

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

**FEBRUARY 6, 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 17, 2012
  - b. Pay Estimate No. 3 from Amcon Construction Management for Maxx Steel, South MN Woodcraft, Brothers Fire Protection, Fabcon, Inc., Central MN Fabricating, Inc., and Steinbrecher Painting, Inc.
  - c. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
  - a. Amcon – Public Works/Police Facility: Awarding the Fencing & Gates Contract (c-29) to Midwest Fence
7. Ordinances & Resolutions:
  - a. Resolution 2012-03: Administration of the Minnesota Wetland Conservation Act
  - b. Resolution 2012-04: Charter Commission Recommendation to Enact Charter Amendments by Ordinance
  - c. Resolution 2012-05: Proclamation declaring February 7-14, 2012 as “Congenital Heart Defect Awareness Week”
8. Reports of Consultants & Staff Members
  - a. Engineer:
  - b. Attorney:
  - c. Staff:
    - Fire Dept.: Joint Fire Study Update
    - Public Works:
    - Liquor Store:
    - Police:
    - City Administrator: Land Lease  
Local Government Innovation Report
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
  - a. Efficiency Report Card-
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. Hylan, *Matt* *BL*  
City Administrator

RE: Agenda Memorandum – February 6, 2012 Meeting

**Agenda Items:**

**4. Consent Agenda:**

- c. *Amcon Construction Management Pay Estimate #3:* Attached is Pay Estimate #3 for the Police/Public Works Facility in the amount of \$891,163 after the proper retainage has been withheld.

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

- a. *Amcon: Fence Contract:* Attached is a recommendation to award the Fencing & Gate contract to Midwest Fence in the amount of \$127,730.

**7. Ordinances & Resolutions:**

- a. *Resolution 2012-03:* Enclosed is Resolution 2012-03 which accepts the authority and administrative responsibility to implement the Wetland Conservation Act (WCA) within the boundaries of the City. A cover letter is also attached from City Engineer Jared Voge. A motion would be in order to approve Resolution 2012-03.
- b. *Resolution 2012-04:* Enclosed is Resolution 2012-04 which calls for a Public Hearing to consider Home Rule Charter amendments as recommended by the Charter Commission. Note: these changes are essentially the same changes as recommended last year and were voted down by one vote last summer (unanimous vote is required for Charter Amendments). A motion would be in order to approve Resolution 2012-04.
- c. *Proclamation:* Attached is a Proclamation declaring February 7-14, 2012 as "Congenital Heart Defect Awareness Week".

**8. Reports:**

- a. **Engineer:**
- b. **City Attorney:**
- c. **Staff:**

**Fire:** *Joint Fire Study Update:* Mayor Tveit and I will be attending the meeting on February 2, 2012 and will give a verbal report at the meeting.

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator:** *Land Lease:* Attached is a copy of our current agricultural land lease for the land the City owns in Isanti County, the previous ad and bid requirements. This was a three year lease that is soon to be expired. I anticipate Council authorization to proceed through advertising to seek possible tenants. Additionally, I would like the Council to consider leasing the land located at the Southeast corner of Roanoke and 241<sup>st</sup> Avenue NW, commonly referred to as "the 40 acres" they City owns. Attached is an Ariel map of the land the City owns with an estimated 26 acres of tillable land for rental.

*Local Government Innovation Report:* A copy of this report titled “Focus on Outcomes: Redesigning Minnesota’s Local Government Services” was previously provided to you in an Off Week Memo. This report is the result of a joint cooperation between the organizations of the Association of MN Counties, League of MN Cities and MN School Boards Association. Six forums were held throughout the State to gather information on how jurisdictions can find new ways to provide public services within the financial realities.

**11. Old Business**

**12. New Business:**

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

CITY COUNCIL MINUTES

TUESDAY, JANUARY 17, 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, Tim Brown, Steve Kane and Chris McClish. Jeff Sandoval excused. Also present were City Engineer Jared Voge (Bolton & Menk, Inc.), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, City Administrator Matt Hylen, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY KANE SECOND McCLISH TO ADOPT THE JANUARY 17, 2012 CITY COUNCIL AGENDA. Motion carried 4-0.
4. **Consent Agenda:** MOTION BY BROWN SECOND McCLISH TO APPROVE THE JANUARY 17, 2012, CITY COUNCIL CONSENT AGENDA-D AS FOLLOWS:
  - a. Approve the City Council Minutes of January 3, 2012
  - b. Receive and File the Economic Development Authority Meeting Minutes of November 7, 2011.
  - c. Approved Pay Estimate No. 2 from Amcon Construction Management for North Metro Asphalt and Contracting \$35,720; New Look Contracting Inc. \$23,586; Northland Paving, LLC \$4,275; Classic Construction \$146,199; SCR, Inc \$7,600; and Electrical Solutions \$32,870.
  - d. Approve the Payment of Claims Check No. 63035-63112 for \$1,031,152.88.Motion carried 4-0.
5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:** None.
7. **Ordinances & Resolution:**
  - 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 Department:** MOTION BY KANE SECOND BROWN TO ADOPT RESOLUTION 2012-02 A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ST. FRANCIS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT. Motion carried 4-0.
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:** In the absence of the City Attorney Scott Lepak, City Administrator Matt Hylen asked the City Council to go into Close Session to discuss Labor Negotiation strategy pursuant to MN State Statute 13D.03. MOTION BY BROWN 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 4-0. The City Council was back in session at 6:21 pm. Hylen reported the City Council gave direction to staff to continue negotiations.

**c. Staff: Fire Department: Update on the Joint Fire Study Group:** Hylen referenced Fire Chief Dean Kapler's report. The Study Group met on January 5, 2012. Invited to speak to the group were Chief Zikmund of SBM (Spring Lake Park, Blaine and Mounds View) and Chief Crandall of West Metro Fire (Crystal and New Hope). Both Chiefs gave a presentation on their respective fire districts and answered questions from the Study Group. Another topic of discussion was the demographics of each community and cost share models of different fire districts. More regarding the demographics and cost share models will be discussed at the February meeting. Hylen stated the group asked good questions to both organizations. West Metro Fire is currently going through some struggles with their cooperation. One thing they stressed was make it difficult to dissolve. They both said there definitely are benefits in the joint-cooperation. The SBM Fire Department runs as a non-profit organization.

**Public Works:**

**Liquor Store:**

**Police Dept:**

**City Administrator Report:** Last week I received, an email regarding the Local Government Innovation Forums that I attended. The report should be completed soon in regards to the ideas generated from the forums.

9. **Reports from Council Members:** McClish reported he received a call and an email about another accident at Hwy 47 and Pederson Drive. This resident was very impressed with the police department's response time.

10. **Report from Mayor:** The 2012 Mayor's Snowmobile Trail Ride has been re-scheduled to February 11, 2012. However, they are still going to be holding the Vintage Snowmobile Show on January 21, 2012. I started to run on Pederson Path and found out that St. Francis has a running club; they meet every Saturday morning at Bridge Street Coffee.

A resident called him about a car/deer accident and was not happy with the response time from the police department. Tveit said I am not sure this was even in our City, whether it was Anoka or Isanti County dispatch that took the call.

I also received a call from a parent about the intersection of Highway 47/Pederson Drive and the recent accident. Kane asked what ever happened to school patrols. Chief Harapat said the school district does have some students helping in certain areas. Highway 47 is a tough intersection for crosswalk patrol because of it being a four-lane highway. Kane said I would still like to go as a group to the Capital to address our State Representatives on this intersection.

11. **Old Business:** Kane said we have and continue to talk about the budget. Kane reported the City Council Pay Salary survey was provided to the City Council in an off week memorandum. Kane stated he would like to discuss it further. I am not doing this for me it is for future councils. I understand that nothing could go into effect until after the next municipal election. Tveit said I am not sure I would vote for it. Kane said he is not in it for the money too. Brown said right now I do not think is a good time. McClish said we are making cuts and giving ourselves a raise may not be the right time.

12. **New Business:**

a. **Efficiency Report Card-Liquor Store:** Liquor Store Manager John Schmidt reported on the cost savings of the energy efficient bulbs in the store. The new bulbs decreased the energy output by 9% from last year. Goals for 2012 are; trying to utilize our reader boards more; placing ads in various local papers for our big events (Ex. Black Friday and March Madness), and getting our website for the Liquor Store out there more. The last item is I would like to create a Facebook account for the Store.

Kane stated the last two Wine Club events have been on council meeting nights. Schmidt stated he would work on eliminated the scheduling conflicts.

13. **Adjournment:** The City Council adjourned the meeting at 6:50 pm.

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Barbara I. Held, City Clerk

**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 #: 3  
 Dated: 1/31/2012  
 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 from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Amcon CM, LLC

BY: *Adam Winkler*  
 DATE: 1/31/12

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: *Mike D. Smith*  
 DATE: \_\_\_\_\_

OWNER: City of St. Francis  
 BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**CHANGE ORDER SUMMARY**

Change Order Number	Approval Date	Amount
1	1/31/2012	3,428

TOTAL \$3,428

**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:	\$6,402,480
Change Orders To Contract:	\$3,428
Contract Value	<u>\$6,405,908</u>
Total Completed & Stored To Date:	\$1,482,913
Retention:	\$74,146
Total Earned, Less Retention:	<u>\$1,408,767</u>
Previous Applications For Payment:	<u>\$517,604</u>
Current Payment Due:	\$891,163
Previously Submitted & Not Paid Applications:	\$0
<b>TOTAL DUE:</b>	<b>\$891,163</b>



**CONTRACT CONTINUATION**

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

Application #: 3  
Dated: 1/31/2012  
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	\$715	\$345,657	\$145,939	\$7,297	\$138,642	\$138,642	\$0	42%	\$199,718
2 C-02	Site Utilities	New Look Contracting Inc.	284,500	7,333	291,833	113,702	5,685	108,017	108,017	0	39%	178,131
3 C-03	Asphalt Paving	Northland Paving, LLC	448,200	275	448,475	4,500	225	4,275	4,275	0	1%	443,975
4 C-04	Landscaping/Irrigation/Ret. Walls	Noble Nursery Retail	47,365	(1,500)	45,865	0	0	0	0	0	0%	45,865
5 C-05	Concrete & Masonry	Classic Construction of Cedar R	777,988	(250)	777,738	238,105	11,905	226,200	226,200	0	31%	539,633
6 C-06	Precast Concrete	Fabcon Inc	677,907	0	677,907	644,012	32,201	611,811	0	611,811	95%	33,895
7 C-07	Steel Fabrication (Supply)	Central Minnesota Fabricating	340,330	760	341,090	250,560	12,528	238,032	0	238,032	73%	90,530
8 C-08	Steel Erection	Maxx Steel Erectors	69,900	0	69,900	31,445	1,572	29,873	0	29,873	45%	38,455
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	3,388	51,338	3,040	152	2,888	0	2,888	6%	48,298
12 C-12	Flat Roofing	McDowall Company	400,650	0	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 Northanc	70,298	(2,131)	68,167	0	0	0	0	0	0%	68,167
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	Hearthand Glass	49,060	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	750	38	712	0	712	2%	36,450
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	Bartles Sales Company Inc	16,891	0	16,891	0	0	0	0	0	0%	16,891
23 C-22B	Detention	Mid America Business Systems	36,218	(13,257)	22,961	0	0	0	0	0	0%	22,961
24 C-22C	Laundry Access, Wash Bay	Construction Supply Inc	13,621	(21)	13,600	0	0	0	0	0	0%	13,600
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	7,230	1,091,430	8,000	400	7,600	7,600	0	1%	1,083,430
31 C-27	Electrical	Electrical Solutions Inc	693,100	(1,742)	691,358	34,600	1,730	32,870	32,870	0	5%	656,758
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	Midwest Fence	127,730	0	127,730	0	0	0	0	0	0%	127,730
34 C-30	Low Voltage Systems	Brothers Fire Protection	223,188	1,675	224,873	8,260	413	7,847	0	7,847	4%	216,613
35 C-31	Window Treatment	Custom Expressions	1,353	0	1,353	0	0	0	0	0	0%	1,353
<b>TOTALS</b>			<b>\$6,402,480</b>	<b>\$3,428</b>	<b>\$6,405,908</b>	<b>\$1,482,913</b>	<b>\$74,146</b>	<b>1,408,757</b>	<b>\$517,604</b>	<b>\$891,163</b>	<b>23%</b>	<b>\$4,922,995</b>

# 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	7,333	291,833
C-03 Northland Paving, LLC	X	1/1/12	X	448,200	275	448,475
C-04 Noble Nursery Retail				47,365	(1,500)	45,865
C-05 Classic Construction of Cedar, MN. Inc.	X	3/1/12	X	777,988	(250)	777,738
C-06 Fabcon, Inc	X	12/31/12	X	677,907		677,907
C-07 Central Minnesota Fabricating	X	11/1/12	X	340,330	760	341,090
C-08 Maxx Steel Erectors	X		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			X	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	(2,131)	68,167
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	X	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	(13,257)	22,961
C-22C Construction Supply, Inc				13,621	(21)	13,600
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	7,230	1,091,430
C-27 Electrical Solutions, Inc	X	9/1/12	X	693,100	(1,742)	691,358
C-28 Alltech Engineering Corp	X	7/1/12	X	43,940		43,940
C-29 Midwest Fence				127,730		127,730
C-30 Brothers Fire Protection	X		X	223,198	1,675	224,873
C-31 Custom Expressions				1,353		1,353
				6,402,480	3,428	6,405,908

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:

City of St. Francis  
22340 Cree Street Northwest  
St. Francis, MN 55070

PROJECT:

City Of St. Francis Public Works  
St. Francis, MN

FROM CONTRACTOR:

Fabcon, Incorporated  
6111 W. Highway 13  
Savage MN 55378

VIA ARCHITECT:

Professional Design Group, Inc.  
105 East Fourth Street, Suite 200  
P.O. Box 641  
Northfield, MN 55057

APPLICATION NO: 3  OWNER  ARCHITECT  CONTRACTOR

PERIOD TO: 01/31/2012

FABCON NOS: 009910

PROJECT NOS:

CONTRACT DATE:

## 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.

1. ORIGINAL CONTRACT SUM \$ 677,907.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 677,907.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 644,012.00

### 5. RETAINAGE:

- a. 5 % of Stored Material \$ 32,200.60  
(Column D + E on G703)
- b. 0 % of Stored Material \$ .00  
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 32,200.60  
(Line 4 Less Line 5 Total) \$ 611,811.40

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 611,811.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 66,095.60  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
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.

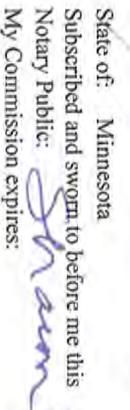
CONTRACTOR: Fabcon, INC

By: 

SHARON K. FABRY  
NOTARY PUBLIC  
MINNESOTA  
My Commission Expires Jan 30 2012  
Date: January 29 2012

State of: Minnesota County of: Scott

Subscribed and sworn to before me this 19th day of January, 2012

Notary Public:  Sharon K. Fabry  
My Commission expires: 1/31/2014

## 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 ..... \$ 611,811.40

(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:  M. P. B. B. B. Date: 2-1-12

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.

