

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

**TUESDAY, JANUARY 17, 2012**

ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)  
4115 Ambassador Blvd. NW

6:00 PM

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
  - a. Approve City Council Minutes – January 3, 2012
  - b. Receive and File St. Francis EDA Minutes – November 7, 2011
  - c. Pay Estimate No. 2 from Amcon Construction Management for Power Engineering, New Look Contracting, Inc., Northland Paving. LLC, Classic Construction, SCR, Inc., and Electrical Solutions, Inc.
  - d. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
  - a.
7. Ordinances & Resolutions:
  - a. Resolution 2012-02: Approving State of Minnesota Joint Powers Agreements with the City of St. Francis on Behalf of its City Attorney and Police
8. Reports of Consultants & Staff Members
  - a. Engineer:
  - b. Attorney: Closed Meeting to discuss Labor Negotiation Strategy Pursuant to MN Statute 13D.03
  - c. Staff:
    - Fire Dept.: Update on the Joint Fire Study Group
    - Public Works:
    - Liquor Store:
    - Police:
    - City Administrator:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
  - a. Efficiency Report Card-Liquor Store
13. Adjournment

Calendar of Events

- Feb 6: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Feb. 7: Precinct Caucuses @ 7 pm  
Feb 15: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm  
Feb 20: City Offices Closed in Observance of Presidents Day  
Feb 21 – Tues: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

TO: Mayor & City Council

FROM: Matthew L. Hylen,  
City Administrator



RE: Agenda Memorandum – January 17, 2012 Meeting

**Agenda Items:**

**4. Consent Agenda:**

- c. *Amcon Construction Management Pay Estimate #2:* Attached is Pay Estimate #2 for the Police/Public Works Facility in the amount of \$250,250 after the proper retainage has been withheld.

**6. Petitions, Requests, Applications:**

**7. Ordinances & Resolutions:**

- a. *Resolution 2012-02:* Enclosed is Resolution 2012-02 which approves a Joint Powers Agreements from the State of Minnesota with the City on behalf of our City Attorney and Police Department committee assignments. A motion would be in order to approve Resolution 2012-01.

**8. Reports:**

**a. Engineer:**

- b. **City Attorney:** The closed session is requested to discuss current negotiations.

**c. Staff:**

**Fire:** *Joint Fire Study Update:* Chief Dean Kapler has an attached update on the Joint Fire Study Group held on January 5, 2012.

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator:**

**11. Old Business**

**12. New Business:**

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

CITY COUNCIL MINUTES

TUESDAY, JANUARY 3, 2012

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members, Jeff Sandoval, Tim Brown, Steve Kane and Chris McClish. Also present were City Attorney Scott Lepak (Barna, Guzy and Steffen, Ltd.), City Engineer Jared Voge ( Bolton & Menk, Inc.), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, City Administrator Matt Hysten, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND BROWN TO ADOPT THE JANUARY 3, 2012 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY KANE SECOND McCLISH TO APPROVE THE JANUARY 3, 2012, CITY COUNCIL CONSENT AGENDA-E AS FOLLOWS:
  - a. Approve the City Council Minutes of December 19, 2011.
  - b. Receive and File the St. Francis Fire Department General Meeting Minutes of December 4, 2011.
  - c. Enter into a Joint Powers Agreement for the cost share of a Northern River Crossing Study in the Cities of Oak Grove and St. Francis (CP 10-33-00)
  - d. Enter into an Agreement for 2012 Animal Control with Marline Skinner.
  - e. Approve the Payment of Claims for \$198,061.25; Check 62976-63034 \$155,903.19 and Disbursements via Debits to checking account \$42,158.06.Motion carried 5-0.
5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:** None.
7. **Ordinances & Resolution:**
  - a. **Resolution 2012-01 Approving Appointments for 2012:** A number of appointments still need to be addressed. Mayor Jerry Tveit's recommendation was to appoint Steve Kane as Mayor Pro Tem, Council Representative for the Planning Commission-Tim Brown, School District #15-Chris McClish, Park Commission-Jeff Sandoval, and Upper Rum River Watershed-Jerry Tveit. MOTION BY SANDOVAL SECOND BROWN TO ADOPT RESOLUTION 2012-01 A RESOLUTION APPROVING THE APPOINTMENTS FOR 2012. Motion carried 5-0.
8. **Reports of Consultants & Staff Members:**
  - a. **Engineer:** No report.

**b. Attorney: Closed Meeting to discuss Labor Negotiation Strategy Pursuant to MN State Statute 13D.03:** City Attorney Scott Lepak asked the City Council to go into close for an update on the police union negotiations. MOTION BY TVEIT SECOND KANE TO GO INTO A CLOSED MEETING TO DISCUSS LABOR NEGOTIATION STRATEGY PURSUANT TO MN STATE STATUTE 13D.03 AT 6:04 PM. Motion carried 5-0. This will be a taped closed session. The City Council was back in session at 6:15 pm. Lepak stated we have nothing further to report on negotiations from closed session it was simply labor strategy.

**c. Staff: Fire Department:**

**Public Works: “Look Back” Program for Water and Sewer Billing:** Teicher explained what the “Look Back” program was. In summary, it gives the homeowner a break on the sewer portion on their water and sewer bill during the months May through October. Hylen said the billing cycle does not coincide with the full months of May through October. Hylen asked the council to allow staff to come up with language that would better fit the billing cycles. I hope this would eliminate the confusion. The City Council agreed not to change the “Look Back” months but to adjust the language to match up to the billing cycles.

**Skating/Hockey Rinks:** To date we have spent 132 hours on trying to get the rinks ready. Due to the unseasonably warm weather, we have not been able to have the rinks available for skating. Already in mid-February, the sun starts to get stronger. The Homerun Club is having a meeting tonight and is aware it may not work for this year. The City Council all agreed to not proceed with flooding the rinks this season. A big thank you to Home Run Club for their help this year and working together with the City.

**Liquor Store:**

**Police Dept:**

**City Administrator Report:**

9. **Reports from Council Members:** McClish said it is nice to see the walls go up on the new facility.

10. **Report from Mayor:** Tveit stated we have been invited to a Met Council State of the Region meeting on January 18, 2012. I will give the information to the City Clerk and she will forward it on to the rest of the city council. I want to remind everyone again about the 2012 Mayor’s Snowmobile ride on January 21, 2012.

11. **Old Business:** Kane asked if Staff had a chance to do a City Council Pay Salary survey. Hylen stated it was completed and will be in the off week memorandum.

12. **New Business:**

**a. Efficiency Report Card-Public Works Department:** Public Works Director Paul Teicher reported on the Waste Water Treatment Plant. We have been utilizing our Chemical Feed System and had a successful discharge to the brook. We are meeting our MPCA permit limits. Since the last upgrade in 2001 where the Chemical Feed System was originally designed to be put in and never done, we finally have all the right equipment in place and able to utilize it thanks to your direction.

I am also happy to see some tall walls up at our new public works/police facility.

13. **Adjournment:** The City Council adjourned the meeting at 6:31 pm.

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Barbara I. Held, City Clerk

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

ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

NOVEMBER 7, 2011

1. **Call to Order:** EDA Commission president Chris McClish called the EDA meeting to order at 5:00 pm.
2. **Roll Call:** Commission members present were Chris McClish, Brenda Pavelich-Beck and Troy Shook. Members Richard Orpen and Jeff Sandoval absent. Also present were City Administrator Matt Hylen and City Clerk Barb Held.
3. **Approve Minutes of November 1, 2011:** MOTION BY McCLISH SECOND PAVELICH-BECK TO APPROVE THE NOVEMBER 1, 2011 ECONOMIC DEVELOPMENT AUTHORITY MINUTES. Motion carried 3-0.
4. **Resolution 2011-01: Providing Preliminary Approval for the Issuance and Sale of Public Project Lease Revenue Bonds:** City Administrator Matt Hylen briefly explained the resolution before them. MOTION BY PAVELICH-BECK SECOND SHOOK TO ADOPT RESOLUTION 2011-01 A RESOLUTION PROVIDING PRELIMINARY APPROVAL FOR THE ISSUANCE OF SALE OF PUBLIC PROJECT LEASE REVENUE BONDS, SERIES 2012A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,200,000. Motion carried 3-0.
5. **Adjourn:** McClish adjourned the EDA meeting at 5:05 pm.

