0076.

3.03.3 Type of District

The TIF District is designated as a "housing" district pursuant to Section 469.174, Subd. 11 of the TIF Act. In the Development Agreement, the Developer will commit to:

1. Satisfy the income requirements for a qualified residential rental project as defined in section 142(d) of the Internal Revenue Code. This requirement applies for the duration of the TIF District. The Fiscal Year 2016 Area Median Income for the County is $85,800. The Developer will commit to provide (a) 20% or more of units for occupancy by persons at 50% or less of area median gross income (estimated at $42,900) or (b) (a) 40% or more of units for occupancy by persons at 60% or less of area median gross income (estimated at $51,480). These income thresholds may change over the life of the TIF District.
2. No more than 20% of the square footage of buildings that receive assistance from tax increments will consist of commercial, retail, or other nonresidential uses. Revenue derived from tax increment from a housing district must be used solely to finance the cost of housing projects as defined in Section 469.174, subdivision 11 of the TIF Act. The cost of public improvements directly related to the housing projects and the allocated administrative expenses of the City may be included in the cost of a housing project.
3. Failure to comply with these income limitations is subject to Section 469.1771 of the TIF Act.

SECTION 3.04 PLAN FOR USE OF TAX INCREMENT

3.04.1 Estimated Tax Increment

The original net tax capacity of value of the TIF District will be set by the County upon request for certification by the City. For the purposes of this Plan, the estimated original net tax capacity is $1,290. This amount is estimated based on the most recent published estimated market value of $103,200 for the parcel within the TIF District, see Section 3.03.2; with tax capacity value calculated for residential non-homestead property.

The total tax capacity value of the property after development completion (for taxes payable in 2020) is estimated to be $81,250. This amount is based on a total estimated market value of $6,500,000 with property classified as residential non-homestead property. The estimated difference between the total tax capacity value after development completion (for taxes payable in 2020) and the original net tax capacity value is the captured tax capacity value for the creation of tax increment. See Exhibit II for estimated captured tax capacity by year for the duration of the TIF District.

The total local tax rate for taxes payable in 2016 is 141.019%. The TIF Plan assumes that this rate will be set as the original local tax rate for the TIF District for purpose of estimating tax increments. At the time of the certification of the original net tax capacity for the TIF District, the county auditor shall certify the original local tax rate that applies to the TIF District. The original local tax rate is the sum of all the local tax rates, excluding that portion of the school rate attributable to the general education levy under Minnesota Statutes section 126C.13, that apply to a property in the TIF District. The local tax rate to be certified is the rate in effect for the same taxes payable year applicable to the tax capacity values certified as the TIF District's original tax capacity. The resulting tax capacity rate is the original local tax rate for the life of the TIF District.

Under these assumptions, the estimated annual tax increment after development completion is $112,353. This estimate is after deducting for the fee payable to the State Auditor's Office in the amount of 0.36% of the total tax increment derived from the property. The actual tax increment will vary according to the certified original tax capacity value and original tax rate, the actual property value produced by the proposed development and the changes in property value and State tax policy over the life of the district.

It is the City's intent to retain 100% of the Captured Tax Capacity Value for the duration of the TIF district. Exhibit II contains the projected tax increment over the life of the District.

3.04.2 Project Costs

The City will use tax increment to pay Project Costs. The City anticipates the use of tax increment to pay administrative expenses for the TIF District and to reimburse the Developer on a pay-go basis for a portion of the cost for construction of affordable housing. A development assistance contract with the Developer will define the means for verifying Developer costs eligible for reimbursement and the means of disbursing tax increments collected by the City to the Developer.

The City may use tax increments to pay financing costs. The City reserves the right to use any other legally available revenues to finance or pay for Project Costs associated with the development in the TIF District.

The City reserves the authority to modify the TIF Plan to provide authority to expend tax increment from the TIF District on other housing projects that meet the criteria for establishing a housing TIF district. The statutes governing the use of TIF define a housing district consisting of a project, or a portion of a project, intended for occupancy, in part, by persons or families of low and moderate income (Minnesota Statutes, Section 469.174, Subd. 11). The requirements for the establishment of a housing TIF district are contained in Minnesota Statutes, Section 469.1761. The primary criteria are income related. The criteria are different for owned and rental housing.

The practical application of this authority for the City includes:

- The use of tax increment is not limited by pooling restrictions or the five-year rule.
- The tax increment can be spent on activities outside of the TIF district, but within the Development District.
- This authority does not extend the maximum statutory duration of the TIF district.
- The tax increment must be used solely to finance the cost of the "housing project" as defined by the TIF Act. The cost of public improvements directly related to the housing project and the allocated administrative expenses of the city may be included in the cost of a housing project.
- No more than 20% of the square footage of buildings that receive TIF assistance may consist of commercial, retail, or other nonresidential uses.

Potential applications of this authority include:

- Individual housing projects avoiding the need for a new TIF district.
- Supplementing the revenues of another housing TIF district.
- Assistance for the renovation of existing housing.
- Acquisition of land for housing.

- Assistance to make public improvements more affordable.

3.04.3 Estimated Sources and Uses of Funds

The estimated sources of revenue, along with the estimated Project Costs of the TIF District, are itemized in Figure 3-1 that follows. Such costs are eligible for reimbursement from tax increments, and other listed sources of revenue from the TIF District.

FIGURE 3-1
ESTIMATED SOURCES AND USES OF FUNDS

	Total
Estimated Tax Increment Revenues (from tax increment generated by the district)	
Tax increment revenues distributed from the county	$2,358,839
Interest and investment earnings	$0
Sales/lease proceeds	$0
Market value homestead credit	$0
Total Estimated Tax Increment Revenues	$2,358,839
Estimated Project/Financing Costs (to be paid or financed with tax increment)	
Project costs	
Land/building acquisition	$0
Site improvements/preparation costs	$0
Utilities	$0
Other qualifying improvements	$0
Construction of affordable housing	$1,450,000
Small city authorized costs, if not already included above	$0
Administrative costs	$85,243
Estimated Tax Increment Project Costs	$1,535,243
Estimated financing costs	
Interest expense	$823,596
Total Estimated Project/Financing Costs to be Paid from Tax Increment	$2,358,839
Estimated Financing	
Total amount of bonds to be issued	$1,535,243

The City reserves the right to administratively adjust the amount of any of the Project Cost items listed in Figure 3-1, so long as the total estimated tax increment project costs amount, not including financing costs, is not increased.