 Sharon K. Fabry 2/1/12

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION 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: 33912

APPLICATION DATE: 01/19/12

PERIOD TO: 01/31/12

ARCHITECT'S PROJECT NO:

FABCON PROJECT NO: 009910

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		% (G + C)			
<b>CITY OF ST. FRANCIS PUBLIC WORKS</b>									
1	Materials - Prestressed Concrete	\$372,849.00	\$0.00	\$372,849.00	\$0.00	\$372,849.00	100.00%	\$0.00	\$18,642.45
2	Delivery & Erection	\$305,058.00	\$0.00	\$271,163.00	\$0.00	\$271,163.00	88.89%	\$33,895.00	\$13,558.15
<b>GRAND TOTALS</b>		\$677,907.00	\$0.00	\$644,012.00	\$0.00	\$644,012.00	95.00%	\$33,895.00	\$32,200.60

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## Invoice

**Invoice Date**  
01/19/2012  
**Customer No.**  
10601  
**Customer Reference**

**Invoice**  
33912

**Fabcon Reference**  
009910

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### Invoice Address

Amcon Corporation  
1715 Yankee Doodle Road  
Suite 200  
Eagan MN 55121

### Delivery Address

City of St. Francis Public Works  
?

St. Francis, MN 55070

### Period

January 2012

### Payment Terms

Due Upon Receipt

---

<b>Base Contract</b>	\$	677,907.00
----------------------	----	------------

<b>Total Contract:</b>	\$	677,907.00
Total Completed to date:	95.00%	\$ 644,012.00
Retainage	5.00% of Contract	\$ 32,200.60
Total Completed less retainage		\$ 611,811.40
Less Previous Applications for Payment		\$ 0.00
<b>Current Payment Due</b>	\$	611,811.40

Interest will be charged on all Past Due amounts in accordance with rates and terms agreed on in the original contract. Please pay this invoice, no statements issued. State sales tax is included in the contract price when applicable.

**Fabcon, Incorporated**  
6111 W. Highway 13  
Savage, MN 55378  
Phone: 952-890-4444

Fax: 952-882-7298

Please Remit To:  
**Fabcon, Incorporated**  
12520 Quentin Avenue South, Ste 200  
Savage, MN 55378

SUBCONTRACTORS APPLICATION FOR PAYMENT

To: Amcon Construction Company, LLC

From: Central Minnesota Fabricating, Inc.

PROJECT St. Francis Police and Public Works

Job 234

Payment Request No. One

Period 01/01/2012 2011 to 01/31/2012 2011

Statement of Contract Account:

1. Original Contract Amount	\$ 340,330.00
2. Approved change Order No.s. _____ (As per attached breakdown)	\$ 1,260.00
3. Adjusted Contract Amount	\$ 341,590.00
4. Value of Work Completed to Date (As per attached breakdown)	\$ 250,560.00
5. Value of Approved Change Orders Completed (As per attached breakdown)	\$ _____
6. Materials Stored on Site (As per attached breakdown)	\$ _____
7. Total to Date	\$ 250,560.00
8. Less Amount Retained ( 5%)	\$ 12,528.00
9. Total Less Retainage	\$ 238,032.00
10. Total Previously Certified (Deduct)	\$ 0
11. AMOUNT DUE THIS REQUEST	\$ 238,032.00

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and AMCON relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered previous payments received from the Contractor, to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

AFFIDAVIT OF SUPPLIERS:

My suppliers for the above referenced period are as follows:

<u>Vulcraft Joist</u>	\$ 167,425.00
_____	\$ _____
_____	\$ _____
_____	\$ _____

Date: 1/23/12

Central Minnesota Fabricating, Inc  
SUBCONTRACTOR

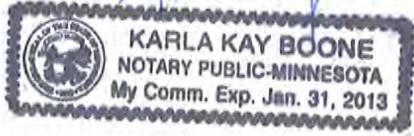
Subscribed and sworn before me this 23<sup>rd</sup> day of

January 2012

NOTARY PUBLIC: Karla Kay Boone

BY: [Signature]  
(authorized signature)

**Jeff Pattison** President



[Signature] 2/1/12

**CENTRAL MINNESOTA FABRICATING, INC.**

No: 20009

**2011 West Gorton Avenue  
 Box 1178  
 Willmar MN 56201  
 Telephone (320)235-4181**

Sold To:

Ship To:

AMCON CONSTRUCTION  
 1715 YANKEE DOODLE RD. SUITE 200  
 EAGAN MN 55121

ST FRANCIS POL/PUB WORKS  
 ST FRANCIS, MN

Terms	1/2% 10 NET 30
-------	----------------

Job No:	11-637	Invoice Date	01/20/12	Cust. Number	71200	Discount on Steel if Paid by	01/30/12	\$1,172.21
---------	--------	--------------	----------	--------------	-------	------------------------------	----------	------------

STRUCTURAL STEEL, JOIST		\$234,442.11
MINNESOTA	6.875%	\$16,117.90
		=====
		\$250,560.01
REFERENCE # 234		
DISCOUNT AMOUNT INDICATED ABOVE IS FOR PAYMENT BY DATE INDICATED. ANY PAYMENT MUST REDUCE DISCOUNT PROPORTIONALLY.		
PLEASE MAIL YOUR PAYMENTS TO: CENTRAL MINNESOTA FABRICATING, INC. P.O. BOX 1178 WILLMAR, MN 56201		

## Application and Certificate for Payment Construction Manager-Adviser Edition

<b>TO OWNER:</b> City of St. Francis 23340 Creech St. SW St. Francis, MN 55070 <b>FROM CONTRACTOR:</b> MWA Steel Erectors, Inc. PO Box 334 Maple Lake, MN 55358	<b>PROJECT:</b> City of St. Francis Police & Public Works St. Francis, MN <b>VIA CONSTRUCTION MANAGER:</b> Ardon Construction Company <b>VIA ARCHITECT:</b>
--	--

<b>APPLICATION NO:</b> 1114-1 <b>PERIOD TO:</b> 1/1 - 1/31/12 <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> / / <b>CONTRACTOR:</b>	<b>Distribution to:</b> OWNER <input type="checkbox"/> CONSTRUCTION MANAGER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/>
--	---

### 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.

1. ORIGINAL CONTRACT SUM ..... \$ 69,900.00
  2. Net change by Change Orders ..... \$ 0.00
  3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 69,900.00
  4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 31,445.00
  5. RETAINAGE: 5%
    - a. ~~40%~~ % of Completed Work (Column D + E on G703) ..... \$ 31,445.00 1572.25
    - b. 0 % of Stored Material (Column F on G703) ..... \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703). \$ 3,145.50 1572.25
6. TOTAL EARNED LESS RETAINAGE ..... \$ 29,872.25 29,872.25
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00
  8. CURRENT PAYMENT DUE ..... \$ 29,872.25 29,872.25
  9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$ 41,590.50

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

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.

By: [Signature] Date: 1/17/12  
 State of: Minnesota  
 County of: Hennepin  
 Subscribed and sworn to before me this 17 day of January 2012.  
 Notary Public: [Signature]  
 My Commission expires: 01/31/2016



### 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 ..... \$ 29,872.25

(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.)

CONSTRUCTION MANAGER:  
 By: [Signature] Date: 2/1/12  
 ARCHITECT:  
 By: [Signature] Date: 2-1-12

**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.**



# AIA Document G703™ - 1992

MAXX Steel Erectors, Inc.  
project: St. Francis Public works

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION 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: 1114-1  
APPLICATION DATE: 1/12/12  
PERIOD TO: 1/31/12  
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 % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	05 12 00 structural	\$27,900.00	0	\$27,900.00	0	\$27,900.00	100%	0.00	\$2,790.00
2	05 21 00 joist	\$18,875.00		\$3,495.00		\$3,495.00	19%	\$15,378.00	349.50
3	05 31 00 Deck	\$13,980.00		0.00		0.00	0%	\$13,980.00	
4	05 50 00 misc.	\$4,893.00		0.00		0.00	0%	\$4,893.00	
5	05 51 00 metal stairs	\$2,790.00		0.00		0.00	0%	\$2,790.00	
6	05 53 00 Metal gratings	\$1,398.00		0.00		\$1 0.00	0%	\$1,398.00	
		\$69,900.00	0	\$31,455.00	0	\$31,455.00		\$38,445.00	\$3,145.50

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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TO (Owner) **City of St. Francis**  
 23340 Cree Street NW  
 St. Francis, MN 55070

PROJECT: **St. Francis Police & Public Works**  
 4058 St. Francis Blvd.  
 St. Francis, MN 55070

FROM (Contractor) **Southern Minnesota Woodcraft, Inc.**  
 1051 Faribault Road  
 Faribault, MN 55021

**CONTRACTOR'S APPLICATION FOR PAYMENT**

APPLICATION NO: **One (01)** Distribution to: [ ] [ ] [ ]  
 PERIOD TO: **January 31, 2012** [ ] [ ] [ ]  
 PROJECT NO: **234** [ ] [ ] [ ]

CONTRACT DATE: December 29, 2011

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
1	12/8/11	\$3,388.00
TOTALS		\$3,388.00
Net Change by Change Orders		\$0.00
		\$3,388.00

The undersigned Contractor certified that to the best of the Contractor's knowledge, the 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 **Southern Minnesota Woodcraft, Inc.**

By: *[Signature]* Date: **January 20, 2012**

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.

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

1. ORIGINAL CONTRACT SUM \$ 447,950.00
2. NET CHANGE BY CHANGE ORDERS \$ 3,388.00
3. CONTRACT SUM TO DATE (Line 1+2) \$ 51,338.00
4. TOTAL COMPLETED & STORED TO DATE \$ 3,040.00  
(Column G on G703)
5. RETAINAGE:
  - a. 5% of Contract Sum to Date \$152.00  
(Column D + E on G703)
  - b. 10% of Stored Material \$             
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 152.00
6. TOTAL EARNED LESS RETAINAGE \$ 2,888.00  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$ \$2,888.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$ \$48,450.00  
(Line 3 less Line 6)

State of: **Minnesota** County of: **Waseca**  
 Subscribed and sworn to before me this 20th day of January, 2012  
 Notary Public *[Signature]*  
 My Commission expires: 01-31-2016



**AMOUNT CERTIFIED**

(Attach explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: *[Signature]* Date: **2-1-12**

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.

*[Signature]*

2/1/12

# CONTINUATION SHEET

## APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed and Certified amount 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 Number: **One (01)**  
 Application Date: **January 20, 2012**  
 Period To: **January 31, 2012**  
 AMCON Project No: **324**

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Architectural Millwork/Casework								
2	Performance Bond	\$ 1,540.00	\$ -	\$ 1,540.00	\$ -	\$ 1,540.00	100%	\$ -	\$ 77.00
3	Shop Drawings	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
6	Vanities @ PS123 & PS124 - Mat	\$ 230.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 230.00	\$ -
7	Vanities @ PS123 & PS124 - Fab	\$ 425.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 425.00	\$ -
8	Vanities @ PS123 & PS124 - Install	\$ 520.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 520.00	\$ -
11	Casework @ PS117 & 118 - Mat	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
12	Casework @ PS117 & 118 - Fab	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,200.00	\$ -
13	Casework @ PS117 & 118 - Install	\$ 1,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,300.00	\$ -
14	Casework @ Conf PS104 - Mat	\$ 315.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 315.00	\$ -
15	Casework @ Conf PS104 - Fab	\$ 585.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 585.00	\$ -
16	Casework @ Conf PS104 - Install	\$ 260.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 260.00	\$ -
17	Casework @ PS 101/103 - Mat	\$ 7,750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,750.00	\$ -
18	Casework @ PS 101/103 - Fab	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,500.00	\$ -
19	Casework @ PS 101/103 - Install	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00	\$ -
20	Casework @ PS 143 & 140 - Mat	\$ 1,750.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,750.00	\$ -
21	Casework @ PS 143 & 140 - Fab	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00	\$ -
22	Casework @ PS 143 & 140 - Install	\$ 1,040.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,040.00	\$ -
23	Casework @ Squad PS133 - Mat	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,500.00	\$ -
24	Casework @ Squad PS133 - Fab	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
25	Casework @ Squad PS133 - Install	\$ 780.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 780.00	\$ -
26	Casework @ Booking PS138 - Mat	\$ 800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 800.00	\$ -
27	Casework @ Booking PS138 - Fab	\$ 1,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,300.00	\$ -
28	Casework @ Booking PS138 - Install	\$ 520.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 520.00	\$ -
29	Vanities @ PW110 & PW111 - Mat	\$ 230.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 230.00	\$ -
30	Vanities @ PW110 & PW111 - Fab	\$ 425.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 425.00	\$ -
31	Vanities @ PW110 & PW111 - Install	\$ 520.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 520.00	\$ -
32	Casework @ PW100/PW102 - Mat	\$ 1,175.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,175.00	\$ -
33	Casework @ PW100/PW102 - Fab	\$ 2,468.91	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,468.91	\$ -
34	Casework @ PW100/PW102 - Install	\$ 780.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 780.00	\$ -
35	Solid surface Window sills - Mat	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,400.00	\$ -
36	Solid surface Window sills - Fab	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	\$ -
37	Solid surface Window sills - Install	\$ 450.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 450.00	\$ -
38	Use Tax (7.125%)	\$ 1,268.11	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,268.11	\$ -
39	Change Order C11-1 - Mat	\$ 1,120.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,120.00	\$ -
40	Change Order C11-1 - Fab	\$ 1,527.98	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,527.98	\$ -
	Change Order C11-1 - Install	\$ 660.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 660.00	\$ -

# CONTINUATION SHEET

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 Number: One (01)

Application Date: January 20, 2012

Period To: January 31, 2012

AMCON Project No: 324

Southern Minnesota Woodcraft, Inc.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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
41	Architectural Millwork/Casework	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
	<b>Totals</b>	\$ 51,338.00	\$ -	\$ 3,040.00	\$ -	\$ 3,040.00	6%	\$ 48,298.00	\$ 152.00



southern minnesota woodcraft, inc.