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Barbara I. Held, City Clerk  
Recording Secretary



PAYMENT BATCH AP 01-17-12

**ACE SOLID WASTE, INC.**

12/22/2011	9056161	E 101-42110-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	15.14
12/22/2011	9056161	E 101-42210-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	15.13
12/22/2011	9056161	E 101-43100-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	41.22
12/22/2011	9056161	E 101-43210-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	35.72
12/22/2011	9056161	E 101-45200-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	0.00
12/22/2011	9056161	E 101-45200-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	41.22
12/22/2011	9056161	E 601-49440-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	80.68
12/22/2011	9056161	E 602-49490-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	80.67
12/22/2011	9056161	E 609-49750-384	Refuse/Garbage Disposal	1/1/12 - 1/31/12	131.98
					\$441.76

**AIRGAS NORTH CENTRAL**

12/31/2011	105146828	E 101-43100-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.53
12/31/2011	105146828	E 101-43210-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.53
12/31/2011	105146828	E 101-45200-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.53
12/31/2011	105146828	E 601-49440-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.53
12/31/2011	105146828	E 602-49490-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.53
					\$22.65

**AMCON**

12/31/2011	CM234-07	E 402-43000-300	Professional Services	CONSTRUCTION MANAGER	7,500.00
12/31/2011	CM234-07	E 402-43000-314	Construction	CONSTRUCTION MANAGER	32,155.01
12/31/2011	CM234-07	E 402-43000-340	Advertising	CONSTRUCTION MANAGER	103.13
					\$39,758.14

**AMERIPRIDE LINEN & APPAREL SER**

01/05/2012	1001049070	E 609-49750-219	Rug Maintenance	RUG MAINT	46.23
					\$46.23

**ANCOM TECHNICAL CENTER**

12/28/2011	26969	E 101-42210-218	Equipment Repair & Maintenance	CLIP BATTERY	105.00
					\$105.00

**ANOKA COUNTY TREASURY DEPT.**

01/04/2012	215338	E 101-43100-433	Dues and Subscriptions	ANNUAL LICENSE RENEWAL FC	125.00
01/04/2012	215338	E 101-45200-433	Dues and Subscriptions	ANNUAL LICENSE RENEWAL FC	125.00
					\$250.00

**ASPEN MILLS**

12/28/2011	116181	E 101-42110-437	Uniform Allowance	SCHMITZ-RESERVES	109.85
12/28/2011	116182	E 101-42110-437	Uniform Allowance	RESERVES	445.00
12/28/2011	116183	E 101-42110-437	Uniform Allowance	JOHNSON	6.41
12/30/2011	116344	E 101-42110-437	Uniform Allowance	SCHWIEGER	435.15
12/30/2011	116345	E 101-42110-437	Uniform Allowance	GENNARO	178.87

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\$1,175.28

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**BGS (BARNA GUZY)**

12/31/2011	91768	E 101-41600-312	Criminal Legal Fees	KARKINEN FORFEITURE	65.00
12/31/2011	91910	E 101-41600-312	Criminal Legal Fees	PROSECUTION	4,864.00
12/31/2011	91932	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
12/31/2011	91933	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	115.42
12/31/2011	91934	E 101-41600-304	Civil Legal Fees	EDA	24.42
					<hr/>
					\$6,868.84

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**BIRCHWOOD CONSTRUCTION**

12/28/2011	319	E 101-45200-229	Project Repair & Maintenance	WARMING HOUSE FLOOR INST/	2,496.00
					<hr/>
					\$2,496.00

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**BOLTON & MENK, INC.**

12/20/2011	0144300	G 602-16500	Construction in Progress	AMBASSADOR TRUNK UATILITY	940.00
12/20/2011	0144301	E 226-45100-303	Engineering Fees	PEDERSON PATH DESIGN	1,710.00
12/20/2011	0144303	E 101-43100-303	Engineering Fees	2011 STATE AID	220.00
12/20/2011	0144304	E 402-43000-303	Engineering Fees	PUBLIC SERVICES FACILITY	12,620.59
12/20/2011	0144305	E 101-43100-303	Engineering Fees	239TH AVE IMPROVEMENTS	30.00
12/20/2011	0144306	E 601-49440-303	Engineering Fees	WATER SYSTEM INVENTORY	7,029.50
12/20/2011	0144308	G 803-22044	Esc-Rum River Bluffs	RUM RIVER BLUFFS	110.00
12/20/2011	0144327	E 101-43100-303	Engineering Fees	2011 GENERAL ENGINEERING	60.00
12/20/2011	0144327	E 226-45100-303	Engineering Fees	2011 GENERAL ENGINEERING	57.50
12/20/2011	0144328	E 601-49440-303	Engineering Fees	WOODHAVEN WATER METER IM	1,137.00
					<hr/>
					\$23,914.59

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**BRAUN INTERTECCORPORATION**

12/09/2011	344881	E 226-45100-441	Miscellaneous	PROF SERVICES TAHROUGH 12	388.75
					<hr/>
					\$388.75

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**BUSINESS FORMS AND ACCOUNTING**

12/28/2011	45490	E 101-41400-200	Office Supplies	CHECKS	65.34
12/28/2011	45490	E 601-49440-200	Office Supplies	CHECKS	65.34
12/28/2011	45490	E 602-49490-200	Office Supplies	CHECKS	65.34
12/28/2011	45490	E 609-49750-200	Office Supplies	CHECKS	65.35
					<hr/>
					\$261.37

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**CENTURY LINK**

01/01/2012	8624.0112	E 101-41940-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	92.78
01/01/2012	8624.0112	E 101-42110-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	77.33
01/01/2012	8624.0112	E 101-42210-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	77.33
01/01/2012	8624.0112	E 101-43100-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	15.47
01/01/2012	8624.0112	E 101-45200-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	15.47
01/01/2012	8624.0112	E 601-49440-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	15.47
01/01/2012	8624.0112	E 602-49490-321	Telephone	MONTHLY SERVICE 1/1/12 - 1/31	15.47
					<hr/>
					\$309.32

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**CHISAGO LAKES DISTRIBUTING CO.**

01/02/2012	462945	E 609-49751-252	Beer For Resale	BEER	51.00
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					\$51.00

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**COUNTY MARKET - CITY ACCOUNT**

01/01/2012	0224.1211	E 101-42210-212	Motor Fuels	FUEL	276.57
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					\$276.57
<b>COURIER, THE</b>					
01/11/2012	38406	E 101-41400-441	Miscellaneous	PLANNING COMMISSION	64.00
01/11/2012	38406	E 101-43210-439	Recycling Days	RECYCLING AD	89.00
					\$153.00
<b>DAHLHEIMER DIST. CO. INC.</b>					
01/03/2012	1009414.0112	E 609-49751-252	Beer For Resale	CREDIT	(30.95)
01/05/2012	1004567	E 609-49751-252	Beer For Resale	BEER	5,824.10
01/05/2012	1004567	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
					\$5,835.15
<b>DAY DISTRIBUTING CO.</b>					
01/06/2012	633299	E 609-49751-252	Beer For Resale	BEER	721.67
					\$721.67
<b>DEX MEDIA EAST LLC</b>					
01/05/2012	110097517.0112	E 609-49750-340	Advertising	ADVERTISING	65.01
					\$65.01
<b>DMV</b>					
		E 101-42110-550	C-O-L Motor Vehicles	08 CHARGER REGISTRATION	1,074.50
					\$1,074.50
<b>DRIVER &amp; VEHICLE SERVICES</b>					
		E 101-41400-221	Vehicle Repair & Maintenance	TABS	16.00
		E 101-43100-221	Vehicle Repair & Maintenance	TABS	96.00
		E 101-45200-221	Vehicle Repair & Maintenance	TABS	64.00
		E 101-49200-441	Miscellaneous	TABS	16.00
		E 601-49440-221	Vehicle Repair & Maintenance	TABS	32.00
		E 602-49490-221	Vehicle Repair & Maintenance	TABS	32.00
					\$256.00
<b>EAGLE GARAGE DOOR CO.</b>					
12/09/2011	3250	E 101-43100-401	Repairs/Maint Buildings	REPLACED CAPACITOR	28.25
12/09/2011	3250	E 101-45200-401	Repairs/Maint Buildings	REPLACED CAPACITOR	28.25
12/09/2011	3250	E 601-49440-401	Repairs/Maint Buildings	REPLACED CAPACITOR	28.25
12/09/2011	3250	E 602-49490-401	Repairs/Maint Buildings	REPLACED CAPACITOR	28.25
					\$113.00
<b>ECM PUBLISHERS, INC.</b>					
12/31/2011	IQ001793266	E 101-41910-352	General Notices and Pub Info	CHARTER COMMISSION	40.00
					\$40.00
<b>ENVENTIS</b>					
01/01/2012	737705.0112	E 101-41940-321	Telephone	CHARGES THROUGH 1/31/12	221.09
01/01/2012	737705.0112	E 101-42110-321	Telephone	CHARGES THROUGH 1/31/12	257.94
01/01/2012	737705.0112	E 101-42210-321	Telephone	CHARGES THROUGH 1/31/12	36.85
01/01/2012	737705.0112	E 101-43100-321	Telephone	CHARGES THROUGH 1/31/12	36.85
01/01/2012	737705.0112	E 101-45200-321	Telephone	CHARGES THROUGH 1/31/12	36.85
01/01/2012	737705.0112	E 601-49440-321	Telephone	CHARGES THROUGH 1/31/12	36.85
01/01/2012	737705.0112	E 602-49490-321	Telephone	CHARGES THROUGH 1/31/12	36.85
01/01/2012	737705.0112	E 609-49750-321	Telephone	CHARGES THROUGH 1/31/12	73.70