3.04.4 Administrative Expense

The City reserves the authority to use up to ten percent (10%) of annual tax increment revenues to pay administrative costs, in addition to required fees paid to the State and County. Section 3.03.3, Figure 3-1, provides the estimated amount of tax increment the City may use to pay City administration costs. The City will use these monies to pay for and reimburse the City for costs of administering the TIF district allowed by the TIF Act. Anticipated administrative expenses of the TIF District include an annual audit of the fund for the TIF District, preparation of annual reporting, legal publication of an annual report, and administration of the development agreement.

3.04.5 County Road Costs

The proposed development will not substantially increase the use of county roads and necessitate the need to use tax increments to pay for county road improvements.

3.04.6 Bonded Indebtedness

The total amount of bonds estimated to be issued is included in Figure 3-1 in Section 3.03.3. The City does not anticipate the issuance of any general obligation bonded indebtedness as a result of the TIF Plan.

The City intends to use tax increment financing to reimburse the developer on pay-as-you-go basis for Project Costs.

The City reserves the authority to act to loan or advance money from its general fund or any other fund it has legal authority to use to finance qualifying TIF expenditures, such as costs of administering the TIF District. An interfund loan or advance is defined in the TIF Act as a bond or a qualifying obligation. Before money is transferred, advanced, or spent, the loan or advance shall be authorized by resolution of the City. For the loan or advance to be repaid with TIF revenues, an interfund loan agreement must be in place before any loans or advances are made. The terms and conditions for repayment of the loan must be in writing and include, at minimum, (i) the principal amount of the loan or advance, (ii) the interest rate to be charged, and (iii) its maximum term. The maximum rate of interest that can be charged is limited to the annual rate charged by the State Courts or by the Department of Revenue, whichever is greater.

3.04.7 Duration of TIF District and Election to Delay First Year of TIF Collection

The maximum duration to collect tax increment derived from property within the TIF District shall be set at nineteen (19) years after the first year of tax increment collection for a total maximum duration of 20 years.

The City elects to delay receipt of first increment until 2020, pursuant to MN Statutes, Section 469.175 subdivision 1(b). Based on the elected first year of tax increment collection, the estimated decertification date for the TIF District is December 31, 2039.

3.04.8 Estimated Impact on Other Taxing Jurisdictions

Exhibit III and IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The City anticipates minimal impact of the proposed development on city-provided services. There will be no borrowing costs to the City for the project. A manageable increase in water and sewer usage is expected. It is anticipated that there may be a slight but manageable increase in police and fire protection duties due to the development.

3.04.9 Prior Planned Improvements

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District. The City will include this statement with the request for certification to the County Auditor. If building permits had been issued during this time period, then the County Auditor would increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

ARTICLE IV – ADMINISTERING THE TIF DISTRICT

SECTION 4.01 FILING AND CERTIFICATION

The filing and certification of the TIF Plan consists of the following steps:

1. Upon adoption of the TIF Plan, the City shall submit a copy of the TIF Plan to the Minnesota Department of Revenue and the Office of the State Auditor.
2. The City shall request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements.
3. The City shall send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

SECTION 4.02 MODIFICATIONS OF THE TAX INCREMENT FINANCING PLAN

The City reserves the right to modify the TIF District and the TIF Plan. Under current State Law, the following actions can only be approved after satisfying all the necessary requirements for approval of the original TIF Plan (including notifications and public hearing):

- Reduction or enlargement in the geographic area of the Development District or the TIF District.
- Increase in the amount of bonded indebtedness to be incurred.
- Increase in the amount of capitalized interest.
- Increase in that portion of the captured net tax capacity to be retained by the City.
- Increase in the total estimated Project Costs, not including cost of financing.
- Designation of additional property to be acquired by the City.

Other modifications can be made by resolution of the City Council. In addition, the original approval process does not apply if (1) the only modification is elimination of parcels from the TIF District and (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

SECTION 4.03 FOUR YEAR KNOCKDOWN RULE

This Rule requires that if after four years from certification of the TIF District no demolition, rehabilitation, renovation or site improvement, including a qualified improvement of an adjacent street, has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

SECTION 4.04 TAX INCREMENT POOLING AND FIVE YEAR RULE

As permitted under Minnesota Statutes, Section 469.1763, subdivision 2(b) and subdivision 3(a)(5), any expenditures of increment from the TIF District to pay the cost of a "housing project" as defined in Minnesota Statutes, Section 469.174, subd. 11 will be treated as an expenditure within the district for the purposes of the "pooling rules" and the "five year rule". The City does not anticipate that tax increments will be spent outside the TIF District (except allowable administrative expenses), but such expenditures are expressly authorized in this TIF Plan.

SECTION 4.05 FINANCIAL REPORTING AND DISCLOSURE REQUIREMENTS

The City will comply with the annual reporting requirements of State Law pursuant to the guidelines of the Office of the State Auditor. Under current law, the City must prepare and submit a report on the TIF district on or before August 1 of each year. The City must also annually publish in a newspaper of general circulation in the City an annual statement for each tax increment financing district.

The reporting and disclosure requirements outlined in this section begin with the year the district was certified, and shall end in the year in which both the district has been decertified and all tax increments have been spent or returned to the county for redistribution. Failure to meet these requirements, as determined by the State Auditors Office, may result in suspension of distribution of tax increment.

SECTION 4.06 BUSINESS SUBSIDY COMPLIANCE

The City is exempt from the business subsidies requirements specified in Minnesota Statutes, Sections 116J.993 to 116J.995 because the intended subsidy for the project specified in this document is anticipated to be 100% for housing assistance.