1051 FARIBAULT ROAD FARIBAULT, MN 55021  
P: 507-334-4985 F: 507-334-7828

# Invoice

DATE	INVOICE #
1/19/2012	6939

<b>BILL TO</b>
AMCON CONSTRUCTION 1715 YANKEE DOODLE ROAD SUITE 200 EAGAN, MN 55121

P.O. NO.	TERMS	PROJECT
234	Net 30	ST FRANCIS

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
MATERIAL SHOP DRA...		PERFORMANCE & PAYMENT BOND	1,540.00	1,540.00
		SHOP DRAWINGS	1,500.00	1,500.00
		Sales Tax State and Transit	7.125%	0.00
			<b>Total</b>	<b>\$3,040.00</b>

TO OWNER: PROJECT: **St Francis Police & Public Wor**

St. Francis MN

APPLICATION NO.: 1

PERIOD TO: 01/31/2012

PROJECT NOS:

CONTRACT DATE: 11/07/2011

FROM CONTRACTOR: **Steinbrecher Painting, Inc.**

1408 7th Street North

PO Box 159

Princeton MN 55371

VIA CONSTRUCTION MANAGER **Affoon Cm, LLC**

VIA ARCHITECT:

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

**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.

1. ORIGINAL CONTRACT SUM ..... \$ 37,200.00
2. Net Change By Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 37,200.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 750.00  
(Column G on G702)
5. RETAINAGE:
  - a. 5.00 % of Completed Work ..... \$ 37.50 ~~38~~  
(Columns D + E on G703)
  - b. 0.00 % of Stored Material ..... \$ 0.00  
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 37.50 ~~38~~

6. TOTAL EARNED LESS RETAINAGE ..... \$ 712.50  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ ~~712.50~~ **712.50**
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 36,487.50  
(Line 3 less Line 6)

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

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: **Steinbrecher Painting, Inc.**

By: W. A. Ne... Date: 1-23-12

State of: MN

County of: Mille Lacs

Subscribed and sworn to before me this 23rd day of Jan. 2012

Notary Public: Debra M. Uim

My Commission expires: 1-31-15



**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 ..... \$ 712.50

(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 MANAGER: \_\_\_\_\_ Date: 2/1/12

By: Debra M. Uim

ARCHITECT: \_\_\_\_\_ Date: 2-1-12

By: W. A. Ne...

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)

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 line items may apply.

APPLICATION NO.: 1  
 APPLICATION DATE: 01/23/2012  
 PERIOD TO: 01/31/2012  
 ARCHITECT'S PROJECT NO.:  
 Page: 2 of 2

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		% (G + C)			
	P&P Bonds	750.00		750.00		750.00	100.00	7,290.00	37.50
	Materials	7,290.00						29,160.00	
	Labor	29,160.00							
	<b>Totals:</b>	<b>37,200.00</b>		<b>750.00</b>		<b>750.00</b>	<b>2.02</b>	<b>36,450.00</b>	<b>37.50</b>



AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • **WARNING:** Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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## Application and Certificate for Payment

**TO OWNERSHIP OF ST FRANCIS**  
 4058 ST FRANCIS BLVD  
 ST FRANCIS, MN 55070

**PROJECT:** ST FRANCIS POLICE & PUBLIC WORK APPLICATION NO: AC-00003900002

**Distribution to:**

ST FRANCIS, MN 55070

**PERIOD TO:** 1/31/2012

OWNER

**FROM CONTRACTOR:**  
 BROTHERS FIRE PROTECTION CO  
 9950 EAST HIGHWAY 10  
 ELK RIVER, MN 55330

**VIA ARCHITECT:**

**CONTRACT FOR:**

ARCHITECT

**CONTRACT DATE:**

CONTRACTOR

**PROJECT NOS:** AC-000039

FIELD

**BFP INVOICE NO.:** 87695

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 ..... \$ 223,198.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 1,675.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 224,873.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ ~~826.00~~ 6,030.00
5. RETAINAGE:
  - a. 5.00 % of Completed Work ..... \$ 413 301.50
  - b. % of Stored Material ..... \$ 413 301.50

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 413 301.50

6. TOTAL EARNED LESS RETAINAGE ..... \$ 5,728.50

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ ~~2,118.50~~

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ ~~3,610.00~~ 7,847.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ ~~219,144.50~~ 217,026

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,675.00	\$
Total approved this month	\$	\$
<b>TOTAL</b>	<b>\$ 1,675.00</b>	<b>\$</b>
NET CHANGES by Change Order	\$ 1,675.00	\$

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 payments for Payment were issued and payments received from the Owner, and

**CONTRACTOR:**

By: *[Signature]*

Date: 1-23-12

State of: MINNESOTA

County of: SHERBURNE

Subscribed and sworn to before

me this *[Signature]* day of *[Signature]*

Notary Public: *[Signature]*

My commission expires: 01-31-15



### 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 ..... \$ 7,847.00

(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: *[Signature]*

Date: 2-1-12

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.

**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.**



AIA®

Document G703™ - 1992

Continuation Sheet

AIA Document G703™-1992, Application and Certificate for Payment, or G732™-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:

1/23/2012

APPLICATION DATE:

1/31/2012

PERIOD TO:

ARCHITECT'S PROJECT NO:

AC-0000039

AC-000003900002

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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 (If variable rate)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	BOND	2,230.00	2,230.00			2,230.00	100.00		111.50
2	PERMIT	1,150.00		1,150.00		1,150.00	100.00		57.50
3	DESIGN	2,650.00		2,650.00		2,650.00	100.00		132.50
4	MATERIAL	122,000.00						122,000.00	
5	FIELD LABOR	90,704.00						90,704.00	
6	CLEANUP	4,464.00						4,464.00	
7	CO#1 PULL WIRE FOR OUTDC	1,675.00						1,675.00	
Totals		GRAND TOTAL	224,873.00	2,280.00	3,800.00	6,030.00	2.68	218,843.00	413

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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PAYMENT BATCH AP 02-06-12

**ABDO, EICK & MEYERS, LLP**

01/13/2012	287655	E 101-41540-301	Auditing and Acct g Services	Annual audit services	2,160.00
01/13/2012	287655	E 601-49440-301	Auditing and Acct g Services	Annual audit services	360.00
01/13/2012	287655	E 602-49490-301	Auditing and Acct g Services	Annual audit services	360.00
01/13/2012	287655	E 609-49750-301	Auditing and Acct g Services	Annual audit services	720.00
					\$3,600.00

**ALLINA MEDICAL TRANSPORTATION**

		E 101-42210-208	Training and Instruction	1ST QUARTER PAYMENT	300.00
					\$300.00

**ALLINA OCC MED**

01/03/2012	75847	E 101-43100-441	Miscellaneous	TESTS	65.00
					\$65.00

**AMCON**

01/31/2012	CM234-08	E 402-43000-300	Professional Services	CONSTRUCTION MANAGER	7,500.00
01/31/2012	CM234-08	E 402-43000-314	Construction	CONSTRUCTION MANAGER	27,976.95
01/31/2012	CM234-08	E 402-43000-340	Advertising	CONSTRUCTION MANAGER	105.00
					\$35,581.95

**AMERIPRIDE LINEN & APPAREL SER**

01/19/2012	1001062560	E 609-49750-219	Rug Maintenance	RUGS	46.23
01/26/2012	1001069080	E 101-41940-219	Rug Maintenance	MAT	48.74
					\$94.97

**ANCOM TECHNICAL CENTER**

01/20/2012	27319	E 101-42210-237	Small Equipment	RADIOS	338.00
					\$338.00

**ANOKA COUNTY CENTRAL COMM.**

01/11/2012	2011-327	E 101-42110-321	Telephone	OCTOBER, NOVEMBER, DECEM	180.00
01/11/2012	2011-337	E 101-42110-321	Telephone	DECEMBER 2011	156.12
					\$336.12

**ANOKA COUNTY FIRE PROTECTION C**

01/31/2012		E 101-42210-433	Dues and Subscriptions	2012 DUES	210.00
					\$210.00

**ANOKA COUNTY TREASURY DEPT.**

01/30/2012	215854	E 101-43100-408	Ice & Snow Removal	SALT	2,642.67
					\$2,642.67

**ASPEN MILLS**

01/18/2012	117119	E 101-42110-437	Uniform Allowance	NEWSTROM PANTS	45.08
01/18/2012	117120	E 101-42110-437	Uniform Allowance	JOHNSON-JACKET	108.70
01/18/2012	117121	E 101-42110-437	Uniform Allowance	NEWSTROM-JACKET	220.82

01/18/2012	117122	E 101-42110-437	Uniform Allowance	HARAPAT STRM BATTERY	23.46
					\$398.06

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**ASSURANT EMPLOYEE BENEFITS**

01/23/2012	5447229.0212	E 101-41400-130	Employer Paid Insurance	2/1/12 - 2/29/12	127.69
01/23/2012	5447229.0212	E 101-41500-130	Employer Paid Insurance	2/1/12 - 2/29/12	45.97
01/23/2012	5447229.0212	E 101-42110-130	Employer Paid Insurance	2/1/12 - 2/29/12	506.53
01/23/2012	5447229.0212	E 101-43100-130	Employer Paid Insurance	2/1/12 - 2/29/12	71.93
01/23/2012	5447229.0212	E 101-43210-130	Employer Paid Insurance	2/1/12 - 2/29/12	15.99
01/23/2012	5447229.0212	E 101-45200-130	Employer Paid Insurance	2/1/12 - 2/29/12	71.93
01/23/2012	5447229.0212	E 601-49440-130	Employer Paid Insurance	2/1/12 - 2/29/12	80.92
01/23/2012	5447229.0212	E 602-49490-130	Employer Paid Insurance	2/1/12 - 2/29/12	80.92
01/23/2012	5447229.0212	E 609-49750-130	Employer Paid Insurance	2/1/12 - 2/29/12	81.13
					\$1,083.01

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**B&B PRODUCTS / RIGS & SQUADS**

01/14/2012	3659	E 101-42110-221	Vehicle Repair & Maintenance	REPAIRS	166.08
					\$166.08

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**BELLBOY CORPORATION**

09/29/2011	85820200	E 609-49751-254	Miscellaneous Merchandise	CREDIT	(35.88)
01/17/2012	71795800	E 609-49751-206	Freight and Fuel Charges	LIQUOR, WINE	62.90
01/17/2012	71795800	E 609-49751-251	Liquor For Resale	LIQUOR	1,051.15
01/17/2012	71795800	E 609-49751-253	Wine For Resale	WINE	1,752.00
01/30/2012	86324300	E 609-49751-206	Freight and Fuel Charges	MISC	6.29
01/30/2012	86324300	E 609-49751-254	Miscellaneous Merchandise	MISC	31.95
01/31/2012	71977200	E 609-49751-206	Freight and Fuel Charges	WINE	21.70
01/31/2012	71977200	E 609-49751-253	Wine For Resale	WINE	800.00
					\$3,690.11

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**BGS (BARNA GUZY)**

12/31/2011	91769	E 101-41600-312	Criminal Legal Fees	FORFEITURE	949.00
					\$949.00

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**BUREAU OF CRIM APPREHENSION**

12/31/2011	33612	E 101-42110-321	Telephone	3 MO	270.00
					\$270.00

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**CENTERPOINT ENERGY**

01/18/2012	5939160-7.0112	E 101-43100-383	Gas Utilities	PUBLIC WORKS	260.38
01/18/2012	5939160-7.0112	E 101-45200-383	Gas Utilities	PUBLIC WORKS	260.38
01/18/2012	5944643-5.0112	E 609-49750-383	Gas Utilities	LIQUOR	198.15
01/18/2012	5945449-6.0112	E 101-42110-383	Gas Utilities	POLICE/FIRE	329.20
01/18/2012	5945449-6.0112	E 101-42210-383	Gas Utilities	POLICE/FIRE	768.13
01/18/2012	5963820-5.0112	E 101-45200-383	Gas Utilities	WARMING HOUSE	215.07
01/18/2012	6002544-2.0112	E 601-49440-383	Gas Utilities	PUBLIC WORKS	83.85
01/18/2012	6002544-2.0112	E 602-49490-383	Gas Utilities	PUBLIC WORKS	83.85
01/18/2012	6002548.3.0112	E 602-49490-383	Gas Utilities	WWTP	323.39
01/18/2012	6886465-1.0112	E 101-41940-383	Gas Utilities	CITY HALL	43.57
01/18/2012	6886468-5.0112	E 101-41940-383	Gas Utilities	CITY HALL	14.18
01/18/2012	6886472-7.0112	E 101-41940-383	Gas Utilities	CITY HALL	34.88
01/18/2012	6886475-0.0112	E 101-41940-383	Gas Utilities	CITY HALL	31.54
01/18/2012	7900331-5.0112	E 601-49440-383	Gas Utilities	WATER	963.95

01/18/2012	8964221-9.0112	E 602-49490-383	Gas Utilities	LIFT STATION	54.64
					<u>\$3,665.16</u>
<b>CENTURY LINK</b>					
01/07/2012	1049.0112	E 601-49440-321	Telephone	01/07/12 - 02/06/12	163.05
					<u>\$163.05</u>
<b>CHISAGO LAKES DISTRIBUTING CO.</b>					
01/30/2012	464847	E 609-49751-252	Beer For Resale	BEER	464.00
02/01/2012	464978	E 609-49751-252	Beer For Resale	BEER	54.00
					<u>\$518.00</u>
<b>COCA COLA REFRESHMENTS</b>					
01/17/2012	0188095837	E 609-49751-254	Miscellaneous Merchandise	MISC	238.00
					<u>\$238.00</u>
<b>COLONIAL INSURANCE</b>					
01/25/2012	7129661-0205494	G 101-21710	Other Deductions	MONTHLY	297.08
					<u>\$297.08</u>
<b>CONNEXUS ENERGY</b>					
01/20/2012	298382.0112	E 101-41940-381	Electric Utilities	CITY HALL	293.83
01/20/2012	298393.0112	E 602-49451-381	Electric Utilities	LIFT STATIONS	5,976.32
01/20/2012	298394.0112	E 101-45200-381	Electric Utilities	PARK	271.80
01/20/2012	298395.0112	E 601-49440-380	Electric-System	WATER	4,633.81
01/20/2012	298396.0112	E 101-43100-386	Street Lighting	STREET LILGHTS	3,516.01
01/20/2012	300505	E 230-49990-441	Miscellaneous	CARNIVAL	0.00
01/20/2012	301895.0112	E 101-41940-381	Electric Utilities	SIGN	58.59
01/20/2012	302965.0112	E 101-42110-381	Electric Utilities	POLICE/FIRE	210.15
01/20/2012	302965.0112	E 101-42110-381	Electric Utilities	AMBASSADOR SIREN	5.34
01/20/2012	302965.0112	E 101-42110-381	Electric Utilities	WOODBINE SIREN	5.34
01/20/2012	302965.0112	E 101-42210-381	Electric Utilities	POLICE/FIRE	490.35
01/20/2012	302965.0112	E 101-43100-381	Electric Utilities	BRIDGE ST	162.64
01/20/2012	302965.0112	E 101-45200-381	Electric Utilities	BRIDGE ST	162.64
01/20/2012	302965.0112	E 609-49750-381	Electric Utilities	LIQUOR	995.82
					<u>\$16,782.64</u>
<b>CONSTRUCTION &amp; GENERAL</b>					
01/31/2012	013112	G 101-21707	Union Dues	MAINT DUES FEBRUARY 2012	228.00
					<u>\$228.00</u>
<b>CRAWFORD EQUIPMENT</b>					
01/05/2012	26638	E 101-45200-218	Equipment Repair & Maintenance	OIL AND FILTER	267.49
					<u>\$267.49</u>
<b>CRYSTAL SPRINGS ICE</b>					
01/25/2012	25836	E 609-49751-254	Miscellaneous Merchandise	MISC	53.90
01/31/2012	52017C	E 609-49751-254	Miscellaneous Merchandise	CREDIT	(4.64)
					<u>\$49.26</u>
<b>DAHLHEIMER DIST. CO. INC.</b>					
01/18/2012	1009559	E 609-49751-252	Beer For Resale	BEER	5,017.34
01/18/2012	1009559	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
01/25/2012	1009595	E 609-49751-252	Beer For Resale	BEER	6,990.05
02/01/2012	1013036	E 609-49751-252	Beer For Resale	BEER	9,866.50