					\$736.98
<b>FREEDOM SERVICES, INC.-FD</b>					
01/19/2012	10231	G 101-21706	Flex Account	FEBRUARY FLEX	692.06
01/19/2012	10231	G 101-21708	Health Premium	FEBRUARY FLEX	1,709.16
					<u>\$2,401.22</u>
<b>FREEDOM SERVICES, INC-MA</b>					
01/09/2012	10232	E 101-41540-301	Auditing and Acct g Services	FEBRUARY 2012	100.40
					<u>\$100.40</u>
<b>G&amp;K SERVICES, INC</b>					
01/06/2012	1043884807	E 101-43100-402	Janitorial Service	TOWELS	14.21
01/06/2012	1043884807	E 101-45200-402	Janitorial Service	TOWELS	14.21
01/06/2012	1043884807	E 601-49440-402	Janitorial Service	TOWELS	14.21
01/06/2012	1043884807	E 602-49490-402	Janitorial Service	TOWELS	14.22
					<u>\$56.85</u>
<b>GOLD STAR AMUSEMENT</b>					
01/10/2012	011012	E 230-49990-441	Miscellaneous	PIONEER DAYS	2,000.00
					<u>\$2,000.00</u>
<b>GOPHER STATE ONE-CALL</b>					
12/31/2011	29212	E 601-49440-442	Gopher State	EMAIL	3.63
12/31/2011	29212	E 602-49490-442	Gopher State	EMAIL	3.62
					<u>\$7.25</u>
<b>GRANITE CITY JOBBING CO.</b>					
01/03/2012	707209	E 609-49750-210	Operating Supplies	OPERATING	74.22
01/03/2012	707209	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
01/03/2012	707209	E 609-49751-256	Tobacco Products For Resale	TOBACCO	325.07
					<u>\$403.54</u>
<b>HACH COMPANY</b>					
12/29/2011	7561669	E 601-49440-235	Lab Supplies	REPAIR	151.23
12/29/2011	7561669	E 602-49490-235	Lab Supplies	REPAIR	151.23
01/04/2012	7566477	E 601-49440-235	Lab Supplies	CHEMICALS	202.17
01/04/2012	7566477	E 602-49490-235	Lab Supplies	CHEMICALS	202.17
					<u>\$706.80</u>
<b>INNOVATIVE OFFICE SOLUTIONS, L</b>					
12/23/2011	WO-10909911-1	E 101-43100-217	Other Operating Supplies	SUPPLIES	3.81
12/23/2011	WO-10909911-1	E 601-49440-217	Other Operating Supplies	SUPPLIES	3.81
12/23/2011	WO-10909911-1	E 602-49490-217	Other Operating Supplies	SUPPLIES	3.81
12/27/2011	WO-10910476-1	E 101-41400-200	Office Supplies	SUPPLIES	18.60
12/27/2011	WO-10910476-1	E 101-42400-200	Office Supplies	SUPPLIES	13.04
12/27/2011	WO-10910654-1	E 101-41400-200	Office Supplies	SUPPLIES	19.24
12/29/2011	WO-10912578-1	E 101-42400-200	Office Supplies	SUPPLIES	14.66
12/29/2011	WO-10912578-1	E 101-45200-217	Other Operating Supplies	SUPPLIES	3.81
12/30/2011	WO-10913230-1	E 101-43100-217	Other Operating Supplies	SUPPLIES	8.88
12/30/2011	WO-10913230-1	E 101-45200-217	Other Operating Supplies	SUPPLIES	8.88
12/30/2011	WO-10913230-1	E 601-49440-217	Other Operating Supplies	SUPPLIES	8.88
12/30/2011	WO-10913230-1	E 602-49490-217	Other Operating Supplies	SUPPLIES	8.87
01/10/2012	WO-10921331-1	E 101-41110-441	Miscellaneous	MOUSE FOR BROWN	15.71

					\$132.00
<b>JOHNSON BROS WHLSE LIQUOR</b>					
01/04/2012	1209306	E 609-49751-206	Freight and Fuel Charges	LIQUOR	4.41
01/04/2012	1209306	E 609-49751-251	Liquor For Resale	LIQUOR	302.94
01/04/2012	1209307	E 609-49751-206	Freight and Fuel Charges	WINE	80.85
01/04/2012	1209307	E 609-49751-253	Wine For Resale	WINE	2,279.75
					\$2,667.95
<b>MCDONALD DIST CO.</b>					
01/05/2012	291251	E 609-49751-206	Freight and Fuel Charges	BEER	3.00
01/05/2012	291251	E 609-49751-252	Beer For Resale	BEER	7,152.05
01/05/2012	291252	E 609-49751-254	Miscellaneous Merchandise	MISC	68.00
01/05/2012	291252	E 609-49751-255	N/A Products	N/A	16.75
					\$7,239.80
<b>MEDTOX LABORATORIES, INC.</b>					
12/31/2011	12201195907	E 101-43100-441	Miscellaneous	MED TESTING	26.16
12/31/2011	12201195907	E 101-45200-441	Miscellaneous	MED TESTING	26.16
12/31/2011	12201195907	E 601-49440-441	Miscellaneous	MED TESTING	26.16
12/31/2011	12201195907	E 602-49490-441	Miscellaneous	MED TESTING	26.17
					\$104.65
<b>METRO CITIES - AMM</b>					
01/03/2012	478	E 101-41400-433	Dues and Subscriptions	2012 DUES	3,083.00
					\$3,083.00
<b>MN DEPT OF HEALTH</b>					
01/10/2012	761590.0112	E 602-49490-434	Permit Fees	MONITOR WELL #8	50.00
					\$50.00
<b>MN GFOA</b>					
		E 101-41500-433	Dues and Subscriptions	2012 DUES	60.00
					\$60.00
<b>M-R SIGN COMPANY, INC.</b>					
12/28/2011	170021	E 101-43100-226	Sign Repair Materials	DISABLED PARKING	38.30
					\$38.30
<b>NORTH METRO TREE SERVICE INC.</b>					
01/02/2012	010212	E 101-43100-311	Contract	TRIM AND REMOVE TREES	3,833.61
01/02/2012	010212	E 101-45200-311	Contract	TRIM AND REMOVE TREES	681.33
					\$4,514.94
<b>NORTHERN LIGHTER PYROTECHNICS,</b>					
01/10/2012	011012	E 230-49990-441	Miscellaneous	PIONEER DAYS	2,000.00
					\$2,000.00
<b>NORTHLAND TRUST SERVICES, INC.</b>					
12/29/2011	STFR06A.0112	E 601-47000-611	Bond Interest	DEBT PAYMENT 2006A	19,782.00
12/29/2011	STFR06A.0112	E 601-47000-620	Fiscal Agent s Fees	DEBT PAYMENT 2006A	191.25
12/29/2011	STFR06A.0112	E 602-47000-611	Bond Interest	DEBT PAYMENT 2006A	24,178.00
12/29/2011	STFR06A.0112	E 602-47000-620	Fiscal Agent s Fees	DEBT PAYMENT 2006A	233.75
12/29/2011	STFR06A.0112	G 601-23000	Bonds Payable - Current	DEBT PAYMENT 2006A	112,500.00
12/29/2011	STFR06A.0112	G 602-23000	Bonds Payable - Current	DEBT PAYMENT 2006A	137,500.00
12/29/2011	STFR07A.0112	E 311-47000-601	Debt Srv Bond Principal	DEBT PAYMENT 2007A	65,000.00