Exhibit I

City of St. Francis
Tax Increment Financing District No. 2-1 (Housing)
Present Value Analysis As Required By Statute
Minnesota Statutes 469.175(3)(2)
Senior Housing Project

1	Estimated Future Market Value w/ Tax Increment Financing	7,146,091
2	Payable 2016 Market Value	103,200
3	Market Value Increase (1-2)	7,042,891
4	Present Value of Future Tax Increments	1,535,244
5	Market Value Increase Less PV of Tax Increments	5,507,647
6	Estimated Future Market Value w/o Tax Increment Financing	113,458 [1]
7	Payable 2016 Market Value	103,200
8	Market Value Increase (6-7)	10,258
9	Increase in MV From TIF	5,497,389 [2]

[1] *Assume 0.50% annual appreciation over 19 year life of district.*

[2] *Statutory compliance achieved if increase in market value from TIF (Line 9) is greater than or equal to zero.*

Exhibit II

City of St. Francis

Tax Increment Financing District No. 2-1 (Housing)

Senior Housing Project

Projected Tax Increment Cash Flow

								100.00%	4.00%
TIF District Year	Value Year	Taxes Payable Year	Taxable Market Value [1 4]	New Tax Capacity [1]	Base Tax Capacity [3]	Captured Tax Capacity	Assumed Original Tax Rate [2]	Estimated Tax Increment [6]	Present Value of Estimated Tax Incdrement
1	2019	2020	6,500,000	81,250	(1,290)	79,960	141.019%	112,353	104,489
2	2020	2021	6,532,500	81,656	(1,290)	80,366	141.019%	112,924	205,432
3	2021	2022	6,565,163	82,065	(1,290)	80,775	141.019%	113,497	302,947
4	2022	2023	6,597,988	82,475	(1,290)	81,185	141.019%	114,074	397,151
5	2023	2024	6,630,978	82,887	(1,290)	81,597	141.019%	114,654	488,158
6	2024	2025	6,664,133	83,302	(1,290)	82,012	141.019%	115,236	576,075
7	2025	2026	6,697,454	83,718	(1,290)	82,428	141.019%	115,821	661,007
8	2026	2027	6,730,941	84,137	(1,290)	82,847	141.019%	116,409	743,056
9	2027	2028	6,764,596	84,557	(1,290)	83,267	141.019%	117,000	822,319
10	2028	2029	6,798,419	84,980	(1,290)	83,690	141.019%	117,594	898,891
11	2029	2030	6,832,411	85,405	(1,290)	84,115	141.019%	118,191	972,863
12	2030	2031	6,866,573	85,832	(1,290)	84,542	141.019%	118,792	1,044,324
13	2031	2032	6,900,906	86,261	(1,290)	84,971	141.019%	119,395	1,113,359
14	2032	2033	6,935,410	86,693	(1,290)	85,403	141.019%	120,000	1,180,050
15	2033	2034	6,970,087	87,126	(1,290)	85,836	141.019%	120,609	1,244,476
16	2034	2035	7,004,938	87,562	(1,290)	86,272	141.019%	121,222	1,306,715
17	2035	2036	7,039,962	88,000	(1,290)	86,710	141.019%	121,837	1,366,841
18	2036	2037	7,075,162	88,440	(1,290)	87,150	141.019%	122,455	1,424,925
19	2037	2038	7,110,538	88,882	(1,290)	87,592	141.019%	123,076	1,481,037
20	2038	2039	7,146,091	89,326	(1,290)	88,036	141.019%	123,701	1,535,244
							TOTAL =	2,358,839	

Key Asssumptions

1 Taxable market value annual growth assumption = 0.50%

2 Assume Pay 2016 Tax Year.

3 Base Taxable Market Value = $103,200

4 Assumption for New Taxable Market Value = $6,500,000 based on 81 units at $80,247 per unit.

5 Estimated total tax increment is after deducting the State Auditor's Office fee of 0.36% of the tax increment distribution.

6 Present value is calculated based on semi-annual payments, stated rate in the schedule above, and beginning date of: 1/1/2019.

7 All amounts are estimated and do not represent agreement by the City on any amount of assistance or terms.

Exhibit III

City of St. Francis
Tax Increment Financing District No. 2-1 (Housing)
Impact on Other Taxing Jurisdictions
(Taxes Payable 2016)
Senior Housing Project

ANNUAL TAX INCREMENT

Estimated Annual Captured Tax Capacity (Full Development)	$88,036
Payable 2016 Local Tax Rate	141.019%
Estimated Annual Tax Increment	$124,148

Percent of Tax Base

	Net Tax Capacity (NTC)	Captured Tax Capacity	Percent of Total NTC
City of St. Francis	3,244,573	88,036	2.71%
Carver County	122,385,080	88,036	0.07%
ISD 15	8,267,603	88,036	1.06%

Dollar Impact of Affected Taxing Jurisdictions

	Net Tax Capacity (NTC)	% of Total	Tax Increment Share	Added Local Tax Rate
City of St. Francis	58.429%	41.433%	51,439	1.585%
Carver County	31.520%	22.352%	27,749	0.023%
ISD 15	39.266%	27.844%	34,568	0.418%
Other	11.804%	8.370%	10,391	
Totals	141.019%	100.000%	124,147	

NOTE NO. 1: Assuming that ALL of the captured tax capacity would be available to all taxing jurisdictions even if the City does not create the Tax Increment District, the creation of the District will reduce tax capacities and increase the local tax rate as illustrated in the above tables.

NOTE NO. 2: Assuming that NONE of the captured tax capacity would be available to the taxing jurisdiction if the City did not create the Tax Increment District, then the plan has virtually no initial effect on the tax capacities of the taxing jurisdictions. However, once the District is established, allowable costs paid from the increments, and the District is terminated, all taxing jurisdictions will experience an increase in their tax base.