02/01/2012	1013036	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
02/01/2012	1013036	E 609-49751-255	N/A Products	N/A	15.50
					\$21,973.39
<b>DAY DISTRIBUTING CO.</b>					
01/20/2012	635182	E 609-49751-252	Beer For Resale	BEER	1,700.55
					\$1,700.55
<b>DE LAGE LANDEN</b>					
01/07/2012	12315525	E 101-42110-311	Contract	01/01/12 - 01/31/12	253.89
					\$253.89
<b>DELTA DENTAL</b>					
01/15/2012	4770711	G 101-21710	Other Deductions	PREMIUM 02/01/12 - 02/29/12	243.04
					\$243.04
<b>ECM PUBLISHERS, INC.</b>					
01/13/2012	IQ001793903	E 101-41910-352	General Notices and Pub Info	NOTICE OF PUBLIC MEETING	25.63
					\$25.63
<b>ELITE SANITATION</b>					
01/23/2012	20333	E 101-45200-402	Janitorial Service	PORTABLE TOILET	144.97
					\$144.97
<b>EMERGENCY APARATUS MAINTENENC</b>					
01/26/2012	59847	E 101-42210-221	Vehicle Repair & Maintenance	VEHICLE REPAIR	623.65
					\$623.65
<b>F.I.R.E.</b>					
12/30/2011	8867	E 101-42210-208	Training and Instruction	TRAINING	600.00
01/11/2012	08879	E 101-42210-208	Training and Instruction	CLASS - ART OF READING SMOI	600.00
					\$1,200.00
<b>FAANES, JOHN</b>					
01/10/2012	011012	E 101-42210-217	Other Operating Supplies	SUPPLIES	60.53
01/24/2012	012412	E 101-42210-221	Vehicle Repair & Maintenance	SWITCH KNOB FOR RESCUE	16.51
					\$77.04
<b>G&amp;K SERVICES, INC</b>					
01/13/2012	1043889724	E 601-49440-402	Janitorial Service	MATS	90.39
01/20/2012	1043894634	E 101-43100-402	Janitorial Service	TOWEL	20.61
01/20/2012	1043894634	E 101-45200-402	Janitorial Service	TOWEL	20.61
01/20/2012	1043894634	E 601-49440-402	Janitorial Service	TOWEL	20.60
01/20/2012	1043894634	E 602-49490-402	Janitorial Service	TOWEL	20.60
					\$172.81
<b>GERDIN AUTO SERVICE, INC.</b>					
12/21/2011	60330	E 208-42110-436	Towing Charges	ST. FRANCIS POLICE TOW	119.70
12/27/2011	55627	E 101-42110-311	Contract	STORAGE	2,520.00
					\$2,639.70
<b>GRAINGER, INC.</b>					
01/17/2012	9731739877	E 602-49490-217	Other Operating Supplies	WEATHERPROOF COVER	42.30
					\$42.30
<b>GRANITE CITY JOBBING CO.</b>					
01/17/2012	708643	E 609-49750-210	Operating Supplies	OPERATING	6.09

01/17/2012	708643	E 609-49751-206	Freight and Fuel Charges	OPERATING, TOBACCO	4.25
01/17/2012	708643	E 609-49751-256	Tobacco Products For Resale	TOBACCO	431.12
01/17/2012	708643	G 101-20810	Sales Tax Payable	SALES TAX	(0.39)
01/24/2012	709343	E 609-49750-210	Operating Supplies	OPERATING	70.33
01/24/2012	709343	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
01/24/2012	709343	E 609-49751-254	Miscellaneous Merchandise	MISC	99.64
01/24/2012	709343	E 609-49751-256	Tobacco Products For Resale	TOBACCO	745.54
01/24/2012	709343	G 101-20810	Sales Tax Payable	SALES TAX	(0.39)
01/31/2012	710018	E 609-49750-210	Operating Supplies	OPERATING SUPPLIES	33.47
01/31/2012	710018	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
01/31/2012	710018	E 609-49751-256	Tobacco Products For Resale	TOBACCO	956.87
01/31/2012	710018	G 101-20810	Sales Tax Payable	SALES TAX	(0.39)
					\$2,354.64

#### HACH COMPANY

01/13/2012	7580069	E 601-49440-235	Lab Supplies	CHEMICALS	176.48
01/13/2012	7580069	E 602-49490-235	Lab Supplies	CHEMICALS	123.02
					\$299.50

#### HARAPAT, JEFFREY

01/23/2012	012312	E 101-42110-331	Travel Expenses	MEETING	89.00
					\$89.00

#### HAWKINS, INC.

01/09/2012	3299010	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	1,555.67
01/10/2012	3298641	E 601-49440-216	Chemicals and Chem Products	CHEMICALS	1,785.78
01/10/2012	3301292	E 601-49440-216	Chemicals and Chem Products	50# BAG REGULAR FLAKE	(32.50)
					\$3,308.95

#### INNOVATIVE OFFICE SOLUTIONS, L

01/18/2012	WO-10928315-1	E 101-41400-200	Office Supplies	SUPPLIES	11.17
01/19/2012	WO-10929736-1	E 101-41400-200	Office Supplies	TISSUE & CLIPS	15.16
01/19/2012	WO-10929736-1	E 101-42110-200	Office Supplies	TISSUE & CLIPS	5.05
01/19/2012	WO-10929736-1	E 101-42210-200	Office Supplies	TISSUE & CLIPS	5.05
01/19/2012	WO-10929736-1	E 101-43100-200	Office Supplies	TISSUE & CLIPS	5.05
01/19/2012	WO-10929736-1	E 101-45200-200	Office Supplies	TISSUE & CLIPS	5.05
01/19/2012	WO-10929736-1	E 601-49440-200	Office Supplies	TISSUE & CLIPS	5.06
01/19/2012	WO-10929736-1	E 602-49490-200	Office Supplies	TISSUE & CLIPS	5.06
01/19/2012	WO-10929736-1	E 609-49750-200	Office Supplies	TISSUE & CLIPS	5.06
01/26/2012	WO-10936048-1	E 101-42210-200	Office Supplies	SUPPLIES	77.44
					\$139.15

#### JOHNSON BROS WHLSE LIQUOR

01/05/2012	521578	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.47)
01/05/2012	521578	E 609-49751-251	Liquor For Resale	CREDIT	(49.60)
01/18/2012	1217768	E 609-49751-206	Freight and Fuel Charges	LIQUOR	43.84
01/18/2012	1217768	E 609-49751-251	Liquor For Resale	LIQUOR	3,402.00
01/18/2012	1217769	E 609-49751-206	Freight and Fuel Charges	WINE	38.22
01/18/2012	1217769	E 609-49751-253	Wine For Resale	WINE	1,134.20
01/18/2012	1217770	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.47
01/25/2012	1221902	E 609-49751-206	Freight and Fuel Charges	LIQUOR	223.44
01/25/2012	1221902	E 609-49751-251	Liquor For Resale	LIQUOR	9,597.35
01/25/2012	1221903	E 609-49751-206	Freight and Fuel Charges	WINE	55.86

01/25/2012	1221903	E 609-49751-253	Wine For Resale	WINE	1,905.25
01/25/2012	1221904	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
					\$16,354.97

**KIMS KLEANING**

01/31/2012	1956	E 101-45000-402	Janitorial Service	WARMING HOUSE	85.51
01/31/2012	1957	E 101-42210-402	Janitorial Service	FIRE	171.01
01/31/2012	1958	E 101-42110-402	Janitorial Service	POLICE	577.16
01/31/2012	1959	E 101-43100-402	Janitorial Service	PUBLIC WORKS	213.76
01/31/2012	1960	E 601-49440-402	Janitorial Service	WATER PLANT	213.76
01/31/2012	1961	E 101-41940-402	Janitorial Service	CITY HALL	320.64
					\$1,581.84

**LAW ENFORCEMENT LABOR SVCS.**

01/31/2012	013112	G 101-21707	Union Dues	POLICE UNION DUES FEBRUAR	323.82
					\$323.82

**LEHNE S SERVICE, INC.**

01/18/2012	14235	E 101-43210-439	Recycling Days	FALL RECYCLE DAY	132.00
					\$132.00

**LINE 1 PARTNERS, INC**

12/31/2011	13160	E 101-41940-321	Telephone	TELEPHONE TECH SUPPORT	50.00
					\$50.00

**MCDONALD DIST CO.**

01/19/2012	292295	E 609-49751-206	Freight and Fuel Charges	BEER	3.00
01/19/2012	292295	E 609-49751-252	Beer For Resale	BEER	3,083.70
01/26/2012	292782	E 609-49751-206	Freight and Fuel Charges	BEER	3.00
01/26/2012	292782	E 609-49751-252	Beer For Resale	BEER	4,651.00
01/26/2012	292783	E 609-49751-254	Miscellaneous Merchandise	MISC	170.00
					\$7,910.70

**MEDIATION SERVICES**

		E 101-41400-433	Dues and Subscriptions	Annual contribution	792.00
					\$792.00

**METRO FIRE**

01/13/2012	43064	E 101-42210-237	Small Equipment	HEAD HARNESS	51.63
01/18/2012	43111	E 101-42210-437	Uniform Allowance	LT CRESCENT/DECAL	21.66
					\$73.29

**METROPOLITAN AREA MANAGERS**

01/18/2012	805	E 101-41400-433	Dues and Subscriptions	2012 DUES	45.00
					\$45.00

**MIDCONTINENT COMMUNICATIONS**

01/31/2012	013112	E 101-41940-321	Telephone	FEBRUARY 2012 BILLS	69.95
01/31/2012	013112	E 601-49440-321	Telephone	FEBRUARY 2012 BILLS	69.95
01/31/2012	013112	E 601-49440-321	Telephone	FEBRUARY 2012 BILLS	34.97
01/31/2012	013112	E 601-49440-321	Telephone	FEBRUARY 2012 BILLS	69.95
01/31/2012	013112	E 602-49490-321	Telephone	FEBRUARY 2012 BILLS	34.98
01/31/2012	013112	E 609-49750-321	Telephone	FEBRUARY 2012 BILLS	69.95
					\$349.75

**MN DNR WATERS**

01/31/2012		E 601-49440-434	Permit Fees	YEARLY WATER USE CHARGES	1,405.10
					<u>\$1,405.10</u>

**MN MUNICIPAL UTILITIES ASSOC.**

01/01/2012	38330.0112	E 101-41400-311	Contract	1ST QTR 2012	423.75
01/01/2012	38330.0112	E 101-42110-311	Contract	1ST QTR 2012	423.75
01/01/2012	38330.0112	E 101-42210-311	Contract	1ST QTR 2012	423.75
01/01/2012	38330.0112	E 101-43100-311	Contract	1ST QTR 2012	635.62
01/01/2012	38330.0112	E 101-45200-311	Contract	1ST QTR 2012	635.62
01/01/2012	38330.0112	E 601-49440-311	Contract	1ST QTR 2012	635.62
01/01/2012	38330.0112	E 602-49490-311	Contract	1ST QTR 2012	635.62
01/01/2012	38330.0112	E 609-49750-311	Contract	1ST QTR 2012	423.77
					<u>\$4,237.50</u>

**MN NCPERS LIFE INSURANCE**

01/23/2012	7334212	G 101-21710	Other Deductions	FEBRUARY 2012	48.00
					<u>\$48.00</u>

**MY ALARM CENTER**

01/10/2012	752548	E 609-49750-445	Security	02/01/12 - 2/29/12	27.73
					<u>\$27.73</u>

**NORTHLAND SECURITIES, INC**

01/12/2012	2865	E 101-41400-351	Legal Notices Publishing	LIMITED CONTINUING DISCLO:	435.00
					<u>\$435.00</u>

**NORTHWEST ASSOC. CONSULTANTS**

02/01/2012	20119	E 101-41910-311	Contract	JANUARY-CITY PROJECTS	4,992.15
					<u>\$4,992.15</u>

**OPUS 21**

01/11/2012	111229	E 601-49440-382	Utility Billing	DECEMBER 2011	1,419.17
01/11/2012	111229	E 602-49490-382	Utility Billing	DECEMBER 2011	1,419.17
01/11/2012	111229	R 601-36200	Miscellaneous Revenues	DECEMBER 2011	(35.00)
					<u>\$2,803.34</u>

**PACE ANALYTICAL SERVICES**

12/28/2011	VM122508	E 602-49490-313	Sample Testing	TESTS	58.00
01/10/2012	VM122789	E 602-49490-313	Sample Testing	TESTING	90.00
01/19/2012	VM123184	E 601-49440-313	Sample Testing	CHEMICALS	120.00
01/24/2012	VM123182	E 602-49490-313	Sample Testing	TESTS	45.00
					<u>\$313.00</u>

**PHILLIPS WINE & SPIRITS CO.**

01/12/2012	3475067	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.47)
01/12/2012	3475067	E 609-49751-251	Liquor For Resale	CREDIT	(92.25)
01/18/2012	2185169	E 609-49751-206	Freight and Fuel Charges	LIQUOR	38.22
01/18/2012	2185169	E 609-49751-251	Liquor For Resale	LIQUOR	2,532.24
01/18/2012	2185170	E 609-49751-206	Freight and Fuel Charges	WINE	2.94
01/18/2012	2185170	E 609-49751-253	Wine For Resale	WINE	48.00
01/25/2012	2188006	E 609-49751-206	Freight and Fuel Charges	LIQUOR	10.66
01/25/2012	2188006	E 609-49751-251	Liquor For Resale	LIQUOR	1,320.24
01/25/2012	2188007	E 609-49751-206	Freight and Fuel Charges	WINE	42.63
01/25/2012	2188007	E 609-49751-253	Wine For Resale	WINE	1,050.25

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\$4,951.46

**PLEAA**

01/01/2012		E 101-42110-433	Dues and Subscriptions	DUES 2012	30.00
					<hr/>
					\$30.00

**PRINTING UNLIMITED**

11/02/2011	6055	E 101-41400-200	Office Supplies	ENVELOPES	73.60
11/02/2011	6055	E 101-42110-200	Office Supplies	ENVELOPES	24.53
11/02/2011	6055	E 101-42210-200	Office Supplies	ENVELOPES	24.53
11/02/2011	6055	E 101-43100-200	Office Supplies	ENVELOPES	24.53
11/02/2011	6055	E 101-45200-200	Office Supplies	ENVELOPES	24.53
11/02/2011	6055	E 601-49440-200	Office Supplies	ENVELOPES	24.53
11/02/2011	6055	E 602-49490-200	Office Supplies	ENVELOPES	24.54
11/02/2011	6055	E 609-49750-200	Office Supplies	ENVELOPES	24.54
					<hr/>
					\$245.33