12/29/2011	STFR07A.0112	E 311-47000-611	Bond Interest	DEBT PAYMENT 2007A	19,541.25
12/29/2011	STFR07A.0112	E 311-47000-620	Fiscal Agent s Fees	DEBT PAYMENT 2007A	425.00
12/29/2011	STFR07A.0112	E 601-47000-611	Bond Interest	DEBT PAYMENT 2007A	26,522.44
12/29/2011	STFR07A.0112	E 602-47000-611	Bond Interest	DEBT PAYMENT 2007A	32,416.31
12/29/2011	STFR07A.0112	G 601-23000	Bonds Payable - Current	DEBT PAYMENT 2007A	54,000.00
12/29/2011	STFR07A.0112	G 602-23000	Bonds Payable - Current	DEBT PAYMENT 2007A	66,000.00
12/29/2011	STFR10A30112	E 602-47000-611	Bond Interest	DEBT PAYMENT 2010	22,465.63
12/29/2011	STFR10A30112	G 602-23000	Bonds Payable - Current	DEBT PAYMENT 2010	30,000.00
					\$610,755.63

**NORTHWEST ASSOC. CONSULTANTS**

01/04/2012	20085	E 101-41910-311	Contract	TECH ASSIST CITY PROJECTS	4,981.15
					\$4,981.15

**OREILLY AUTO PARTS**

12/06/2011	1539-113894	E 101-42210-221	Vehicle Repair & Maintenance	PARTS	58.82
12/06/2011	1539-116851	E 101-42210-221	Vehicle Repair & Maintenance	PARTS	42.81
12/28/2011	1539-115828	E 101-43100-217	Other Operating Supplies	PARTS	5.65
					\$107.28

**PACE ANALYTICAL SERVICES**

12/28/2011	VM122514	E 602-49490-313	Sample Testing	CHEMICALS	90.00
					\$90.00

**PHILLIPS WINE & SPIRITS CO.**

01/04/2012	2179198	E 609-49751-206	Freight and Fuel Charges	WINE	23.52
01/04/2012	2179198	E 609-49751-253	Wine For Resale	WINE	711.85
04/01/2012	2179197	E 609-49751-206	Freight and Fuel Charges	LIQUOR	7.72
04/01/2012	2179197	E 609-49751-251	Liquor For Resale	LIQUOR	750.49
					\$1,493.58

**POSTMASTER - ST. FRANCIS**

		E 101-41400-322	Postage	NEWSLETTER POSTAGE	223.14
		E 101-43100-441	Miscellaneous	NEWSLETTER POSTAGE	11.30
		E 101-43210-441	Miscellaneous	NEWSLETTER POSTAGE	200.55
		E 101-45200-441	Miscellaneous	NEWSLETTER POSTAGE	79.09
		E 601-49440-441	Miscellaneous	NEWSLETTER POSTAGE	39.54
		E 602-49490-441	Miscellaneous	NEWSLETTER POSTAGE	11.30
					\$564.92

**PREMIUM WATERS, INC.**

12/31/2011	453056-12-11	E 101-42110-311	Contract	SERVICE JANUARY	19.24
					\$19.24

**PRINTING UNLIMITED**

01/04/2012	6124	E 101-41400-441	Miscellaneous	NEWSLETTER	169.09
01/04/2012	6124	E 101-41500-441	Miscellaneous	NEWSLETTER	48.30
01/04/2012	6124	E 101-42110-441	Miscellaneous	NEWSLETTER	48.30
01/04/2012	6124	E 101-42210-441	Miscellaneous	NEWSLETTER	24.17
01/04/2012	6124	E 101-43100-441	Miscellaneous	NEWSLETTER	72.46
01/04/2012	6124	E 101-43210-439	Recycling Days	NEWSLETTER	48.30
01/04/2012	6124	E 601-49440-352	General Notices and Pub Info	NEWSLETTER	0.00
01/04/2012	6124	E 601-49440-441	Miscellaneous	NEWSLETTER	48.30
01/04/2012	6124	E 609-49750-441	Miscellaneous	NEWSLETTER	24.16

01/04/2012	6125	E 101-42110-200	Office Supplies	SNOWMOBILE TABS	26.72
01/11/2012	6136	E 101-42400-200	Office Supplies	B INSPECTION SUPPLIES	203.28
					\$713.08
<b>QUILL CORPORATION</b>					
01/06/2012	20735	E 101-42400-200	Office Supplies	B INSPECT SIGN	19.27
					\$19.27
<b>RESCUEPAX LLC</b>					
01/04/2012	100	E 101-42210-208	Training and Instruction	ICE RESCUE TRAINING	500.00
					\$500.00
<b>RJM DISTRIBUTING INC.</b>					
01/02/2012	15835	E 609-49751-252	Beer For Resale	BEER	387.45
					\$387.45
<b>SPRING LAKE PARK FIRE DEPT</b>					
12/20/2011	SIM-0032	E 101-42210-208	Training and Instruction	SIMULATOR USAGE	340.00
					\$340.00
<b>ST. FRANCIS AREA CHAMBER OF</b>					
01/02/2012	295	E 609-49750-433	Dues and Subscriptions	ANNUAL DUES	150.00
					\$150.00
<b>ST. FRANCIS TRUE VALUE HARDWAR</b>					
12/23/2011	20619	E 101-42210-217	Other Operating Supplies	KEYS	13.31
					\$13.31
<b>ST. PAUL STAMP WORKS, INC.</b>					
12/30/2011	243808	E 101-42110-213	Vehicle Oper Supplies	DESK EMBOSSER	52.72
					\$52.72
<b>SUSA</b>					
01/12/2010	011012	E 601-49440-433	Dues and Subscriptions	ANNUAL REGISTRATION-TEICHI	50.00
01/12/2010	011012	E 602-49490-433	Dues and Subscriptions	ANNUAL REGISTRATION-TEICHI	50.00
01/10/2012	011012	E 601-49440-433	Dues and Subscriptions	ANNUAL REGISTRATION-PETER	50.00
01/10/2012	011012	E 602-49490-433	Dues and Subscriptions	ANNUAL REGISTRATION-PETER	50.00
					\$200.00
<b>TURTLE RIDGE TOWNHOMES</b>					
12/02/2011	011012	E 250-49200-444	Refund & Reimbursement	TIF 2ND HALF 2011 PMT	6,915.19
					\$6,915.19
<b>VERIZON WIRELESS</b>					
01/28/2012	2680442987	E 101-43100-321	Telephone	PHONE	52.17
01/28/2012	2680442987	E 101-45200-321	Telephone	PHONE	52.17
01/28/2012	2680442987	E 601-49440-321	Telephone	PHONE	51.56
01/28/2012	2680442987	E 602-49490-321	Telephone	PHONE	51.56
					\$207.46
<b>WIRTZ BEVERAGE MN</b>					
12/31/2011	683033	E 609-49751-206	Freight and Fuel Charges	LIQUOR	81.20
12/31/2011	683033	E 609-49751-251	Liquor For Resale	LIQUOR	7,279.50
12/31/2011	683034	E 609-49751-206	Freight and Fuel Charges	LIQUOR	60.90
12/31/2011	683034	E 609-49751-251	Liquor For Resale	LIQUOR	4,841.50
12/31/2011	850754	E 609-49751-206	Freight and Fuel Charges	CREDIT	(5.80)

12/31/2011	850754	E 609-49751-251	Liquor For Resale	CREDIT	(336.41)
01/05/2012	685395	E 609-49751-206	Freight and Fuel Charges	LIQUOR	1.45
01/05/2012	685395	E 609-49751-251	Liquor For Resale	LIQUOR	50.00
01/05/2012	685779	E 609-49751-206	Freight and Fuel Charges	LIQUOR, WINE	11.60
01/05/2012	685779	E 609-49751-251	Liquor For Resale	LIQUOR	930.46
01/05/2012	685779	E 609-49751-253	Wine For Resale	WINE	107.95
01/05/2012	851096	E 609-49751-206	Freight and Fuel Charges	CREDIT	(4.21)
01/05/2012	851096	E 609-49751-251	Liquor For Resale	CREDIT	(95.70)
					\$12,922.44