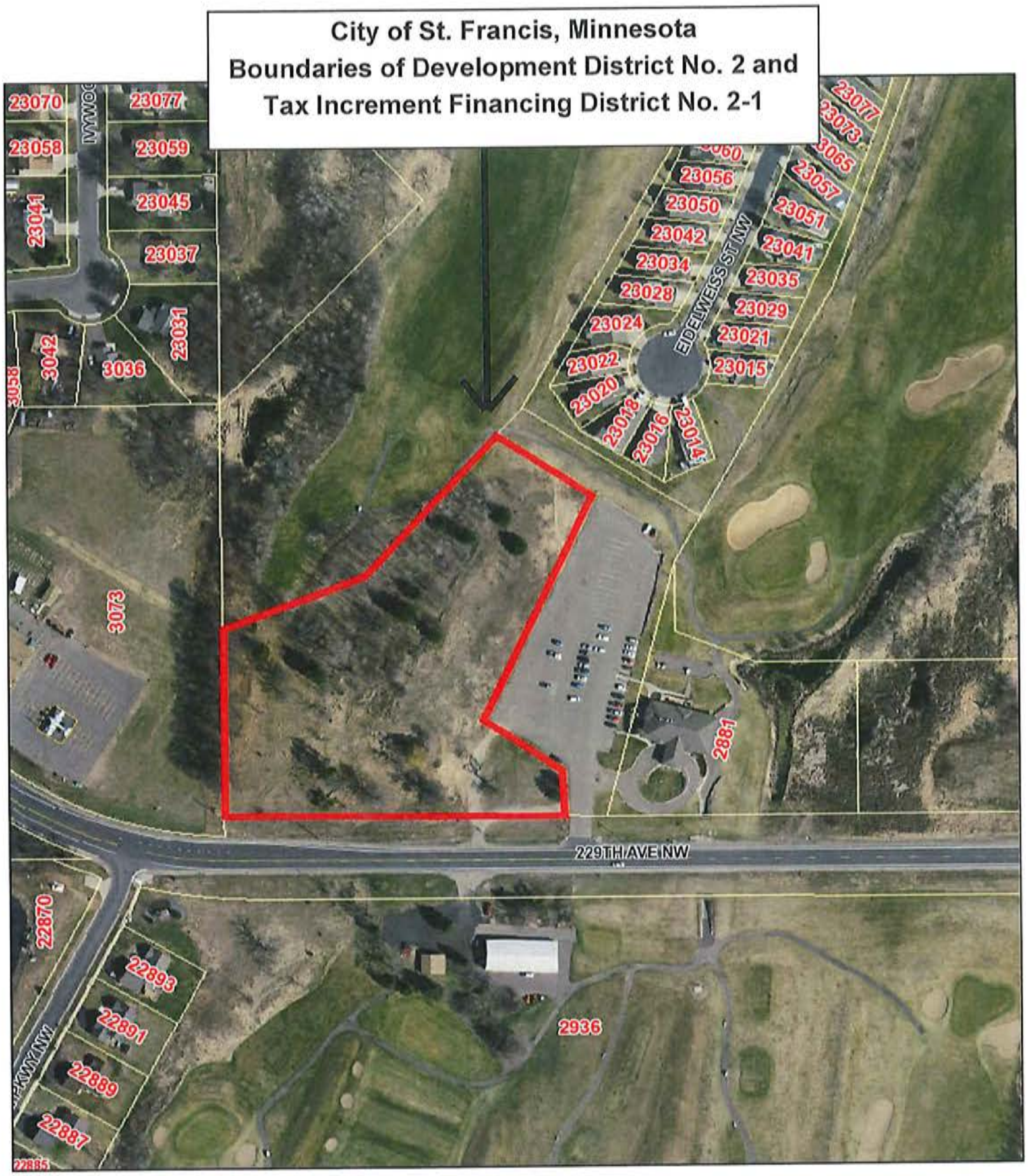
Exhibit IV

City of St. Francis
Tax Increment Financing District No. 2-1 (Housing)
Senior Housing Project
Estimated Tax Increments Over Maximum Life of District

TIF District Year	Taxes Payable Year	New Taxable Market Value	New Tax Capacity	Base Tax Capacity	Captured Tax Capacity	Estimated Total Tax Increment	City TIF Related Share	County TIF Related Share	School TIF Related Share	Other TIF Related Share
					Based on Pay 2016 Tax Rate =	141.019%	58.429%	31.520%	39.266%	11.804%
1	2020	6,500,000	81,250	(1,290)	79,960	112,759	46,720	25,204	31,397	9,438
2	2021	6,532,500	81,656	(1,290)	80,366	113,332	46,957	25,332	31,557	9,486
3	2022	6,565,163	82,065	(1,290)	80,775	113,907	47,196	25,460	31,717	9,534
4	2023	6,597,988	82,475	(1,290)	81,185	114,486	47,435	25,590	31,878	9,583
5	2024	6,630,978	82,887	(1,290)	81,597	115,068	47,676	25,720	32,040	9,632
6	2025	6,664,133	83,302	(1,290)	82,012	115,652	47,919	25,850	32,203	9,680
7	2026	6,697,454	83,718	(1,290)	82,428	116,239	48,162	25,982	32,366	9,729
8	2027	6,730,941	84,137	(1,290)	82,847	116,830	48,407	26,114	32,531	9,778
9	2028	6,764,596	84,557	(1,290)	83,267	117,423	48,652	26,246	32,696	9,829
10	2029	6,798,419	84,980	(1,290)	83,690	118,019	48,899	26,379	32,862	9,879
11	2030	6,832,411	85,405	(1,290)	84,115	118,618	49,148	26,513	33,029	9,928
12	2031	6,866,573	85,832	(1,290)	84,542	119,221	49,397	26,648	33,196	9,980
13	2032	6,900,906	86,261	(1,290)	84,971	119,826	49,648	26,783	33,365	10,030
14	2033	6,935,410	86,693	(1,290)	85,403	120,434	49,900	26,919	33,534	10,081
15	2034	6,970,087	87,126	(1,290)	85,836	121,045	50,153	27,056	33,704	10,132
16	2035	7,004,938	87,562	(1,290)	86,272	121,660	50,408	27,193	33,875	10,184
17	2036	7,039,962	88,000	(1,290)	86,710	122,277	50,664	27,331	34,047	10,235
18	2037	7,075,162	88,440	(1,290)	87,150	122,897	50,921	27,470	34,220	10,286
19	2038	7,110,538	88,882	(1,290)	87,592	123,521	51,179	27,609	34,394	10,339
20	2039	7,146,091	89,326	(1,290)	88,036	124,148	51,439	27,749	34,568	10,392
Total						2,367,362	980,880	529,148	659,179	198,155