**QUALITY WINE & SPIRITS**

01/25/2012	566441-00	E 609-49751-206	Freight and Fuel Charges	LIQUOR, WINE	32.20
01/25/2012	566441-00	E 609-49751-251	Liquor For Resale	LIQUOR	1,355.80
01/25/2012	566441-00	E 609-49751-253	Wine For Resale	WINE	48.00
					<hr/>
					\$1,436.00

**RAMSEY, CITY OF**

01/24/2012	011212	E 101-42210-311	Contract	CHIEF KAPLER'S SERVICES - JA	666.00
					<hr/>
					\$666.00

**RELIANCE USA**

12/31/2011	122011	E 101-42210-212	Motor Fuels	FUEL	63.59
					<hr/>
					\$63.59

**RUSSELL SECURITY RESOURCE INC.**

01/09/2012	A19226	E 101-42110-401	Repairs/Maint Buildings	REPLACE LATCH IN SCHLAGE	146.61
					<hr/>
					\$146.61

**SCHREDER, ANDY**

01/25/2012	012512	E 101-42400-331	Travel Expenses	SSTS MEETING	59.94
					<hr/>
					\$59.94

**SIGN STATION**

01/20/2012	9820	E 101-42110-221	Vehicle Repair & Maintenance	RELETTER 108	154.97
					<hr/>
					\$154.97

**SKINNER, MARLINE**

		E 101-42700-311	Contract	JANUARY	500.00
					<hr/>
					\$500.00

**SOUND SYSTEMS, INC.**

01/16/2012	7165433	E 101-41940-445	Security	CENTRAL MONITORING WITH M	242.59
					<hr/>
					\$242.59

**SOUTHERN WINE & SPIRITS OF MN**

12/23/2011	1683256	E 609-49751-253	Wine For Resale	CREDIT	(13.00)
01/18/2012	1683318	E 609-49751-206	Freight and Fuel Charges	LIQUOR	1.25
01/18/2012	1683318	E 609-49751-251	Liquor For Resale	LIQUOR	226.97
01/25/2012	1683332	E 609-49751-206	Freight and Fuel Charges	LIQUOR	10.00

01/25/2012	1683332	E 609-49751-251	Liquor For Resale	LIQUOR	761.12
02/01/2012	1683366	E 609-49751-206	Freight and Fuel Charges	LIQUOR	7.81
02/01/2012	1683366	E 609-49751-251	Liquor For Resale	LIQUOR	1,086.24
					\$2,080.39

**ST. FRANCIS TRUE VALUE HARDWAR**

12/06/1111	18477	E 101-42110-217	Other Operating Supplies	SUPPLIES	24.35
12/01/2011	18455	E 602-49490-217	Other Operating Supplies	SUPPLIES	28.08
12/02/2011	18463	E 101-43100-217	Other Operating Supplies	SUPPLIES	23.56
12/06/2011	18477	E 609-49750-210	Operating Supplies	SUPPLIES	24.35
12/06/2011	18499	E 101-43100-217	Other Operating Supplies	SUPPLIES	14.50
12/07/2011	20506	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	45.66
12/12/2011	20544	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	21.42
12/14/2011	19524	E 101-45200-217	Other Operating Supplies	SUPPLIES	6.59
12/16/2011	19550	E 602-49490-217	Other Operating Supplies	SUPPLIES	10.32
12/19/2011	20568	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	8.11
12/20/2011	20587	E 101-43100-217	Other Operating Supplies	SUPPLIES	17.25
12/20/2011	20589	E 101-45200-217	Other Operating Supplies	SUPPLIES	12.50
12/21/2011	20599	E 602-49490-217	Other Operating Supplies	SUPPLIES	10.13
12/27/2011	20630	E 602-49490-217	Other Operating Supplies	SUPPLIES	6.10
12/28/2011	20642	E 602-49490-217	Other Operating Supplies	SUPPLIES	1.80
12/28/2011	20643	E 601-49440-233	Water Treatment Plant Maint	SUPPLIES	20.26
12/29/2011	19564	E 602-49490-217	Other Operating Supplies	SUPPLIES	6.08
					\$281.06

**ST. PAUL STAMP WORKS, INC.**

01/06/2012	244489	E 101-42400-200	Office Supplies	STAMP	64.89
					\$64.89

**STREICHER S**

01/25/2012	1900688	E 101-42110-437	Uniform Allowance	HOLSTER	57.69
					\$57.69

**TOTAL CONTROL SYSTEMS, INC.**

01/16/2012	5932	E 602-49490-229	Project Repair & Maintenance	TURTLE RUN SLS	2,135.75
01/16/2012	5933	E 601-49440-233	Water Treatment Plant Maint	WTP ELECTRICAL ROOM	574.55
01/16/2012	5934	E 602-49490-229	Project Repair & Maintenance	INSPECTED DL LIFT STATION	489.80
					\$3,200.10

**TOWMASTER**

01/27/2012	335964	E 101-43100-221	Vehicle Repair & Maintenance	REPAIR LABOR TRUCK	400.67
01/27/2012	335964	E 101-45200-221	Vehicle Repair & Maintenance	REPAIR LABOR TRUCK	400.67
					\$801.34

**WELLS FARGO**

11/15/2011	0024-787991DC9	E 101-42210-601	Debt Srv Bond Principal	LOAN PAYMENT FIRE TRUCK	13,140.53
11/15/2011	0024-787991DC9	E 101-42210-611	Bond Interest	LOAN PAYMENT FIRE TRUCK	3,420.24
					\$16,560.77

**WIRTZ BEVERAGE MN**

01/16/2012	851892	E 609-49751-206	Freight and Fuel Charges	CREDIT	(1.45)
01/16/2012	851892	E 609-49751-251	Liquor For Resale	CREDIT	(160.00)
01/19/2012	691430	E 609-49751-206	Freight and Fuel Charges	LIQUOR	7.25
01/19/2012	691430	E 609-49751-251	Liquor For Resale	LIQUOR	470.00

01/19/2012	691890	E 609-49751-206	Freight and Fuel Charges	LIQUOR, WINE	7.25
01/19/2012	691890	E 609-49751-251	Liquor For Resale	LIQUOR	359.41
01/19/2012	691890	E 609-49751-253	Wine For Resale	WINE	159.90
01/26/2012	695154	E 609-49751-206	Freight and Fuel Charges	LIQUOR	8.70
01/26/2012	695154	E 609-49751-251	Liquor For Resale	LIQUOR	1,084.09
					\$1,935.15

\$182,574.93

FUND SUMMARY

101 GENERAL FUND	\$52,482.18
208 POLICE FORFEITURE	\$119.70
230 PIONEER DAYS	\$0.00
402 CAPITAL EQUIPMENT	\$35,581.95
601 WATER FUND	\$12,959.44
602 SEWER FUND	\$13,621.14
609 MUNICIPAL LIQUOR FUND	\$67,810.52
Total	<u>182,574.93</u>





DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONTRACTING

January 20, 2012

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

Attention: Matt Hylan, P.E., City Administrator

Subject: Police and Public Works Facility – Recommendation to award contracts for construction

Dear Mr. Hylan:

Please find attached the Bid Tabulation for the fencing bids received at the bid opening, dated 10/20/2011. Based upon the information included therein, we are recommending that the City Council take action on the following items:

1. Award the following contract for construction (can be one action item):
  - a. C-29 Fencing & Gates Midwest Fence

The amount of the contract awarded shall be the total of the base bid less the two value engineering items.

### **Background**

Midwest Fence came in as the low bidder for C-29 Fencing & Gates on our original bid date of 10/20/2011. Their original base bid was that in the amount of \$147,600. After much consideration and multiple discussions between Paul Teicher, Amcon, and Power Engineers, it was decided to incorporate value engineering suggestions in order to reduce the amount of this contract.

One of the main areas we looked at for cost effectiveness, were the (3) vertical pivot lift gates. It was agreed upon that the gate located in the NE corner of the site would have minimal traffic flow and would not be used that often. Knowing this, we asked the contractor to provide us with different options and pricing for other automated systems.

The contractor recommended a standard chain link cantilever slide gate, with exterior roller assemblies and a 1 HP industrial grade operator. This way, we are still able to keep a high security-automated gate at this location, but we are able to be very cost effective. This change will result in a cost savings of \$ 11,620.00.

We also incorporated value engineering by removing the high security chain link fence in PS145. This change was incorporated by PR 007 and will result in a cost savings of \$8,250. I have attached Midwest Fence's revised bid for review.

- |                |            |
|----------------|------------|
| a. Base Bid    | \$147,600  |
| b. Value Eng.  | \$(11,620) |
| c. Value Eng.  | \$(8,250)  |
| d. TOTAL AWARD | \$127,730  |



DESIGN/BUILD | CONSTRUCTION MANAGEMENT | GENERAL CONTRACTING

There remain a couple contracts that are not yet awarded after the latest Council meeting. These contracts and their status are listed below:

- |    |      |                            |   |
|----|------|----------------------------|---|
| a. | C-04 | Landscaping and Irrigation | low bidder refuses to sign contract     |
| b. | C-25 | Signs                      | Amcon is currently soliciting proposals |

Please call me if you need additional information prior to the meeting. Thank you for the opportunity to present this information.

Sincerely,  
Amcon

**Todd J Christopherson**

Todd Christopherson, P.E., LEED AP  
Partner and Project Manager

Digitally signed by Todd J Christopherson  
DN: cn=Todd J Christopherson, o=Amcon Construction Company, ou,  
email=tchris@amconconstruction.com, c=US  
Date: 2012.01.20 08:19:37 -06'00'



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

### MEMORANDUM

**Date:** February 1, 2012

**To:** Honorable Mayor Tveit

**From:** Jared Voge, P.E.  
City Engineer

**Subject:** Wetland Conservation Act (WCA) Delegation Resolutions  
City of St. Francis, Minnesota  
BMI Project No.: R13.104400

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Since the City of St. Francis has assumed the role of the Local Government Unit (LGU) for administration of WCA, the Minnesota Board of Water and Soil Resources requires that a resolution delegating this authority be adopted by the City Council. Please find enclosed a resolution regarding the administration of the Minnesota Wetland Conservation Act for your consideration. We recommend adoption of the enclosed resolution.

If you have any questions on the above, please call.

JAV/jd

Enclosure

**CITY OF ST. FRANCIS  
MINNESOTA  
ANOKA COUNTY**

A general meeting of the City Council of the City of St. Francis, Minnesota was called to order by Mayor Jerry Tveit at 6:00 p.m. in the St. Francis Independent School District No. 15 Central Services Center, 4115 Ambassador Blvd. NW, St. Francis, Minnesota, on February 6, 2012. The following Council Members were present: \_\_\_\_\_.  
A motion to adopt the following resolution was made by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_.

**ST. FRANCIS CITY COUNCIL  
Resolution 2012- 03**

**A RESOLUTION REGARDING THE ADMINISTRATION OF THE MINNESOTA  
WETLAND CONSERVATION ACT**

**WHEREAS**, The City of St. Francis has accepted the authority and administrative responsibility to implement the Wetland Conservation Act (WCA) within the legal boundaries of the City of St. Francis in accordance with Minnesota Rules, Chapter 8420; and

**WHEREAS**, The City of St. Francis is authorized by Minnesota Administrative Rule Part 8420.0200, Subpart 2, Item C, To delegate certain functions with regard to implementation of WCA, including the authority to make decisions on applications, with its staff.

**THEREFORE; BE IT RESOLVED** by the City of St. Francis City Council, that decision-making authority for WCA exemption, no-loss, wetland boundary and type, sequencing, replacement plan, and wetland banking applications is placed with the City Administrator, City Engineer, or their designee.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

Resolution No. 2012-\_\_\_\_: Offered by Council Member \_\_\_\_\_,  
seconded by Council Member \_\_\_\_\_, adopted by a vote of  
\_\_\_\_\_ at the regular meeting of the City Council of the City  
of St. Francis on February 6, 2012.

**Attest:** \_\_\_\_\_  
**Barb Held**  
**City Clerk**

STATE OF MINNESOTA     )  
  )SS.  
COUNTY OF ANOKA        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2012  
by the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

CITY OF ST. FRANCIS  
ST. FRANCIS MN  
ANOKA COUNTY

RESOLUTION 2012-04

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER  
WHETHER THE CITY SHOULD AMEND THE CITY HOME RULE CHARTER

WHEREAS, the St. Francis Charter Commission at their Annual Meeting held January 25, 2012 unanimously voted recommending the St. Francis City Council enact two Charter amendments by ordinance; and

WHEREAS, the St. Francis Charter Commission is recommending the following two proposed charter amendments;

**Section 7.16.** Capital Improvement Program. The Council shall direct the preparation and submission to it of a recommended five year capital improvement program no later than ~~June~~ July first (1st ) of each year. The capital improvement program shall include a list of all capital improvements proposed to be undertaken during the next five (5) fiscal years, with appropriate supporting information as to the necessity for such improvements; cost estimates, method of financing and recommended time schedules for each such improvement; and the estimated annual cost of operating and maintaining the facilities to be constructed or acquired. This information shall be revised and extended each year for capital improvements still pending or in process. The Council shall hold a Public Hearing on the capital improvement program and adopt it with or without amendment no later than August fifteenth. and;

**Section 5.01.** Amend the language as follows:

Subdivision 2. Filing and Nomination. Not more than twelve (12) nor less than ten (10) weeks before the date of the primary election, an individual who is eligible and desires to have his name placed on the official ballot as a candidate for an office to be voted for at the primary election or general election, depending upon the number of candidates that actually file for each office, shall file his affidavit of candidacy with the City Clerk. The City Clerk shall also accept an application signed by not less than five (5) voters and filed on behalf of an eligible person whom they desire to be a candidate, if service of a copy of the application has been made on the candidate and proof of service is endorsed on the application being filed. Upon receipt of a filing fee in the amount of five dollars (\$5.00) the City Clerk shall place the name of the candidate on the official ballot without partisan designation.

Subdivision 3. Notice. At least two (2) weeks before the first day to file affidavits or applications of candidacy, and at least two (2) weeks prior to each primary election, general

election, and special election, the City Clerk shall publish and post in the Clerk's office a notice thereof.

Subdivision 7. Primary Elections. Primary elections shall be held on the same date as prescribed by the Minnesota Statutes, which establishes the statewide primary election date. The primary election shall be for the selection of two nominees for each elective office at the regular municipal election, unless two nominees or fewer file for each elective office. In the event two nominees or fewer file for an elective office, the names of such nominees shall be placed on the municipal general election ballot as the nominee for that office and no primary election shall be held for such elective office.