\$751,360.23

FUND SUMMARY

101 GENERAL FUND	\$31,770.25
226 PEDERSON PATH FUND	\$2,156.25
230 PIONEER DAYS	\$4,000.00
250 TURTLE RIDGE TIF	\$6,915.19
311 G.O. BONDS - 2007A	\$84,966.25
402 CAPITAL EQUIPMENT	\$52,378.73
601 WATER FUND	\$222,074.80
602 SEWER FUND	\$314,709.75
609 MUNICIPAL LIQUOR FUND	\$32,279.01
803 ESCROW	\$110.00
Total	751,360.23

**APPLICATION AND CERTIFICATE FOR PAYMENT**



To (Owner): City of St. Francis  
 23340 Cree St. NW  
 St. Francis, MN 55070  
 Project: St. Francis Police & Public Works  
 4058 St. Francis Blvd  
 St. Francis, MN 55070

Construction Amcon CM, LLC  
 Manager: 1715 Yankee Doodle Road, Suite 200  
 Eagan, MN 55121  
 Architect: Power Engineers Inc  
 105 East 4th St., Suite 200  
 Northfield, MN 55057

Application #: 2  
 Dated: 12/30/2011  
 Project No: CM234  
 Page: 1 of 2

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

CONTRACTOR: Amcon CM, LLC

BY: *Edward Winkler*  
 DATE: 12/28/11

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

ARCHITECT: Power Engineers Inc.

BY: *William A. Burt*  
 DATE: 1-3-12

OWNER: City of St. Francis

BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

CHANGE ORDER SUMMARY		
Change Order Number	Approval Date	Amount
1	12/28/2011	13,604

TOTAL \$13,604

Thank You

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

The present status of the account for this contract is as follows:

Original Budget Sum:	\$6,274,750
Change Orders To Contract:	\$13,604
Contract Value	<u>\$6,288,354</u>
Total Completed & Stored To Date:	\$544,846
Retention:	\$27,242
Total Earned, Less Retention:	<u>\$517,604</u>
Previous Applications For Payment:	<u>\$267,354</u>
Current Payment Due:	\$250,250
Previously Submitted & Not Paid Applications:	\$0
<b>TOTAL DUE:</b>	<b>\$250,250</b>



**CONTRACT CONTINUATION**

Project: St. Francis Police & Public Works  
St. Francis, MN

Application #: 2  
Dated: 12/30/2011  
Project No: CM 234

#	Cost Code	Description	Subcontractor/Supplier	Original Contract	Changes To Contract	Sum to Date	Total Completed to Date	Retention	Total Earned Less Retention	Previous Requests	Current Payment Due	% Completed	Balance to Finish
1	C-01	Site Grading/Excavating/Demo	North Metro Asphalt & Contract	\$344,942		\$345,657	\$145,939	\$7,297	138,642	\$102,922	\$35,720	42%	\$195,718
2	C-02	Site Utilities	New Look Contracting Inc.	284,500	7,002	291,502	113,702	5,685	108,017	84,431	23,586	39%	177,800
3	C-03	Asphalt Paving	Northland Paving, LLC	448,200	0	448,200	4,500	225	4,275	0	4,275	1%	443,700
4	C-04	Landscaping/Irrigation/Ret. Walls	Noble Nursery, Retail	47,365	0	47,365	0	0	0	0	0	0%	47,365
5	C-05	Concrete & Masonry	Classic Construction of Cedar R	777,989	150	778,138	238,105	11,905	226,200	80,001	146,199	31%	540,033
6	C-06	Precast Concrete	Fabcon Inc	677,907	0	677,907	0	0	0	0	0	0%	677,907
7	C-07	Steel Fabrication (Supply)	Central Minnesota Fabricating	340,330	1,260	341,590	0	0	0	0	0	0%	341,590
8	C-08	Steel Erection	Maxx Steel Erectors	69,900	0	69,900	0	0	0	0	0	0%	69,900
9	C-09	Windows-Fiberglass (Supply)	Shaw Stewart Lumber Co	22,225	0	22,225	0	0	0	0	0	0%	22,225
10	C-10	Carpentry-Gen Construction	Gopher State Contractors Inc	123,310	0	123,310	0	0	0	0	0	0%	123,310
11	C-11	Architectural Woodwork, Cabinet	Southern MN Woodcraft Inc	47,950	0	51,338	0	0	0	0	0	0%	51,338
12	C-12	Flat Roofing	ModDwell Company	400,650	3,388	400,650	0	0	0	0	0	0%	400,650
13	C-13	HM Doors/Hardware (Supply)	Straughan Hardware Inc	96,980	435	97,415	0	0	0	0	0	0%	97,415
14	C-14	Overhead Doors	Overhead Door of the Northland	70,298	0	70,298	0	0	0	0	0	0%	70,298
15	C-15	Specialty Doors - Detention	Stronghold Industries Inc	24,400	0	24,400	0	0	0	0	0	0%	24,400
16	C-16	Glass and Glazing	Hearland Glass	49,080	518	49,578	0	0	0	0	0	0%	49,578
17	C-17	Drywall/Metal Stud Framing	M.Reinert Drywall Inc	83,000	0	83,000	0	0	0	0	0	0%	83,000
18	C-18	Flooring (Carpet and VCT)	Multiple Concept Interior Inc	23,949	0	23,949	0	0	0	0	0	0%	23,949
19	C-19	Ceramic and Quarry Tile	Grazzini Brothers & Company	31,397	0	31,397	0	0	0	0	0	0%	31,397
20	C-20	Painting & Coatings	Steinbrecher Painting	37,200	0	37,200	0	0	0	0	0	0%	37,200
21	C-21	Acoustical Ceiling	Acoustics Associates	26,825	0	26,825	0	0	0	0	0	0%	26,825
22	C-22A	Misc. Specialties	Barley Sales	16,891	0	16,891	0	0	0	0	0	0%	16,891
23	C-22B	Detention	Mid America Business Systems	36,218	0	36,218	0	0	0	0	0	0%	36,218
24	C-22C	Laundry Access, Wash Bay	Construction Supply	13,621	0	13,621	0	0	0	0	0	0%	13,621
25	C-22D	Visual Display	Newline Products Inc	1,103	0	1,103	0	0	0	0	0	0%	1,103
27	C-23	Fabric Covered Storage Struct.	GreyStone Construction Co	114,950	0	114,950	0	0	0	0	0	0%	114,950
28	C-24	Lockers	Olympus Lockers & Storage Pr	17,800	0	17,800	0	0	0	0	0	0%	17,800
29	C-25	Signage	Uncontracted	0	0	0	0	0	0	0	0	0%	0
30	C-26	Mechanical -HVAC, Plumbing, Fir.	St. Cloud Refrigeration	1,084,200	0	1,084,200	8,000	400	7,600	0	7,600	1%	1,076,200
31	C-27	Electrical	Electrical Solutions Inc	693,100	(1,539)	691,561	34,600	1,730	32,870	0	32,870	5%	658,561
32	C-28	Overhead Crane Systems	Alltech Engineering Corp	43,940	0	43,940	0	0	0	0	0	0%	43,940
33	C-29	Fencing/Gates	Uncontracted	0	0	0	0	0	0	0	0	0%	0
34	C-30	Low Voltage Systems	Brothers Fire Protection	223,198	1,675	224,873	0	0	0	0	0	0%	224,873
35	C-31	Window Treatment	Custom Expressions	1,353	0	1,353	0	0	0	0	0	0%	1,353
<b>TOTALS</b>				\$6,274,750	\$13,604	\$6,288,354	\$544,846	\$27,242	517,604	\$267,354	\$250,250	9%	\$5,745,508

1715 Yankee Doodle Road, Suite 200 | Eagan, Minnesota 55121-1698 | Tel: 651.379.9090 | Fax: 651.379.9091  
Email: [custserv@amconconstruction.com](mailto:custserv@amconconstruction.com) | Website: [www.amconconstruction.com](http://www.amconconstruction.com)