EXHIBIT V

Boundaries of Development District No. 2 and Tax Increment Financing District No. 2-1



City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
9A

TO: Joe Kohlmann, City Administrator

FROM: Matt Kohout, Fire Chief

SUBJECT: **AHEMS Agreement**

DATE: 2-6-2017

OVERVIEW:

Allina Health Emergency Medical Services (AHEMS) provides Medical Direction Services as follows:

1) Use of AHEMS protocols
2) Medical Direction oversight
3) Functions set forth in MN Statute 144E.265
4) Training and Training supplies
5) Supplies

This is a two year contract for $9,186

ACTION TO BE CONSIDERED:
Motion to enter into the Agreement with AHEMS.

Attachments:

Service Agreement
Facility Agreement

SERVICES AGREEMENT

This Agreement is made and entered into January 1, 2017 ("Effective Date") by and between Allina Health System d/b/a Allina Health Emergency Medical Services ("AHEMS"), a Minnesota nonprofit corporation having principal office at 167 Grand Avenue, St. Paul, Minnesota 55102 and St. Francis Fire Department ("First Responder") having principal offices at 3740 Bridge St NW, Saint Francis, MN 55070

WHEREAS, First Responder is an entity engaged in providing emergency response, care, and treatment services to patients in its geographic service area; and

WHEREAS, AHEMS is the licensed ambulance service provider in First Responder's service area; and

WHEREAS, AHEMS has the personnel and resources to meet the requirements of Minn. Stat. § 144E.265, and to provide medical direction and support services to First Responder; and

WHEREAS, First Responder desires to engage AHEMS to provide Services (as defined below) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises specified below, the parties agree as follows.

1. **Services.** Beginning on the Effective Date, AHEMS will assign individuals to provide, and will provide, the Services set forth in Exhibit A (the "Services"), attached hereto and incorporated herein.

2. **Qualifications.** AHEMS will ensure that each individual it assigns to provide the Service is qualified, in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations, and as may be further specified in Exhibit A and maintains in good standing and without limitations, exceptions or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services.

3. **Fees and Payment**. In exchange for the Services, First Responder will make payment of the amount due under this Agreement to AHEMS in a timely manner in response to receipt of an invoice supported by adequate documentation. First Responder will pay AHEMS for the Services as set forth in Exhibit B. If any of the fees owed are paid on a prospective annual basis, if AHEMS terminates this Agreement prior to the expiration of a full year term, AHEMS will refund to First Responder a prorate portion of such annual fee(s) paid for Services not performed as of the date of termination. For all other fees owed under this Agreement, in the event of early termination First Responder will make payment only for the Services performed prior to the effective date of termination.

4. **Use of Space.** The parties acknowledge that First Responder's geographic service area is located within the primary service area assigned to AHEMS under state law and AHEMS maintains ALS/BLS ambulances in or near First Responder's geographic service area to facilitate the rapid response to emergency medical situations. First Responder agrees to allow AHEMS personnel providing emergency medical response services to make reasonable use of First Responder facilities at locations mutually agreed upon by the parties. AHEMS agrees that its use of such space shall be

solely for use by on-duty emergency medical personnel and AHEMS will ensure such personnel's use of the space is reasonable and does not disrupt First Responder's operations. Continued use of agreed upon space will be at First Responder's sole discretion provided, however, that First Responder will give 5 days' prior notice to AHEMS of any determination to cease allowing AHEMS personnel to use the space.

5. Term and Termination. The term of this Agreement will commence on the Effective Date and continue for 2 years, unless earlier terminated. Upon expiration of the initial or any subsequent term of this Agreement, unless terminated in accordance with this paragraph, this Agreement will automatically renew for successive periods of 2 years unless either party notifies the other party at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed. This Agreement may be terminated by either party for any reason upon 30 days' prior written notice or by mutual agreement of the parties.

6. Indemnification. AHEMS will defend, hold harmless, and indemnify First Responder, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to AHEMS's acts or omissions in connection with this Agreement. First Responder will defend, hold harmless, and indemnify AHEMS, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to First Responder's acts or omissions in connection with this Agreement.

7. Insurance. AHEMS agrees to maintain such policies of insurance, self-insurance, or combinations thereof in amounts not less than $1,000,000.00 per occurrence and $3,000,000.00 aggregate. First Responder agrees to provide and maintain insurance with limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 annual aggregate unless such entity is governmental entity. If First Responder is a government entity, First Responder agrees to provide and maintain liability insurance as set out in applicable state law.

8. Excluded Provider. Both parties hereby certify that neither it nor its employees, directors, officers, agents, or subcontractors are presently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Each party will immediately give written notice to the other of any debarment, exclusion, or other event that makes such party, or an employee, director, officer, agent, or subcontractor of such party, ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs.

9. Illegality. If, as determined by agreement of the parties' counsel, or, if the parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law, and before a determination is made, either party may suspend payments under the Agreement pending amendment or termination.

10. Independent Contractors. AHEMS including its employees, or agents, is an independent contractor of First Responder and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between First Responder and AHEMS or its employees, or agents.