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

Call for a Public Hearing. The Public Hearing will be held on March 6, 2012 beginning on or about 6:00 pm to hear public input on the proposed Charter amendments.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST FRANCIS, ANOKA COUNTY, MINNESOTA ON THE \_\_\_\_\_ DAY OF FEBRUARY, 2012.

APPROVED:

ATTEST:

\_\_\_\_\_  
Jerry Tveit, Mayor

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

every heart leaves a  
*Lasting Imprint*

January 29, 2012

Dear Honorable Mayor Tveit,

Families of children with congenital and acquired heart disease, adults with congenital heart defects and the professionals who work with them are joining forces to have February 7-14 proclaimed as "**Congenital Heart Defect Awareness Week.**" I am requesting that you make an executive proclamation declaring this special week in February.

My family has been no strangers to the seriousness of congenital heart defects. On February 15, 2002 my son was born with a congenital heart defect called Hypoplastic Right Heart Syndrome. This is one of the most rare and most serious CHD in which only half of his heart formed properly. He has since endured four open-heart surgeries. The first when he was only 3 days old. His most recent open-heart surgery was July 11, 2011. We were honored to have been blessed with such an amazingly strong son. His presence and amazing spirit has touched so many. He has inspired me to join with a group of Minnesota women in a non-profit called Lasting Imprint. We offer a supportive community to those that are still fighting and the loved ones of those that have lost the fight to CHD. We are growing state-wide within our CHD community and I can only hope that Luke's life will touch others in the same way it has touched mine.

I would be extremely proud if St. Francis would participate in marking February 7-14<sup>th</sup> a special week to recognize people born with CHD, to remember loved ones who lost their battle to CHD and to honor the dedicated health professionals who work with us. I have a rough draft of what I imagine a proclamation would like.

I would be most grateful if you could send the proclamation as soon as possible so that we can make plans for promotion and celebrating during the month of February. My city and state's participation in this event will have a profound impact on thousands of families and individuals. I thank you for your time and consideration.

Respectfully,

Amy M. Edmundson  
4520 241<sup>st</sup> Ave. NW  
St. Francis, MN 55070  
(763)464-0441  
diamondinstallations@msn.com

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

**RESOLUTION 2012-05**

**A RESOLUTION PROCLAIMING  
FEBRUARY 7-14, 2012 AS  
CONGENITAL HEART DEFECT AWARENESS WEEK**

**WHEREAS**, the health and well-being of our children is of paramount importance; and

**WHEREAS**, each year in the United States, approximately 40,000 babies are born with a congenital heart defect that is an astounding 1 in 100 births; and

**WHEREAS**, the medical community has identified congenital heart defects as the leading cause of birth defect-related deaths; and

**WHEREAS**, due to the severity of defect, failure of timely detection, lack of heart transplant donors and insufficient medical intervention options, many children and adults die as a result of congenital heart defects; and

**WHEREAS**, medical research can provide more identifiable means of the origins and symptoms of congenital heart defects; and

**WHEREAS**, it is crucial that parents; pediatricians and all those in the health profession have a greater awareness of the potential for congenital heart defects among newborns and children; and

**WHEREAS**, Congenital Heart Defect Awareness Week provides the opportunity for families and patients affected by this condition to share their experiences and knowledge with the public, so that we all may be made more aware of how this defect affects all our lives.

**NOW THEREFORE, BE IT RESOLVED** that I, Jerry Tveit, Mayor of the City of St. Francis, do hereby proclaim the week of February 7 through 14, 2012 as **“CONGENITAL HEART DEFECT AWARENESS WEEK”**.

APPROVED:

ATTEST:

\_\_\_\_\_

Jerry Tveit, Mayor

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

# AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT (the "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between The City of St. Francis, Minnesota (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**Section 1. DESCRIPTION OF LEASED PREMISES.** Landlord, in consideration of the Rent hereinafter specified to be paid by the Tenant, and the covenants and agreements herein contained, does hereby lease, demise, and let unto Tenant that certain real property located in the County of Anoka, State of Minnesota, and legally described as set forth on Exhibit "A" attached hereto and incorporated by reference as though fully set forth herein, together with all the buildings and improvements located thereon, which property consists of approximately \_\_\_\_\_ acres (the "Leased Premises").

**Section 2. TERM.** The term of this Lease shall commence as of \_\_\_\_\_, 20\_\_, and continue until \_\_\_\_\_, 20\_\_, at which time this Lease will automatically terminate (the "Term").

**Section 3. RENT.** Tenant agrees to pay Landlord as rent for the Term of this Lease the sum of \$ \_\_\_\_\_ per month (the "Rent"). The Rent shall be due and payable on or before the 1st day of each month during the Term of this Lease. Payment of Rent shall be considered delinquent if not paid by the fifth (5th) day after which it is due. A delinquent payment shall be subject to a late payment penalty of five percent (5%) of the delinquent amount, said late payment penalty fee being payable with in and addition to the Rent and shall be paid directly to Landlord. In addition to the Rent, Tenant shall maintain adequate insurance coverage on the Leased Premises during the Term of this Lease.

**Section 4. COVENANTS OF TENANT.** The Tenant hereby covenants and agrees as follows:

- (a) The Leased Premises shall be used only for agricultural purposes.
- (b) Tenant shall cultivate, irrigate, fertilize, prune and otherwise farm the Leased Premises in accordance with approved practices of good husbandry and in accordance with the standard farming practices of the vicinity.
- (c) Tenant shall comply with all applicable State and Federal laws, local ordinances, or other governmental regulations in connection with the Leased Premises, the farming of the Leased Premises, pest and weed control, and land use on the Leased Premises.
- (d) Tenant shall keep the Leased Premises, together with any buildings, fences, irrigation systems or other structures on the Leased Premises in good repair at the sole cost of the Tenant.

(e) Tenant shall maintain a record identifying the name, date, and quantity of all chemicals and pesticides used on the Leased Premises and shall use such chemicals and pesticides in accordance with labeled directions and shall take all necessary measures to prevent drift or overspray during application.

(f) Tenant shall keep the Leased Premises free of the accumulation of any waste material, debris, refuse, garbage, or similar items.

(g) Tenant shall protect and preserve established watercourses or ditches on the Leased Premises.

(h) Tenant shall protect and preserve all forms of ingress and egress on the Leased Premises.

(i) Tenant shall not commit, suffer, or permit any waste on the Leased Premises.

(j) Tenant shall be solely responsible for obtaining adequate insurance coverage for the Tenant's personal property, machinery, and equipment located on the Leased Premises.

(k) Tenant shall obtain public liability insurance for the Leased Premises providing coverage of no less than \$1,000,000.00 per occurrence and identifying Landlord as an additional insured party under such policies.

(l) Tenant agrees that they will, upon the expiration or termination of this Lease, quietly yield and surrender the Leased Premises to Landlord in as good condition and repair as when taken, reasonable wear and tear and damage by the elements excepted.

(m) Tenant shall pay Landlord all costs and expenses, including attorneys' fees, in a reasonable sum, in any action brought by the Landlord to recover any rent due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this Lease, whether such action progresses to judgment or not.

(n) If any rent shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the Tenant contained in this Lease, Landlord may, at its option at any time after such default or breach, and without any demand on or notice to Tenant or to any other person, of any kind whatsoever, re-enter and take possession of the Leased Premises and remove all persons therefrom, without such actions working a forfeiture of the rents to be paid by the Tenant.

(o) Tenant assumes by this Lease all risk of personal injury or, or death to, themselves, their employees, customers, invitees, licensees, family or guests while on or about the Leased Premises, and agree to indemnify, defend and hold harmless the Landlord for any and all claims, suits, costs, losses, damage and expenses arising out of such injury or death.

**Section 5. RESTRICTED ACTIVITIES.** Tenant hereby expressly agrees that, absent the prior written consent of Landlord, Tenant will not undertake any of the following restricted activities upon the Leased Premises:

- (a) Tenant shall not keep livestock.
- (b) Tenant shall not erect or permit to be erected any structure or building.
- (c) Tenant shall not alter or improve any structure or building, except as reasonably necessary to repair or maintain such structure or building.
- (d) Tenant shall not permit, encourage, or invite any person to use any or all of the Leased Premises for any purpose or activity that is not directly related to the agricultural use permitted hereunder.
- (f) Tenant shall not erect or permit to be erected any sign, commercial or otherwise, of a nature and type other than the customary signs used to denote the type of seed that has been planted and its origin.
- (g) Tenant shall not store motor vehicles, tractors, machinery, equipment, fuel, chemicals, or other similar items in a manner that is unsafe or esthetically unpleasing, as determined by Landlord in its sole discretion.

**Section 6. TERMINATION.** This Lease will terminate automatically at the end of the Term. Furthermore, Landlord may terminate this Lease at any time, upon no less than thirty (30) days written notice, in the event the St. Francis City Council determines the Leased Premises are required for City purposes. In such event, Tenant shall be reimbursed for (i) any pre-paid and unearned Rent, and (ii) if crops have been planted but not yet harvested upon Tenant's receipt of notice of termination, and if Tenant is unable to harvest such crops prior to the effective date of termination, the reasonable value of labor and materials supplied by Tenant in connection with the preparation for and planting of said crops, which amount shall not include any amount for lost profits.

**Section 7. MISCELLANEOUS.**

- (a) Successors and Assigns. The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives and assigns of the parties, and all covenants are to be construed as material conditions of this Lease.
- (b) Assignment. Tenant agrees that it shall not sell, assign, sublet, mortgage, pledge, or in any manner transfer this Lease, or any estate or interest hereunder, without the prior written consent of Landlord.
- (c) Recording. Tenant agrees that it shall not record this Lease without the prior written consent or Landlord.

(d) Choice of Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota and all claims and causes of actions arising from or related to this Lease shall be venued in Anoka County, Minnesota.

(e) Time of the Essence. It is specifically declared and agreed that time is of the essence of this Lease.

(f) Amendment. Any modification or amendment of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed as of the date first above written.

**LANDLORD:**

CITY OF ST. FRANCIS, MINNESOTA

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

Its: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_

**Exhibit A**

**Legal Description of Leased Premises**



0 200 Feet



City of  
**St. Francis**

City Owned 40 Acres

(Menkberg) / Ballkamp

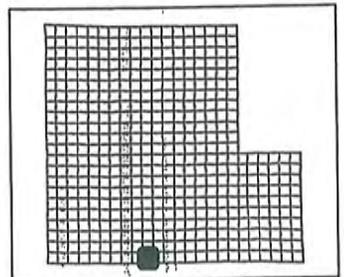
379468



**USDA** U.S. Dept. of Agriculture  
Farm Service Agency

# Minnesota Isanti County 22-34-24 West Athens

- Wetlands
- CLU Field Boundary
- Tract Boundary
- Section Lines



USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or the 2003 ortho rectified imagery for Minnesota. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside of FSA Programs.

May 16, 2005

CITY OF ST. FRANCIS

AGRICULTURAL LAND FOR LEASE

The city of St. Francis will consider bids to lease 183 acres of City owned land for agricultural purposes for up to three years. Interested parties should stop by City Hall, 23340 Cree Street NW, St. Francis for a more detail list of bid requirements. The city of St. Francis will consider bids until 3:00 pm on November 20, 2008. The City may reject all bids at any time.

Barbara I. Held  
City Clerk

City of St. Francis  
St. Francis, MN  
Anoka County

The City of St. Francis will consider bids to lease 183.55 acres of City owned land located at Sect-22 Twp-034 Range-024 SE/4 FCT & E/2 of SW/4 (Aerial photo attached) for agricultural purposes for up to three years. The bidding process will occur on November 20, 2008 at 3:00 p.m. at the St. Francis City Hall, located at 23340 Cree Street N.W.

Individuals or entities interested in providing a bid will be required to appear at that time and will be required to produce a ten thousand dollar cashier's check to the City as proof of financial capability to meet the lease terms. The individuals or entities must also indicate years of experience in growing crops. Unsuccessful bidders will have their cashier's check returned to them following the bidding process. Eligible bidders will then be permitted to engage in an open process. The City will then present the highest bidder to the City Council for consideration. The City may reject all bids at any time.

The successful application will be required to enter into a written lease agreement that must include payment of an amount equal to one-half of the annual lease amount prior to the City permitting the land to be used for agricultural purposes, identify the agricultural use (crop), provide evidence of insurance and sign a release of claims, waiver of rights for the individual or entity leasing the parcel. Upon providing the required documentation and entering into the lease, the successful bidder's cashier's check will be returned to the bidder.

In the event you have any questions, please contact Matt Hylan at 763-753-2301.



**EMBARGO**

11:00 a.m.

Monday, January 23, 2012

**Contact:** Stephanie Devitt, Himle Rapp & Co.  
Direct: (612) 843-4530  
stephaniedevitt@himlerapp.com

## **MINNESOTA LOCAL GOVERNMENTS CALL ON STATE LEADERS FOR PARTNERSHIP, FLEXIBILITY IN PUBLIC SERVICE REDESIGN**

*New Report Shows Redesign and Collaboration Among  
Cities, Counties and School Districts Underway Statewide*

**Saint Paul, Minn.** – Today at a Capitol press conference, representatives from the Association of Minnesota Counties (AMC), League of Minnesota Cities (LMC) and the Minnesota School Boards Association (MSBA) called on Minnesota’s state leaders to grant local governments the flexibility needed to continue and expand public service redesign efforts across the state. Local leaders also urged state leaders to join them in committing to redesign as a central strategy for addressing the state’s long-term, structural budget deficit and commended the growing interest in redesign among legislators and Administration.

At the press conference, the three associations released a joint report, “Focus on Outcomes: Redesigning Minnesota’s Local Governments,” which chronicles the redesign ideas being implemented statewide, barriers local governments face in redesign and opportunities to encourage greater cross-sector collaboration among Minnesota’s state and local governments. The report is based on the perspectives of more than 400 city, county and school district leaders gathered at a series of six Local Government Innovation Forums. The events were held in Rochester, Hibbing, Bemidji, Marshall, Waite Park and Eagan throughout November 2011.

The association leaders were joined at the press conference by a bi-partisan and bi-cameral group of legislators including Reps. Carol McFarlane (R-White Bear Lake), Paul Marquart (D-Dilworth), Diane Loeffler (D-Minneapolis) and Dean Urdahl (R-Grove City), co-chairs of the House Redesign Caucus. The Caucus was a key supporter of the Innovation Forums. Sens. John Carlson (R-Bemidji), Terri Bonoff (D-Minnetonka) and Michelle Benson (R-Ham Lake) also joined the press conference to demonstrate their support for increased local government flexibility.

“Cities, counties and school boards all understand that, despite our November forecast, our long-term financial picture for state and local governments is grim,” said Randy Maluchnik, Carver County Commissioner and president of the AMC. “The way we do business is going to have to change if we’re going to protect the outcomes Minnesotans expect from public services and offer taxpayers real cost savings. Today we’re calling on state leaders to join us as partners in this important conversation. We need the flexibility to innovate, not just the handcuffs of decreased funding, if we’re going to make redesign a reality.”