# Contract Summaries

# St. Francis Police & Public Works

Contractor	Signed Contract	Insurance Expires	Bond	Original Contract	Change Orders	Current Contract
<b>St. Francis Contractors</b>						
C-01 North Metro Asphalt and Contracting	X	4/15/12	X	344,942	715	345,657
C-02 New Look Contracting, Inc	X	1/9/12	X	284,500	7,002	291,502
C-03 Northland Paving, LLC	X	1/1/12	X	448,200		448,200
C-04 Noble Nursery Retail				47,365		47,365
C-05 Classic Construction of Cedar, MN. Inc.	X	3/1/12	X	777,988	150	778,138
C-06 Fabcon, Inc	X	12/31/11	X	677,907		677,907
C-07 Central Minnesota Fabricating	X	11/1/12	X	340,330	1,260	341,590
C-08 Maxx Steel Erectors	X			69,900		69,900
C-09 Shaw Stewart Lumber Co,				22,225		22,225
C-10 Gopher State Contractors, Inc	X		X	123,310		123,310
C-11 Southern Minnesota Woodcraft, Inc				47,950	3,388	51,338
C-12 McDowall Company	X	4/1/12	X	400,650		400,650
C-13 Straughan Hardware, Inc	X	6/30/12		96,980	435	97,415
C-14 Overhead Door of the Northland	X	10/26/12	X	70,298		70,298
C-15 Stronghold Industries, Inc	X		X	24,400		24,400
C-16 Heartland Glass	X	5/15/12	X	49,060	518	49,578
C-17 M. Reinert Drywall, Inc	X	1/30/12	X	83,000		83,000
C-18 Multiple Concept Interior, Inc	X	1/1/12	X	23,949		23,949
C-19 Grazzini Brothers & Company	X	12/31/11	X	31,397		31,397
C-20 Steinbrecher Painting	X	3/1/12		37,200		37,200
C-21 Acoustics Associates	X	5/1/12		26,825		26,825
C-22A Bartley Sales Company, Inc	X			16,891		16,891
C-22B Mid-America Business Systems and	X	9/1/12	X	36,218		36,218
C-22C Construction Supply, Inc				13,621		13,621
C-22D Newline Products, Inc	X			1,103		1,103
C-23 Greystone Construction Company	X	4/1/12	X	114,950		114,950
C-24 Olympus Lockers & Storage Products, Inc				17,800		17,800
C-25 TBD						
C-26 St. Cloud Refrigeration	X	12/31/11	X	1,084,200		1,084,200
C-27 Electrical Solutions, Inc	X	9/1/12	X	693,100	(1,539)	691,561
C-28 Alltech Engineering Corp	X	7/1/12	X	43,940		43,940
C-29 TBD						
C-30 Brothers Fire Protection	X		X	223,198	1,675	224,873
C-31 Custom Expressions				1,353		1,353
				6,274,750	13,604	6,288,354

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)

**CONTRACTOR:** City of St. Francis  
23340 Cree Street  
St. Francis, MN 55070

**SUBCONTRACTOR:** North Metro Asphalt and Contracting  
1455 165th Ave NE  
Ham Lake, MN 55304

**CONTRACT FOR:**

**PROJECT:** APPLICATION NUMBER: 2  
PERIOD TO: 12/31/11  
PROJECT NOS.:  
CONTRACT DATE: 11/08/11

**VIA CONSTRUCTION MANAGER:**  OWNER  
 CONSTRUCTION MANAGER  
 ARCHITECT  
 CONTRACTOR

**VIA ARCHITECT:**

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$344,942.00
2. Net Change By Change Orders.....		\$0.00
3. CONTRACT SUM TO DATE (Line 1 +2).....		\$ 344,942.00
4. TOTAL COMPLETED & STORED TO DATE.....		\$145,939.47
5. RETAINAGE:		
a. 5% % of Completed Work (Columns D & E on G703)	\$7,298.97	
b. 0% % of Stored Material (Column F on G703)	\$0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$7,298.97	
6. TOTAL EARNED LESS RETAINAGE.....		\$138,842.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$102,922.50
8. CURRENT PAYMENT DUE		\$35,720.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 206,299.50

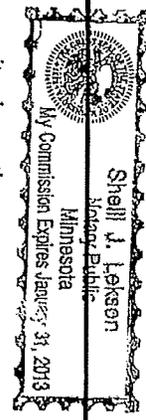
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR:

BY: [Signature] DATE 12-21-11

State of: Minnesota County of: Anoka  
Subscribed and sworn before me this 21 day of Dec 2011  
Notary Public: Shelli J. Leikson  
My Commission Expires: 1/31/2013



## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 35,720.00

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

CONSTRUCTION MGR: [Signature] Date: 12/21/11  
ARCHITECT: [Signature] Date: 1-3-12  
By: [Signature]  
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 12/21/11  
 PERIOD TO: 12/31/11  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+H)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)							
1	Bond	\$6,174.00	\$6,174.00	\$0.00	\$0.00		\$6,174.00	100%	\$0.00	\$308.70
2	Mobilization/Incidentals	\$10,325.00	\$2,581.25	\$0.00	\$0.00		\$2,581.25	25%	\$7,743.75	\$129.06
3	Erosion/Control	\$11,430.00	\$4,000.50	\$0.00	\$0.00		\$4,000.50	35%	\$7,429.50	\$200.03
4	Removals	\$13,675.00	\$0.00	\$4,600.00	\$0.00		\$4,600.00	34%	\$9,075.00	\$230.00
5	Site Grading	\$172,228.00	\$84,391.72	\$0.00	\$0.00		\$84,391.72	.49%	\$87,836.28	\$4,219.59
6	Structural Excavating/Backfill/Floor Prep	\$55,960.00	\$11,192.00	\$33,000.00	\$0.00		\$44,192.00	.79%	\$11,768.00	\$7,209.60
7	Tolerance Paving/ Con Areas	\$17,170.00	\$0.00	\$0.00	\$0.00		\$0.00		\$17,170.00	\$0.00
8	Turn Lane/Ext Concrete/CL5/Prep	\$8,135.00	\$0.00	\$0.00	\$0.00		\$0.00		\$8,135.00	\$0.00
9	Backfill Curb/Finish Grader Top Soil	\$49,845.00	\$0.00	\$0.00	\$0.00		\$0.00		\$49,845.00	\$0.00
10			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
11			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
12			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
13			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
14			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
15			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
17			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
18			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
20			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
21			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
22			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
23			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
24			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
25			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
26			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
27			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
28			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
29			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
30			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
31			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
32			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
34			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
35			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
36			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
37			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
38			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
39			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
40			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
41			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
42			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
43			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
44			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
45			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
46			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
TOTALS		\$344,942.00	\$108,339.47	\$37,600.00	\$0.00	\$0.00	\$145,939.47		\$199,002.53	\$7,296.97

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA® Document G702TM - 1992

PAGE ONE OF

PAGES

TO OWNER: City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55076

PROJECT: St. Francis Police & Public Works Facility

APPLICATION NO: 2

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR: VIA PRIME CONTRACTOR: Amcon Construction  
New Look Contracting, Inc. 1715 Yankee Doodle Rd  
19696 County Road 72 Suite 200  
Elk River, MN 55330 763-241-1596 Main Began, MN 55121  
CONTRACT FOR: St. Francis Police & Public Works Facility

PERIOD TO: December 1st, 2011  
to  
December 31st, 2011  
PROJECT NOS: Proj. 012  
CONTRACT DATE: 11/01/2011

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 284,500.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 284,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 113,702.38
5. RETAINAGE:
  - a. % of Completed Work \$ 5,684.87
  - b. % of Stored Material \$

(Column D + E on G703)  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ 5,685  
5,684.87

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 108,017.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 84,431.00
8. CURRENT PAYMENT DUE \$ 23,586.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 176,482.54

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

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION, AIA © 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents Authenticity from the Licensee.

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 23,586

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

By: William D. B... Date: 12-23-11

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5222

*William D. B...* 12/27/11

Continuation Sheet

AIA DOCUMENT G703

(Instructions on reverse side) Page of Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for time items may apply.