11. Notices. Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to First Responder: Fire Chief Matt Kohout
St. Francis Fire Department
3740 Bridge Street N.W.
St. Francis, Minnesota 55070

If to AHEMS: Brian LaCroix
167 Grand Avenue
St. Paul, MN 55102
brian.lacroix@allina.com

12. Miscellaneous. Neither party may assign, subcontract, or transfer its rights hereunder without the other party's prior written consent. Nothing in this Agreement will create any obligations by AHEMS or First Responder to any person or entity not a party to this Agreement, including any individuals employed by or under contract with AHEMS or First Responder. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement. This Agreement may be amended only upon mutual written agreement of the parties. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

ALLINA HEALTH
EMERGENCY MEDICAL SERVICES

By ____________________________

Title ____________________________

Dated ____________________________

ST FRANCIS FIRE DEPARTMENT

By ____________________________

Title ____________________________

Dated ____________________________

EXHIBIT A

Services

AHEMS will designate a contact person whom First Responder may contact to arrange for the provision of Services. First Responder will make all efforts to provide reasonable advance notice of its need for any of the Services and AHEMS will make all commercially reasonable efforts to procure resources necessary to deliver the Services, provided, however, that with the exception of Medical Direction services (if applicable) AHEMS will have no obligation to provide the Services if AHEMS is unable to procure necessary resources or personnel to furnish the Services. Services provided pursuant to this Agreement include the following:

1. Medical Direction

a) AHEMS agrees to provide medical director services to First Responder to support First Responder's emergency medical program. Medical Director services will include:
   - (i) Use of AHEMS protocols;
   - (ii) Medical direction oversight by the AHEMS Medical Director or such other qualified physician as AHEMS may contract with from time-to-time for such services;
   - (iii) Other functions of a medical director as set forth in Minn. Stat. §144E.265

b) As a prerequisite of condition to AHEMS providing the Medical Director services contemplated herein, the First Responder agrees that it will at all times during the term of this Agreement:
   - (i) Operate under AHEMS services protocols;
   - (ii) Utilize only certified EMTs and/or first responders to provide direct medical care;
   - (iii) Document the care and services of the certified EMTs and/or first responders utilizing the standard format provided by AHEMS; and
   - (iv) Consult with the AHEMS coordinator and/or Medical Director on major equipment purchases.

c) First Responder will compensate AHEMS for Medical Direction Services in the amount listed in Exhibit B.

2. Education and Training.

a) AHEMS will provide the following training to First Responder personnel and at the rates set forth below: See Exhibit B

b) AHEMS will provide training supplies required for classroom training as part of the course costs.

3. On-Scene Restocking. To the extent permitted by applicable law, AHEMS will provide First Responder with the supplies to replace those used by First Responder's personnel in the treatment and care of a patient on scene before such patient is transported or treated by AHEMS emergency medical professionals. If on-scene replacement is not possible, First Responder will provide AHEMS with the run number associated with the call. First Responder will not bill any patient or third party payer for any supplies or drugs provided pursuant to this paragraph.

4. **Additional Services.** AHEMS will make the following additional services available to First Responder and First Responder will compensate AHEMS for such services as set forth below:

Optional services

- NCCP EMT Recertification course: $225 per member
  (20 hour content covering National Core Curriculum Content for EMTs)
- Physician lead education sessions $150/hr with 2 hour minimum
- Additional services available as requested to be negotiated

EXHIBIT B

FEES

- NCCP EMT Recertification course: $225 per member (above 5 annually)**
  (20 hour content covering National Core Curriculum Content for EMTs)
- Physician lead education sessions $150/hr with 2 hour minimum
- Additional services available as requested

Education course fees	$ 8,436.00
Disposable Supplies for education	250.00
Medical Direction for 2 years	500.00
Total cost for 2 years	$ 9,186.00
Quarterly amount for initial term of agreement	$ 1,148.25

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (this "**Agreement**") is made as of this 1st day of January, 2017, by and between the **CITY OF ST FRANCIS,** a Minnesota municipal corporation ("**City**"), and **ALLINA HEALTH EMERGENCY MEDICAL SERVICES**, a Minnesota non-profit corporation, d/b/a **ALLINA MEDICAL TRANSPORTATION ("Allina").**

WHEREAS, the City and Allina entered into a Lease Agreement dated January 1, 2017 for the lease by Allina of certain areas of City public facilities for use as an ambulance station ("Lease");

WHEREAS, the parties desire to change the location of the ambulance stations and the nature of Allina's use of the new locations;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. FACILITIES.

A. Pursuant to the terms of this Agreement, the City hereby authorizes Allina non-exclusive use of the following St. Francis Fire Stations:

- St. Francis Fire Station No. 1, 3740 Bridge Street NW, St. Francis, Minnesota 55070

(collectively, the "Facilities").

B. The City, for itself, its employees, officials, contractors and agents, retains the right to primary use of the Facilities at all times.

2. TERM. The term of this Agreement is for a term commencing January 1, 2017 and terminating on December 31, 2018. This Agreement shall automatically renew for additional one year periods unless otherwise terminated as set forth herein. If the EMS Contract between the City and Allina is terminated prior to the end of the term of this Agreement or any renewal period, this Agreement shall terminate consistent with the termination date of the EMS Contract.

3. EARLY TERMINATION. Either party may terminate this Agreement at any time by providing the other party 90 days written notice. This Agreement may terminate without notice in the event of a breach by either party.

4. USE. During the Term of this Agreement, the Facilities shall be used and occupied by Allina solely for an emergency medical service/ambulance station, in accordance with all applicable governmental laws and regulations, and all other recorded covenants, conditions and restrictions which are recorded on the date hereof, and for no other purpose without the prior written consent of the City. Allina shall not cause injury to the improvements on the Facilities and shall not use the Facilities in a manner that would constitute a public or private nuisance or constitute waste. Allina hereby agrees that it and its officers, employees and agents using the Facilities under this Agreement will abide by all rules and regulations adopted by the City from time to time for use of the Facilities.

5. **FEE.** Allina shall pay a fee for use of the Facilities during the term of this Agreement as follows:

A. Allina will pay for the use of the Facilities
$382.75/month commencing January 1, 2017
$382.75/month commencing January 1, 2018

B. Payments will be made monthly during the Term and any renewal term with monthly payments due and payable beginning on the Commencement Date and on the same date of each month thereafter.