AMC is currently advancing the Minnesota Accountable Government Innovation and Collaboration Act, or MAGIC Act, in 2012 as one example of how state and local government can work together to support increased flexibility and foster redesign. The bill passed the Senate in 2011, and is being sponsored by Reps. McFarlane, Marquart, Urdahl and Loeffler in the House of Representatives this session.

--MORE--

In addition to the MAGIC Act, the report offered six recommendations for state and local governments and redesign advocates to consider moving forward:

1. Minnesota's state government officials should work with local government officials to provide more flexibility, allowing for innovation.
2. State and local government leaders should create opportunities to strengthen their partnership.
3. The Minnesota House Redesign Caucus and its Senate counterpart should thoroughly examine the innovations and redesign ideas offered at the Forums and look for opportunities for additional state-local collaboration.
4. A statewide task force outside of government should be created to help strategically guide local government innovation and redesign efforts in Minnesota.
5. Funding should be secured from the Legislature to assist local governments with implementing innovative redesigns with a high potential for replication and long-term cost savings.
6. A statewide plan articulating a vision for government services and defining state and local outcomes should be created.

"At the League, we have a database of local government innovations big and small that numbers over 1,000, so redesign is an idea that cities have pursued for some time," said Jim Miller, executive director of LMC. "These events showed that not just cities, but also counties and school districts, are deeply interested in working together across jurisdictions to find new ways to provide public services, preserve outcomes and respond to our financial realities. If we are not given the flexibility to innovate we will not survive cuts and other impactful changes from the state. I hope that this report will compel our state leaders to give us the tools we need to pursue even more comprehensive local redesigns."

"School districts, cities and counties are eager to explore new ways to continue working together and to redesign how we deliver essential services," added Mahtomedi School Board Member Kevin Donovan. "But that means we also need help from our state leaders to succeed. Dollars are important, but our even more essential need is for state leaders to allow us the freedom to be our own research and development departments – to explore, to learn and to innovate."

The six Forums were hosted by AMC, LMC and the MSBA in partnership with the Minnesota House Redesign Caucus and InCommons. The events were sponsored by the Bush Foundation with additional support from its partners in Beyond the Bottom Line, a partnership of six leading foundations committed to supporting redesign and innovation for outcomes in Minnesota.

"Redesigning government will not be an easy task but, above all, the Local Government Innovation Forums showed that each local redesign – no matter how unique – starts with building relationships and developing a shared vision across jurisdictions," said Rep. McFarlane. "I hope that my colleagues in the Redesign Caucus and across the legislature will see these Forums and the work that continues to blossom from them as evidence of the need to reach out, work with our local governments, and give them the tools to do the hard work of redesign."

"What we have learned from local government leaders is that there is a genuine enthusiasm for collaboration and rethinking how we deliver public services," noted Bush Foundation Board Chair Jan Malcolm. "We believe the best solutions will come from local people armed with solid information and an appetite for seeking new partnerships. If our government leaders are thoughtful about redesign, both improving public service outcomes and saving taxpayer dollars are within reach."

To access the full report and more information about local government redesign efforts, as well as to view videos that encapsulate ideas that emerged from the events, go to [www.lmc.org](http://www.lmc.org), [www.mncounties.org/redesign](http://www.mncounties.org/redesign), or <http://bit.ly/msbagovernmentalrelations>.

—MORE—

*The Association of Minnesota Counties (AMC) is a voluntary, nonpartisan statewide organization that has assisted the state's 87 counties in providing effective county governance to the people of Minnesota since 1909. The association works closely with the legislative and administrative branches of government in seeing that legislation and policies favorable to counties are enacted. AMC also provides educational programs, training, research and communications for county officials.*

*League of Minnesota Cities (LMC) is a membership organization dedicated to promoting excellence in local government. The League serves its more than 830 member cities through advocacy, education and training, policy development, risk management and other services.*

*Minnesota School Boards Association (MSBA) supports, promotes and enhances the work of public school boards and public education in Minnesota. MSBA was formed in 1920 and is the nation's eighth-oldest school boards association. MSBA represents 336 traditional public school districts in the state.*

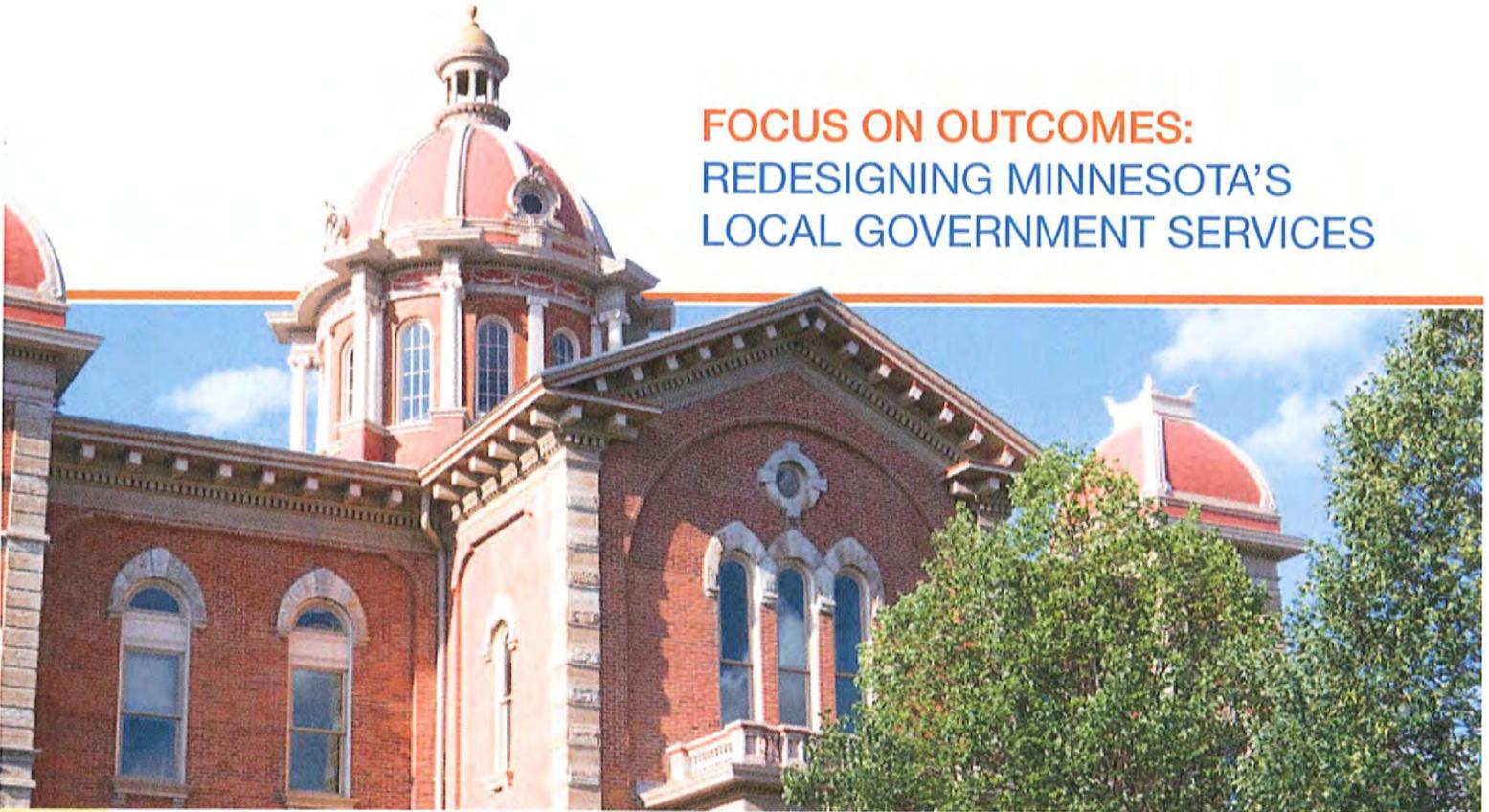
*InCommons is a new and growing community-based initiative that connects Minnesotans – face-to-face and online – so they can find and share credible tools, knowledge and resources to solve problems. It's based on the idea that lessons learned in one community become starting points for communities and individuals addressing similar issues in other towns and cities in Minnesota.*

*Minnesota House of Representatives Redesign Caucus was established as a bipartisan collaborative vehicle for legislators, community groups, public, private and nonprofit organizations and citizens to come together and improve Minnesota government. It strives to discover, encourage and implement the best ideas and innovations in the area of public sector redesign.*

*The mission of the **Bush Foundation** is to be a catalyst for the courageous leadership necessary to create sustainable solutions to tough public problems and ensure community vitality. The Foundation was established in 1953 by 3M executive Archibald Bush and his wife, Edyth, and today works in communities across Minnesota, North Dakota, South Dakota and the 23 Native nations that share that same geographic area. For more information, visit [www.BushFoundation.org](http://www.BushFoundation.org)*

###

# FOCUS ON OUTCOMES: REDESIGNING MINNESOTA'S LOCAL GOVERNMENT SERVICES



Ideas generated from the 2011 local government innovation forums



# CONTENTS

**Introduction** ..... 2

**Key principles for effective redesign of local government** ..... 4

**Lessons from the local government innovation forums** ..... 6

**Conclusion and recommendations** ..... 10

Dear Friends,

Minnesota is known as the land of 10,000 lakes, but could just as easily be known as the land of 10,000 ideas. For generations, our state has been a national leader in innovative public service delivery because we're willing to work together across geographies and jurisdictions to find the best possible solutions for our citizens.

From the beginning, our local units of government have been at the front lines of Minnesota's culture of innovation in public services. We've gone from more than 8,000 school districts decades ago to 336 districts today as our schools revised their delivery models to meet modern education needs. We've entered shared service agreements across cities, counties and school districts for everything from police services to information technology and financial management. No matter the issue, our local leaders have demonstrated the creativity needed to make government work for Minnesotans.

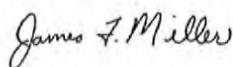
Today our state is facing a "new normal" – with an increasingly aging population, growing public service needs, a changing workforce and a shrinking base of taxpayers – and these circumstances are calling us to innovate again.

And our members are rising to the challenge. In November 2011 we brought together more than 400 of our members – city council members and administrators, county administrators and county commissioners, superintendents and school board members – to do just that. Across six meetings, some of Minnesota's most passionate and innovative local leaders came together to share their experiences with redesign and to explore new opportunities to work together across jurisdictions. They shared stories of what's working in their communities, and they shared their hopes for their community's future.

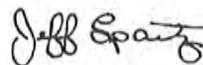
We left these meetings with three critical lessons:

- 1 Redesign is facing some barriers to change.** Changing the way services are managed or delivered is never easy, and it hasn't been for our local leaders working to redesign services in their communities.
- 2 Leaders agree that five essential elements are needed to redesign local governments.** Barriers are not permanent obstacles, and many local leaders have moved past them.
- 3 Minnesota's local governments are ready to innovate. In fact, they're already doing it.** In Beltrami County, local government leaders have redesigned dozens of services from natural resource management to workforce training and more. A consortium of schools in Northeastern Minnesota is joining technology and sharing teachers to offer first-class electives in the state's most rural stretches. Cities in Dakota County collaborated with the county and consolidated the 911 public safety dispatch services.

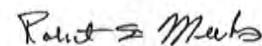
In the pages that follow, we dive deeper into these important lessons to offer a picture of our members' experiences, exasperations and aspirations for redesign. These forums offered us outstanding lessons about the potential of collaboration and redesign for our members. Now we hope that our state leaders will join us in providing our members with the flexibility and support they need to see it through.



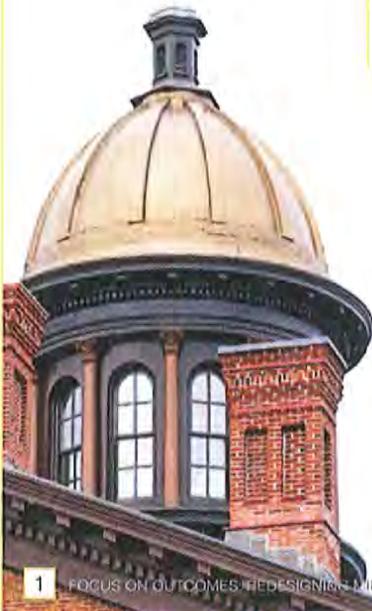
**Jim Miller**  
Executive Director  
League of Minnesota  
Cities



**Jeff Spartz**  
Executive Director  
Association of  
Minnesota Counties



**Bob Meeks**  
Executive Director  
Minnesota School  
Boards Association



# INTRODUCTION

## Planning for Minnesota's future

*In November 2011, six "Local Government Innovation Forums" were convened regionally across the state. The Innovation Forums brought together more than 400 city, county and school district leaders, including both elected and appointed officials to generate ideas about ways they could collaborate across jurisdictions for better public service delivery.*

Generally redesign and government innovation discussions have occurred only locally, regionally or within a specific jurisdiction — for example, cities and school districts within a county or two neighboring counties collaborating to share a program or service. These forums provided local government leaders an opportunity to meet and explore opportunities around local government redesign and innovation across the state, with a focus on cross-jurisdictional collaboration.

The Innovation Forums were hosted by the League of Minnesota Cities (LMC), the Association of Minnesota Counties (AMC) and the Minnesota School Boards Association (MSBA) in partnership with the Minnesota House of Representatives Redesign Caucus and InCommons, an effort of the Bush Foundation and its partners. The events offered local government leaders a unique opportunity to learn about the potential of redesign for their work, and to foster information and idea-sharing among a diverse group of leaders from across the region.



The Bush Foundation provided funding for these Innovation Forums with additional support provided by Beyond the Bottom Line, a partnership of the Bush Foundation, Minnesota Philanthropy

Partners (The Saint Paul Foundation and The Minnesota Community Foundation), Northwest Area Foundation, Blandin Foundation and The Minneapolis Foundation.

---

*"We need to define why we need the change while honoring the past. And doing that in such a way that the community understands why this is going to give a better product, why it is going to be a better service and what are the efficiencies that come about because we are going to do it differently." — BREANNA BLY, ROCHESTER SCHOOL BOARD MEMBER*

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### The innovation forums

Each regional forum featured equal representation from cities, counties and school districts. Local leaders were seated in small groups to intentionally encourage cross-jurisdictional conversations. Legislators, nonprofit and local government associations, and other key local redesign stakeholders were also invited to join the forums to learn from the ideas generated.

Relationship building was an essential focus of the meeting design – and a critical element to successful systems change. The Innovation Forums created spaces to build and strengthen relationships among local government leaders in order to better understand how they could work collectively to meet

the evolving needs of communities with anticipated fewer resources.

Forum participants were provided a baseline of information on population changes and economic factors – sometimes referred to as the "new normal" which are placing unprecedented pressures on government. After a short presentation, small groups of six to eight local government leaders engaged in a facilitated conversation

which focused on identifying 1) new ideas for shared public services, 2) barriers to redesign and innovation, and 3) the necessary elements to support change at the local level.