APPLICATION NUMBER: 2  
 APPLICATION DATE: 12/25/2011  
 PERIOD TO: 12/01/2011 to 12/31/2011  
 ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G+C)	BALANCE TO FINISH (C-G)	RETAINAGE %
332200	Well Sealing & Abandonment: Labor	\$2,500.00	\$2,500.00	\$0.00	\$0	\$2,500.00	100%	\$0	\$125,000
332200	Well Sealing & Abandonment: Subcontractor	\$2,500.00	\$2,500.00	\$0.00	\$0	\$2,500.00	100%	\$0	\$125,000
332000	Water Utilities: Material	\$43,000.00	\$43,000.00	\$0.00	\$0	\$43,000.00	100%	\$0	\$2,150,000
332000	Water Utilities: Labor	\$59,500.00	\$37,875.00	\$18,650.00	\$0	\$56,525.00	95%	\$2,975	\$2,826,250
333000	Sanitary Sewage Utilities: Material	\$2,000.00	\$1,000.00	\$0.00	\$0	\$1,000.00	50%	\$1,000	\$50,000
333000	Sanitary Sewage Utilities: Labor	\$3,000.00	\$1,500.00	\$0.00	\$0	\$1,500.00	50%	\$1,500	\$75,000
333000	Sanitary Sewage Utilities: Subcontractor	\$1,000.00	\$500.00	\$0.00	\$0	\$500.00	50%	\$500	\$25,000
330500, 330600, 334000, 334100, 334300, 334600	Storm Sewer Utilities: Material	\$61,000.00	\$0.00	\$0.00	\$0	\$0.00	0%	\$61,000	\$0,000
330500, 330600, 334000, 334100, 334300, 334600	Storm Sewer Utilities: Labor	\$110,000.00	\$0.00	\$0.00	\$0	\$0.00	0%	\$110,000	\$0,000
PK #4 Watermain Stubs	Northwest & Southwest Stubs	\$6,177.33	\$0.00	\$6,177.33	\$0	\$6,177.33	100%	\$0	\$308,617
TOTAL ALL PAGES		\$290,677.33	\$88,875.00	\$24,827.33	\$0.00	\$113,702.33		\$176,975.00	\$5,534.37

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

**PAYMENT APPLICATION**

TO: Amcon Construction  
 1715 Yankee Doodle Road Suite 200  
 Eagan, MN 55121-1616  
 Attn:

PROJECT NAME AND LOCATION: 2012-003 St. Francis Police and Public Works  
 22340 Cree Street NW  
 St. Francis, MN

ARCHITECT: ARCHITECT: ARCHITECT: ARCHITECT: ARCHITECT:

FOR: FROM: Northland Paving, LLC  
 21716 Kenrick Avenue Suite A  
 Lakeville, MN 55044

APPLICATION # 1 Distribution to:  
 PERIOD THRU 12/15/2011 CONTRACTOR   
 PROJECT #s: ARCHITECT   
 DATE OF CONTRACT: 12/05/2011 SUBCONTRACTOR

*JW 6277cm*

**SUBCONTRACTOR'S SUMMARY OF WORK**

Application is made for payment as shown below.  
 Continuation Page is attached.

1. CONTRACT AMOUNT		\$448,200.00	
2. SUM OF ALL CHANGE ORDERS		\$0.00	
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	\$448,200.00	
4. TOTAL COMPLETED AND STORED	(Column G on Continuation Page)	\$4,500.00	
5. RETAINAGE:			
a. 5.00% of Completed Work	(Columns D + E on Continuation Page)	\$225.00	
b. 5.00% of Material Stored	(Column F on Continuation Page)	\$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$225.00	
6. TOTAL COMPLETED AND STORED LESS RETAINAGE	(Line 4 minus Line 5 Total)	\$4,275.00	
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$0.00	
8. PAYMENT DUE		\$4,275.00	
9. BALANCE TO COMPLETION	(Line 3 minus Line 6)	\$443,925.00	

Subcontractor's signature below is his assurance to Contractor, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Subcontractor under the Contract have been used to pay Subcontractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Subcontractor is legally entitled to this payment.

SUBCONTRACTOR: *Northland Paving, LLC* Date: 12/15/2011  
 By: *[Signature]*

State of: Minnesota  
 County of: Dakota

Subscribed and sworn to before me this 15th day of December 2011

Notary Public: *[Signature]*  
 My Commission Expires: 1/31/13

**ARCHITECT'S CERTIFICATION**

Architect's signature below is his assurance to Contractor, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT ..... *\$4,275.00*

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: *[Signature]* Date: 12-3-12

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Subcontractor, and is without prejudice to any rights of Contractor or Subcontractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

*Arthur Winberg* 12/28/11 AIA Document

**CONTINUATION PAGE**

PROJECT: 2012-003 St. Francis Police and Public Works APPLICATION #: 1  
 DATE OF APPLICATION: 12/15/2011  
 PERIOD THRU: 12/15/2011  
 Payment Application containing Sub-Contractor's signature is attached. PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	BOND	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	100%	\$0.00	
2	Parking Lot								
3	Class 5	\$180,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$180,500.00	
4	Asphalt Base	\$122,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$122,500.00	
5	Asphalt Wear	\$116,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$116,200.00	
6	Turn Lane								
7	Class 5	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,500.00	
8	Asphalt Base	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,500.00	
9	Asphalt Wear	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,500.00	
TOTALS		\$448,200.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	1%	\$443,700.00	

# APPLICATION AND CERTIFICATE FOR PAYMENT

2009

TO OWNER: City of St. Francis  
 23340 Cree St SW  
 St. Francis, MN 55070

PROJECT: St. Francis Police & Public Works

APPLICATION NO:

PAGE ONE OF PAGES

FROM: Classic Construction, Inc.  
 18542 Ulysses Street NE  
 East Bethel, MN 55011

PERIOD TO:  
 PROJECT NO:

Distribution to:  
 OWNER

ARCHITECT  
 CONTRACTOR

CONTRACTOR FOR: VIA OWNERS REPRESENTATIVE  
 VIA ARCHITECT:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet A1A Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	777,988.00
2. Net change by Change Orders	\$	150.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	778,138.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	238,105.00
5. RETAINAGE:		
a. % of Completed Work	\$	11,905.25
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	11,905.25
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5, Total)	\$	226,200.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	226,199.75
8. CURRENT PAYMENT DUE	\$	80,001.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	551,938.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$150.00	
<b>TOTALS</b>		\$150.00

ASK DOCUMENT, GUIDE, APPLICATION AND CERTIFICATE FOR PAYMENT 1982 EDITION - A1A, 20-922 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N. KAY YORK AVE., N.W., WASHINGTON, DC 20004-5595

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

CONTRACTOR: Classic Construction Date: 12/20/11

State of: MINN County of: Anoka  
 Subscribed and sworn to before me this 20th day of December, 2011  
 Notary Public: W. A. M. E. M. E. M.  
 My Commission expires: \_\_\_\_\_

## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 246,199.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)  
 OWNERS REPRESENTATIVE:  
 By: Debra Anderson Date: 12/20/11  
 ARCHITECT:  
 By: Michael D. B. B. Date: 1-3-12

OFFICE USE

CONFIRMATION SHEET

AIA Document G-703 - 1982

AIA Department G702, Application for Payment

Application Date  
Application Number  
Period To  
Architects Project Number

12/20/2011

2.00

A Item No.	B Description of Work	C Scheduled Value	D Work completed		F Materials Presently Stored (Net In D or E)	G Total Completed & Stored to Date (D+E+F)	% (G/C)	H Balance To Finish (C-G)	I Retainage 5% (If Variable Rate) 5%
			From Previous (D + E)	This Period					
300044000	Concrete/Masonry	\$ 778,138.00	\$ 84,212.00	\$ 153,883.00	\$ -	\$ 238,145.00	33.00%	\$ 540,023.00	5%
	TOTALS	\$ 778,138.00	\$ 84,212.00	\$ 153,883.00	\$ -	\$ 238,145.00	33.00%	\$ 540,023.00	5%

G703-1982



# AIA Document G702™ - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> AMCON CONSTRUCTION WGMT EAGAN 1715 YANKEE DOODLE ROAD SUITE 200 EAGAN MN 55121-1616	<b>PROJECT:</b> ST FRANCIS PUBLIC WORKS ST FRANCIS, MN	<b>APPLICATION NO:</b> 1	<b>Distribution to:</b>
<b>FROM CONTRACTOR:</b> SCR, INC. - ST. CLOUD 604 LINCOLN AVE NE ST CLOUD, MN 56304	<b>VIA ARCHITECT:</b> AMCON CONSTRUCTION WGMT EAGAN 1715 YANKEE DOODLE ROAD SUITE 200 EAGAN MN 55121-1616	<b>PERIOD TO:</b> 12/25/11	<input type="checkbox"/> OWNER
		<b>CONTRACT FOR NEW FACILITY</b>	<input type="checkbox"/> ARCHITECT
		<b>CONTRACT DATE:</b> 11/28/11	<input type="checkbox"/> CONTRACTOR
		<b>PROJECT NOS:</b> / /	<input type="checkbox"/> FIELD
			<input type="checkbox"/> OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 1,084,200.00
  2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
  3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 1,084,200.00
  4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 8,000.00
  5. RETAINAGE:
    - a. 5.00% of Completed Work  
(Columns D + E on G703) ..... \$ 400.00
    - b. 5.00% of Stored Material  
(Column F on G703) ..... \$ .00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 400.00
6. TOTAL EARNED LESS RETAINAGE ..... \$ 7,600.00  
(Line 4 minus Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ .00  
(Line 6 from prior Certificate)
  8. CURRENT PAYMENT DUE ..... \$ 7,600.00
  9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) ..... \$ 1,076,600.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ .00	\$ .00
Total approved this month	\$ .00	\$ .00
<b>TOTAL</b>	\$ .00	\$ .00
NET CHANGES by Change Order	\$ .00	\$ .00