6. **TAXES.** Allina shall pay all personal and real estate taxes assessed against the property of either fire station if this Agreement causes the property to be taxed.

7. **ALLINA MAINTENANCE RESPONSIBILITIES.** Allina agrees that the Facilities are to be used as is, without any improvements by the City. Allina shall be responsible for daily maintenance and cleaning of the Facilities following use of the Facilities by Allina's employees in a manner sufficient to keep areas used by Allina in a first-class and clean condition. Allina shall be responsible for repairing any damage to the Facilities, including all improvements, fixtures and equipment caused by Allina, its officers, employee or agents. If Allina fails to make the necessary repairs or replacements as provided for in this Section, upon 15 days written notice from City, City, at it's option, may elect to make the replacement or perform all or part of the maintenance, repairs and servicing which is the obligation of the Allina, in which event the costs thereof shall be billed directly to and paid by the Allina within 30 days' of billing.

8. **CITY RESPONSIBILITIES**. Throughout the Term of this Agreement, the City shall provide for the provision of adequate utilities including gas, electric, cable television, and internet, to the Facilities. The City shall maintain and pay monthly for the following utilities: gas, electric, water and garbage.

9. **ALTERATIONS.** Allina may not make any alterations, additions or improvements in or to the Facilities without the City's prior written consent.

10. **FIXTURES AND SIGNS.** Allina may have signage as permitted by and subject to the City's consent. Such consent shall be given or withheld at the City's sole discretion.

11. **INSURANCE.** Allina shall maintain general liability insurance, including auto liability insurance, in amounts acceptable to the City, and sufficient insurance to insure its equipment, supplies and all other materials located at the Facilities and provide proof of such insurance to the City upon request. Allina shall maintain worker's compensation insurance for all Allina employees authorized to use the Facilities pursuant to state law and shall provide to the City evidence of such insurance upon City's request.

12. INDEMNIFICATION.

A. Allina hereby agrees to indemnify and hold harmless City and City's officers, agents, and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from (i) Allina's occupancy, use or operation of the Facilities, or (ii) from any default under or failure to perform any term or provision of this Agreement by Allina or (iii) the negligent or willful acts of Allina, its directors, officers, or employees. This indemnity does not cover matters arising out of the negligent or willful acts of the City or its employees, agents, contractors, guests, officers, invitees or officials. It is expressly understood that Allina's obligations under this Section shall survive the expiration or earlier termination of this Agreement for any reason. In case any action or proceeding is brought against the City or its officers, officials, agents or employees, by reason of any such claim, Allina, upon notice, will defend such action or proceeding by responsible counsel selected by Allina and reasonably acceptable to City.

B. City hereby agrees to indemnify and hold harmless Allina and Allina's officers, directors, agents, and employees from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from (i) City's occupancy, use or operation of the Facilities, or (ii) from any default under or failure to perform any term or provision of this Agreement by City or (iii) the negligent or willful acts of City, its officers, or employees. This indemnity does not cover matters arising out of the negligent or willful acts of Allina or its employees, agents, contractors, guests, officers, invitees or officials. It is expressly understood that City's obligations under this Section shall survive the expiration or earlier termination of this Agreement for any reason. In case any action or proceeding is brought against Allina, or its officers, officials, agents or employees, by reason of any such claim, City, upon notice, will defend such action or proceeding by responsible counsel selected by City and reasonably acceptable to Allina.

13. COMPLIANCE WITH LAWS. Allina shall, at its sole cost and expense, comply with any and all laws, statutes, ordinances, regulations, fire codes, building codes and restrictions and easements of record, now or hereafter in force, applicable to the performance of Allina operations on the Facilities. Allina also covenants to comply, at its sole cost and expense, with any and all reasonable rules and regulations applicable to the conduct of Allina's operations on the Facilities issued by insurance companies.

14. ASSIGNMENT. Allina shall not assign this Agreement, or any interest arising herein, without the express written consent of the City.

15. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship or principal and agent or of partnership or of joint venture or of any association whatsoever between Allina and the City.

16. CONDITION OF FACILITIES. Except as expressly provided herein, the City makes no representations or warranties, either express or implied, regarding the condition of the Facilities or suitability of the Facilities for Allina's proposed uses.

17. SEVERABILITY. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

18. CONSTRUCTION. This Agreement involves property located within the State of Minnesota and shall be construed according to the laws of the State of Minnesota.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

20. NOTICES. All notices hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to City:

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

with a copy to:

St. Francis City Attorney
Barna, Guzy & Steffen
200 Coon Rapids Blvd. NW, #400
Coon Rapids, MN 55433

If to Allina:

Allina Health Emergency Medical Services
Attn: General Counsel
2925 Chicago Avenue, Law Dept 10905
Minneapolis, MN 55407-1321

With Additional Copies To:

Allina Health Emergency Medical Services
Attn: Jeff Czyson
167 Grand Avenue Mail Route 54101
St. Paul, MN 55102

21. AMENDMENTS. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by both parties.

22. COUNTERPARTS. This Facility Use Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City and Allina have entered into this Facility Use Agreement as of the date first above written.

CITY OF ST FRANCIS

BY:____________________________
Steve Feldman, Mayor

AND ____________________________
Joe Kohlmann, City Administrator

ALLINA HEALTH EMERGENCY MEDICAL SERVICES

By:____________________________

Its: ______________________

City of St. Francis

CITY COUNCIL
AGENDA REPORT
Agenda Item #:
9 B

TO: Joe Kohlmann, City Administrator

FROM: Matt Kohout, Fire Chief

SUBJECT: **Hiring of new Firefighters**

DATE: Febuary,6th 2017

OVERVIEW:

Authorize the process of hiring of up to 5 new Firefighters. To keep up our Firefighter staffing numbers for the fire department. This is also to too replace 3 members that have left us due to moving out of the area, military, interference with jobs and a few others who could and may retire in the near future.

The process will include:

- Orientation session
- Applications for employment
- Rating applications
- Panel interview
- Background and reference checks, physicals
- Workplace assessment
- Job Offering.