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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

**CONTRACTOR:**  
By: Wally Wald Date: 12/31/11  
State of: MN

County of: Stearns  
Subscribed and sworn to before me this 23rd day of December  
Notary Public: Nancy Ann Sand  
My commission expires 1/31/15

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 7,600.00

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

**ARCHITECT:**  
By: Mildred D. Brist Date: 1-3-12  
This Certificate is non-negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Wally Wald

12/31/11

STP-1022



# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser, Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 12/23/11  
 PERIOD TO: 12/25/11  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
TOTAL	MATERIALS/EQUIPMENT	2067,000	0	0	0	0	2067,000	0
200	LABOR	122,000	0	0	0	0	122,000	0
300	SUBCONTRACTOR	724,000	0	0	0	0	724,000	0
400	PERMIT	8,000	0	8,000	0	8,000	0	400
500	MISCELLANEOUS	24,200	0	0	0	0	24,200	0
GRAND TOTAL		1,084,200	0	8,000	0	8,000	1,076,200	400

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# APPLICATION FOR PAYMENT

Construction Manager Version

CAP702  
Page: 1 of 2

**TO:**  
Amcon  
1715 Yankee Doodle Road  
Suite 200  
Eagan, MN 55121

**PROJECT:**  
ELE111-09625  
City of St Francis-Police & Public  
23340 Cree Street  
St Francis, MN 55070

**FROM CONTRACTOR:**  
Electrical Solutions Inc  
702 9th Avenue South  
Sauk Rapids, MN 56379

**VIA ARCHITECT:**  
Professional Design Group  
105 East 4th Street  
P.O. Box 641  
Northfield, MN 55057-2047

CONTRACT FOR: Electrical Work

Via Construction Manager Todd Christopherson

Application No.:	Application Date:	Period To:	Contract Date:
1	DEC 20, 2011	DEC 31, 2011	NOV 7, 2011
Project Nos:			
Distribution List:	<input type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

## Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

- Original Contract Amount: \$ 693,100.00
- Net of Change Orders: \$ ~~4,004.00~~ < 15397
- Net Amount of Contract: \$ ~~694,104.00~~ 691,561
- Total Completed & Stored to Date: \$ 34,600.00
- Retainage Summary:
  - % of Completed Work \$ 1,730.00
  - % of Stored Material \$ 0.00
 Total Retainage: \$ 1,730.00
- Total Completed Less Retainage: \$ 32,870.00
- Less Previous Applications: \$ 0.00
- Current Payment Due, This Application: \$ 32,870.00
- Contract Balance (Including Retainage): \$ 661,234.00

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	1,004.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	1,004.00	0.00
NET of Change Orders:	1,004.00	

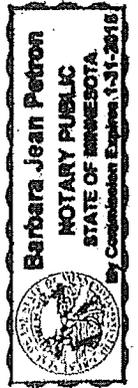
*M.D. Davis*  
 Software by: PEN Software Systems, Inc. 1-800-803-1315 Copyright © 2007

## CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) *[Signature]*  
 Electrical Solutions Inc  
 Date: DEC 20, 2011  
 State Authorized: Minnesota  
 County of: Benton

Subscribed and sworn to before me this 20th day of December  
 Notary Public *[Signature]*  
 My Commission expires: 12-15



## CONSTRUCTION MANAGER'S & ARCHITECT'S CERTIFICATION:

The Construction Manager's & Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Construction Manager & Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED:

*[Signature]* Construction Manager (Signature) Date: 12/26/11  
*[Signature]* Architect (Signature) Date: 1-3-12

# APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:

Electrical Solutions Inc  
702 9th Avenue South  
Sauk Rapids, MN 56379

To:

Amcon  
1715 Yankee Doodle Road  
Suite 200  
Eagan, MN 55121

Project:

ELE111-09625  
City of St Francis-Police & Public  
23340 Cree Street  
St Francis, MN 55070

Application No: 1

Application Date: 12/20/2011  
Period To: 12/31/2011  
Contract Date: 11/07/2011  
Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
1	Mobilization/Bonding	34,600.00	0.00	34,600.00	0.00	34,600.00	0.00	1,730.00
2	Generator	260,000.00	0.00	0.00	0.00	0.00	260,000.00	0.00
3	Material	173,500.00	0.00	0.00	0.00	0.00	173,500.00	0.00
4	Labor	225,000.00	0.00	0.00	0.00	0.00	225,000.00	0.00
5	C-27-1 Modify Electrical PR002	1,004.00	0.00	0.00	0.00	0.00	1,004.00	0.00
		694,104.00	0.00	34,600.00	0.00	34,600.00	659,504.00	1,730.00

ELECTRICAL SOLUTIONS, INC.  
 702 9TH AVENUE S  
 SAUK RAPIDS, MN 56379  
 Office: (320) 258-5204  
 Fax: (320) 230-2790  
 Cell: (320) 250-1023



Invoice No.	6921
Page	1

B I L L T O	AMCON CONSTRUCTION 1715 YANKEE DOODLE ROAD SUITE 200 EAGAN MN 55121-1616	S I T E	CITY OF ST FRANCIS PUBLIC WORK 23340 CREE STREET ST FRANCIS MN 55070
----------------------------	---	------------------	--

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
12/20/11	6921	AMC001	UPON RECEIPT	

Ticket #	Qty	Unit Meas	Description	Unit Price	Extended Price
W/O # - B11220006					
PER WRITTEN CONTRACT					
ORIGINAL CONTRACT AMOUNT: \$693,100.00					
CHANGE ORDER #C27-1 \$1,004.00					
REVISED CONTRACT AMOUNT \$694,104.00					
PROGRESS BILL #1					
B11220006			LABOR AND MATERIALS		34,600.00
				Gross	
				34,600.00	
				Tax	
				.00	
				Net Amount	
					34,600.00

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

**RESOLUTION 2012-02**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE  
CITY OF ST. FRANCIS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of St. Francis on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of St. Francis on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Chief of Police, Jeffrey J. Harapat, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the City Administrator is appointed as the Authorized Representative's designee.

3. That the City Attorney, Scott Lepak, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the City Administrator is appointed as the Authorized Representative's designee.

4. That Jerry Tveit, the Mayor for the City of St. Francis, and Barb Held, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the St. Francis City Council on this \_\_\_\_\_ day of January, 2012.

CITY OF ST. FRANCIS

ATTEST:

\_\_\_\_\_  
By: Jerry Tveit, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and City of St. Francis on behalf of its Police Department ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at [www.dps.state.mn.us/cjdn/](http://www.dps.state.mn.us/cjdn/).

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

### **3 Payment**

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Two Hundred Seventy Dollars (\$270.00) or a total annual cost of One Thousand Eighty Dollars (\$1,080.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Jeffrey Harapat, Chief, 3740 Bridge Street NW, St. Francis, MN 55070-0160, (763) 753-1264, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report

the status of the Individual User's access to BCA without delay.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

**12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

CFMS Contract No. A- \_\_\_\_\_

**2. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**TO:** City Administrator/City Council  
**FROM:** Dean Kapler, Fire Chief  
**SUBJECT:** **Update on the Joint Fire Study Group**  
**DATE:** January 17, 2012

The Study Group met January 5<sup>th</sup>. Guests included Nyle Zikmund of SBM Fire (Spring Lake Park, Blaine, Mounds View) and Scott Crandall of West Metro Fire (Crystal and New Hope). Both Chiefs gave a presentation on their respective fire districts and answered questions after. Group also discussed the demographics of each community and cost share models of different fire districts. Secretary was directed to incorporate communities' data into 2 different cost share models and bring back in February for discussion.