ACTION TO BE CONSIDERED:

Chief Kohout and Staff are recommending to move forward with the process of hiring of up to 5 to the position of probationary paid on call firefighters with a wage of 12.00/hr.

BUDGET IMPLICATION:

The personnel costs of the 5 new firefighters will be taken from the Part Time Fire Department account #42210-103.

1. BCA background checks "free done by our police.
2. Fire training $950.00 (Covered by Minnesota Board of Firefighter training and Education.
3. Ems training (EMT) $1,000 (Covered by Minnesota Board of Firefighter training and Education.)

City of St. Francis

4. Calls and training $12.00 an hour there are 4 drills a month and they are generally 2 hours each. Calls are depending on call volume and individual response.
5. Employment Evaluation workplace assessment testing $450.00
6. Medical screening $245.00, total is not including Immunizations if needed.

   * Breakdown below*
   A: med exam: $170.00
   B: drug screen $55.00
   C: SCBA mask fit test: $20.00
   D: Immunizations Depending on need: $50.00-$200.00

   Total cost per ff hired not including calls and drills for initial hiring and highest cost including all Immunizations if needed: $895.00

Attachments:

- None

To: City Council/City Administrator

From: Chief of Police Todd Schwieger

Date: February 6th, 2017

RE: Annual Report

The year 2016 was a challenging one for the police department. At times the department was three officers short and all staff members gave extra effort in getting through those times and the police department really displayed its team mentality. The department hired three new officers in 2016, Officer Chris Bulera, Officer Kurt Greene and Officer Amanda Hanson are all doing very well and have been great additions to the department. Officers stayed busy by taking calls for service, enforcing traffic laws, attending mandatory and other relevant trainings. Officers also attended and participated in special details such as Night to Unite, St Francis High School mock crash scene, Eddie Eagle and Santa at the Police department to name a few. Our reserve officers also stayed busy providing over 800 volunteer hours to the community. Reserve officers assist at community events, assist officers on various scenes and attend monthly training sessions as well as annual use of force with the licensed officers. The St Francis Police Reserve officers are a great asset to the department and community and can be seen driving the department UTV or one of our squad cars with a "RESERVE" magnet on the bottom of the front doors.

2016 Training: Officers are required to complete a certain amount of continuing education training hours to maintain their peace officer license. Some trainings are made mandatory by the MN Peace Officer Standards and Training Board (POST) and the department head. Other trainings are suggested but not mandatory and there are many other training courses officers request to attend to increase their knowledge and understanding in certain areas. Officers also do many of their trainings online through a program called PATROL. PATROL allows officers to complete mandatory and optional courses online while also receiving POST continuing education credits. All officers completed a combined 546 hours of continuing education in the year 2016.

Courses attended by the officers included:

Firearms training/Adverse weather shoot/Night shoot/Rifle shoot/Summer shoot
Use of Force Training
Active Shooter Training
Child Safety Seat Certified Technician Training
FTO School
Sovereign Citizen Training
De-escalation of the Mentally Ill
Exploitation of the Elderly
Fraud Investigation
First Aid/CPR

Annual Stats Report *(attached)*:

The types of calls officers respond to are broken down into Part 1 and 2 offenses and Part 3, 4, 5 offenses. Examples of the offenses are shown as well as how many offenses officers responded to and completed incident reports on in 2016. The total amount of calls for service dropped from 4911 in 2015 to 3751 in 2016. Types of calls for service that declined were suspicious activity, juvenile activity and agency assists. Calls for service that increased were thefts, assaults, medicals, domestic situations and vehicle accidents. Unfortunately calls related to mental illness are increasing as well and several St Francis Police Officers have had mental health response training where techniques learned have been shown to increase communication and improve de-escalation in mental health situations. Civil disputes are also a very common type of call for service for the officers. These types of calls for service include landlord-tenant disputes, child custody disputes and other civil disputes where the officers provide mediation. A majority of St Francis Officers have formal training in how to respond to these types of civil disputes. New officers are now required to attend this type of training as officers are called to mediate these types of situations on a daily basis.

Investigations:

In 2016 there were 213 cases assigned to the department investigator which included financial exploitation of a vulnerable adult, check fraud, burglary, motor vehicle theft, identity theft and damage to property to name a few. The investigator has submitted many cases to the city attorney and Anoka County Attorney's Office for charges ranging from misdemeanor level to felony level crimes. The investigator also spent a lot of time in 2016 performing background investigations on police officer candidates.

2017

The year 2017 is expected to be an exciting and productive year at the police department. The police department is making plans to implement programs that will provide more services to the community and meet more needs of the St Francis citizens. Programs such as a child safety seat clinic, a 2 day kid's academy and possibly a teen academy are just a few goals the police department has for 2017. Other programs such as Eddie Eagle, the drug display and Santa at the PD are also expected to take place. The police department is also looking at ways that more neighborhoods can be involved in a neighborhood watch program working in conjunction with the police department.

2016 Annual Statistics

Offense Type	Description Examples	Offense Totals: 2015	Number of Call-2016
Part 1 and 2	Theft, Fraud, Damage to Property, Burglary, DWI, Assaults,	602	611
Part 3,4,5	Suspicious persons/activity, Vehicle lock outs, Animal complaints, Check welfare, Accidents, Alarms, Medical, Parking complaints, MV Complaints, Warrant arrests, Neighborhood Disputes, Extra Patrol requests.	4309	3140
Total Calls For Service		**4911**	**3751**
Investigations		**206**	**213**

Calls for service breakdown: Part 1 & 2 offenses

	2015	2016
Thefts	88	119
Burglaries	16	16
Assaults	33	42
DWIs	44	28
Citations	432	368
Fraud	9	40

Calls for service breakdown: Part 3, 4, 5 offenses

	2015	2016
Suspicious Activity	253	249
Vehicle lockouts	95	115
Medicals	289	313
Alarms	130	144
Vehicle Accidents	118	150
Agency Assists	349	269
Domestic situations	180	194
Juvenile Activity	53	23