The report that follows is a synthesis of the ideas for and barriers to redesign, as well as the elements of change, offered in the Forums' facilitated discussions.

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*"We can't keep doing things the same way. We're running out of money, we're running out of young people... Times are changing and we need to redo what we do. It happens all of the time in the private sector and the public sector is coming along, too."*

— DAVE BARTHOLOMAY, MAYOR OF CIRCLE PINES

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# KEY PRINCIPLES

## Making the case for innovation and redesign

### The new normal

*Minnesota's state and local governments have faced growing budget deficits in recent years as they struggle to address the State's long-term, structural budget deficit. In particular, according to state demographer Tom Gillaspy, state and local budgets are facing several converging factors that stand to have a lasting impact on how public services are managed and delivered in the years to come. These factors include aging populations, an evolving economy and increasing service demands.*



#### **Aging population**

In the decade from 2011 to 2020, more Minnesotans will turn 65 than in the past 40 years combined, and even more Minnesotans will turn 65 in the decade that follows. The aging of Minnesota will place growing demands on public services from healthcare to transportation to housing and more.

#### **An evolving economy**

Experienced, but aging, Minnesotans are leaving the workforce for retirement while the very nature of our economy is transitioning from the Great Recession. As these high-earning employees leave the workforce, and tax rolls, to be replaced with younger, lower-earning workers, it's likely that the state's tax revenues could stagnate, as well.

#### **Increasing service demands**

The Great Recession combined with the state's aging public infrastructure is placing increased demands on public services from healthcare to road maintenance and repair and many more.

According to Gillaspy, local leaders have four possible responses to these challenges, two typical and two often unexpected:

- Cut government programs.
- Raise taxes.
- Increase economic growth. That is, equip our workforce to do more, be more productive and make Minnesota an economic leader.
- Increase government productivity. That is, redesign the way we deliver services to ensure the greatest possible outcomes for every tax dollar spent.

*"In the next decade Minnesota will see as many people turn 65 as we have had in the past four decades combined. And in the decade after this, we'll have even more. That's a significant shift, and it has significant implications for public services." — TOM GILLASPY, STATE DEMOGRAPHER*



## Key principles for effective redesign

*Forum participants offered dozens of ideas for redesign and innovation ranging from simple management alignment opportunities to complex, multi-jurisdictional program redesigns. Many of these ideas could be implemented without legislative approval, while others will require intentional partnerships with the state. Still, all ideas may not be good ideas and all good ideas may not make strategic sense for a local government, a region or the state.*

*The following key principles were established by the Beyond the Bottom Line funders as a tool to help state and local government leaders, nonprofits and citizens effectively evaluate the true potential of redesign ideas.*

### **1 Make strategic choices**

Prioritization is a critical element of government redesign, from assessing the highest public needs to evaluating the best way of providing services.

### **2 Innovate**

Governments need to think long-term with their budget challenges, and to be willing to toss out the old rules and try new program structures and delivery systems.

### **3 Deliver better outcomes**

Paying for processes and continuing with the current results won't be enough. Minnesotans want their government to get the greatest possible outcome for every tax dollar they spend.

# LESSONS

## Lessons from the local government innovation forums

### Redesign is facing some barriers to change

*These Innovation Forums generated a sense of collective thinking, and a shared vision that change is necessary and “doable.” Yet, throughout these conversations, local government leaders also offered observations about the barriers faced in pursuing redesign initiatives. Across the forums, five barriers to redesign consistently emerged from partners.*

#### **Process, not outcomes, drives services**

Above all, the most common barrier to redesign noted by Forum participants was the focus on process over outcomes. Elected leaders, in particular, cited both the nature of state funding streams and the process-oriented culture within state and local government systems. This culture limits innovation and rewards the status quo.

#### **Limiting beliefs**

Local leaders identified many behaviors, habits, and thinking that get in the way of working together in new ways. Several cited turf issues that exist across jurisdictions and the desire to protect one's own assets and ways of work; the small and big town rivalries that perpetuate negative stereotypes; and strong culture identities within communities that create a reluctance to collaborate.

#### **Eroding state-local relationships**

Several event participants explicitly noted feeling that the state-local government relationship has eroded

over recent years. Consequently trust is low and blame is high. These local government leaders are eager to see signs of cooperation from the state, and to find ways to work collaboratively on redesign.

#### **Focus on preventing liability**

Both fiscal and political liabilities were barriers noted by several Forum participants. For these participants, fiscal liability concerns are exemplified by the costs and complexities of liability insurance, which often spiral in cross-jurisdictional collaborations. Political blame and liability were also noted as key barriers to change. Administrators noted that exposé stories on a government program or activity gone awry foster a fear of innovation among government staff. Elected officials, on the



*“[Both state and local leaders] are all so afraid that we’ll all be caught in some kind of a failure, that we’ll let some mistake get past us, that [it seems like] we are spending 90 cents on controls for a dollar product.”*

— AMY CAUCUTT, OLMSTED COUNTY

other hand, noted constituents’ anxieties around proposed changes to service delivery, which often manifest themselves in calls of anger or even electoral defeat.

#### **Lack of a statewide plan**

Concern was raised by several participants over the evolving priorities at the state level which change as often as people in

*“There’s the identity issue, there’s turf, and there’s ego, and there’s the fear change. We’ve got to get people to understand that we’ve got to change to stay alive.” — JO EMERSON, MAYOR OF WHITE BEAR LAKE*

office change. Local leaders were concerned that, without a statewide vision, priorities would continue to shift and local governments' redesigns of one year could be based on funds or policies undone the next. These leaders expressed frustration with the frequent and sharp changes in Minnesota's policy and funding directions, which in turn limit local governments' ability to

*"Folks, we all have to start working together to solve each others problems. County commissioners, cities, school boards, townships, we all have to start working together because the fieldoms – no one wins."*

— ROGER SKRABA, ELY MAYOR

make the long-term decisions and investments required of thoughtful redesign. A statewide plan outlining

shared goals and outcomes was identified as important in guiding government redesign efforts.

## Five essential elements are needed to redesign local governments

*Ideas alone are not enough to ensure success, particularly in light of the barriers shared by Innovation Forum participants. Still, Minnesota's local government leaders are dedicated and optimistic. Despite the barriers to redesign, participants also offered their ideas and expertise on the five elements – ideas, behaviors and attitudes – needed to work past barriers and successfully implement local redesign ideas big and small.*



### 1 Embrace change

Creating new public service systems, structures and delivery models is no easy feat. Seeding transformative redesign in and among Minnesota's local governments must begin with courageous local and state government leaders willing to take on this essential challenge. Across the Forums, local leaders shared an understanding for their essential role in fostering change – and an ambition to rise to the challenge.

### 2 Commitment to innovation

Yesterday's solutions simply can't solve tomorrow's problems. Local government leaders recognize this fact, and several noted that a shared commitment and vision among leaders – both state and local – to investigating new approaches and rethinking old structures is essential. This type of committed leadership is integral to success.

### 3 Focus on better outcomes

Cutting costs alone is not reform or redesign. Instead, quality redesigns should begin with a clear definition of the desired outcomes from the program, and those outcomes must serve as a guide throughout the redesign process. Minnesotans value our high-quality state and local public services, and Forum participants believe that the outcomes of those services should be at the forefront of any redesign.

### 4 Frequent communication among stakeholders

The process of implementing a redesign is typically long and change is often difficult. Local government leaders have found that success ultimately requires constant communications between city/county/school elected officials, staff and constituents about three key themes: why redesign is needed, what is being changed and how the

constituents will be impacted. Without this communication, participants believe their constituents and stakeholders can become frustrated or feel lost within the process.

### 5 Patience and Perseverance

Redesign, by its very nature, is not neat or easy. Some new ideas may not produce the outcomes planned; others may take years to generate significant cost savings. Local leaders who attended the Forums recognize this fact, and they believe that successful redesign efforts help constituents, staffs and other stakeholders understand it, too.

With these essential elements in place, Minnesota's local government leaders have proven redesigns are possible across the state when they protect public service outcomes and save taxpayer dollars.

*"There's definitely a willingness among local units of government to work together. At the legislature, they need to know that there are people in local government that want to work together, and I think that message needs to go out to our stakeholders at the local level, too." — KEVIN DONOVAN, MAHTOMEDI SCHOOL BOARD*



*“The idea of communication with the public [was a major opportunity that came up]. Get the public in the side of why we need to redesign, the needs that they want, meeting those needs but understanding that resources are limited. We need to have these collaborations.”*

— PAUL HETLAND, CITY ADMINISTRATOR, COLD SPRINGS

## Minnesota’s local leaders have ideas for innovation

*Beyond barriers and elements of change, the Local Government Innovation Forums were about giving the state’s local government leaders a chance to come together and share ideas for how to best collaborate. Throughout the six meetings, local leaders offered hundreds of ideas to make public service delivery more efficient and cost effective while preserving program outcomes – from small process changes to full-scale program overhauls. Ultimately, the greatest opportunities for redesign and innovation fell into six key categories: Health and human services; Children, youth & education; Transportation; Public safety; Administration and management; and Government boundaries and structures.*

All of these ideas will require thorough examination by local and state government leaders to assess their viability but present a foundation for continued discussion.

### Health and human services

Health and Human Services range from public health nursing to medical assistance for the state’s most needy citizens; and from food

stamps and housing supports to flu shot delivery and restaurant health inspections. Many of the local leaders who attended the Innovation Forums are looking for ways to redesign the delivery of these services by creating single points of contact, streamlining program paperwork, and otherwise managing the needs of citizens requiring human services. Ideas explored by participants aim to make services more accessible and user-friendly for citizens while lowering costs and improving program outcomes.

- *Redesign public health and/or human service departments to focus on outcomes and consolidate administrative functions regionally.*
- *Create publicly funded health care purchasing pools to provide health care coverage for citizens and employees.*
- *Combine health care services in schools with county or city public health services.*
- *Combine social workers functions in schools and counties.*

*“Right now we’re working with other school districts in Itasca County and the region in Deerwood, Nashwauk-Keewatin, Floodwood, Hill City, Greenway, and Northland Community School. We’re linking via technology and together we’re sharing teachers and courses. Our students are getting electives and opportunities that a lot of large school districts in the Metro don’t offer because we’ve worked together and used technology to do more with what we have.”*

— JOE SILKO, SUPERINTENDENT, GRAND RAPIDS



### Example of innovation around health care:

Prime West is a model of county-based purchasing. County-based purchasing is a vehicle by which counties bring medical services to people on public assistance. County-based services brings cost efficiencies that stand alone counties can’t access.

— Example provided during Waite Park Forum

### Children, youth & education

Education and learning are key services for all Minnesota communities, and they were a key topic of discussion at the Innovation Forums. Above all, local government leaders voiced a strong desire to see every Minnesota child receive a top-notch education. For these

leaders, redesign and innovation ultimately aim to both channel more dollars and opportunities into the classroom and streamline duplicative programs (e.g. library services) to concentrate resources on providing optimal services. Several redesign ideas were generated encouraging both flexibility and a holistic approach to preparing young people to lead in their communities and to move on to higher education. For example:

- Increase *flexible learning options to students*, their families, and community members at large.
- Engage community partners to provide *early education and after school or summer learning and enrichment programs*.
- *Consolidate library services* across jurisdictions, e.g. schools, cities and counties.

## Transportation

Minnesota's roads involve a myriad of ownership and maintenance responsibilities, with townships, cities, counties, the state, and Minnesota's sovereign nations each maintaining their own stretches – and the staff, budgets and maintenance equipment needed to support those roads. Other public entities are involved in providing transportation services like school and senior citizen bussing services. In their entirety, transportation services are often overlapped, complex, and local leaders believe they are ripe for redesign. Some ideas for innovation and collaboration raised in the Forums aim to reduce costs and duplication, while others provided new ways of meeting constituent needs using existing resources. For example:

- *Share snowplowing equipment or coordinate plowing services* among cities, counties, school districts and the state.
- *Use school busses to meet larger transportation needs in communities*, e.g. transport

seniors to community centers or hubs for medical appointments or to purchase food or to engage in social activities.

- *Engage in co-operative fuel purchasing* among cities, counties and school districts to reduce costs and eliminate paying taxes on fuel.

### Example of innovation around safety:

"We have a great example of a citizen centric model (of law enforcement) in the city of Blackduck. And how the county works with the city council in Blackduck: Basically they have a police officer and you can't tell if it's a city or a county officer because it's that blended, but it's an example of that citizen-centric approach."

— Tony Murphy,  
Beltrami County Administrator

## Public safety

There is already great coordination among public safety and law enforcement agencies, especially around emergencies. However, several participants also noted additional opportunities for collaboration.

- *Create public safety districts and share police, fire and ambulance services*. Regional public safety districts could create efficiencies in service delivery and potentially save resources through cross training of all emergency services.
- *Create new law enforcement models* by consolidating the number of public safety authorities.

## Administration and management

From financial management staff to technology tools and resources, Minnesota's local governments all rely on several core operational

functions that, often times, can be shared across jurisdictions to save time and dollars. In each forum, participants offered numerous ideas for streamlined administrative and management functions, including:

- *Share information technology, human resources functions and/or financial management services* across jurisdictions or with groups of cities, counties or school districts.
- *Share facilities* to create opportunities to co-locate services.
- *Utilize non-profit organizations to increase service delivery*.
- *Collaborate to address constraints of Minnesota's Data Privacy Laws*, which limit data sharing across jurisdictions.

## Government boundaries and structures

Local government participants noted the existing boundaries sometimes created artificial barriers. Participants stated they were interested in ensuring citizens received high quality services, and believed government boundaries and structures should not be the limiting factor in delivering high quality services.

- *Explore opportunities to consolidation school districts, cities, counties and other jurisdictions* to maximize public service delivery and administrative savings.
- *Consolidate duties within and/or across jurisdictions* to eliminate redundancy and gain administrative cost savings.

# CONCLUSIONS & RECOMMENDATIONS

## Flexibility is required to move ideas into action

*Minnesota is changing. It is essential that local and state government leaders engage the general public and their stakeholders in serious conversations about the possible responses to these changes.*

Through the events and everyday actions local government leaders are acknowledging the importance of redesigning public services. They have generated numerous ideas around innovation and redesign. And they are ready to partner with their state colleagues. The time to act is now.

The following recommendations aim to support the ideas generated during the forums and continue the courageous conversations that took place across the state. The recommendations provide suggestions for addressing the long-term needs of citizens and communities. They also provide local and state government leaders highly visible “wins” that will encourage future actions and build trust.

Above all, the Forums have demonstrated that Minnesota’s local government leaders are eager to pursue public service redesigns that save costs and provide the outcomes that Minnesotans expect. However, pursuing these redesigns will take patience, flexibility and support from our state leaders, our associations, and our constituents. In particular, the League of Minnesota Cities, Association of Minnesota Counties and the Minnesota School Boards Association offer the following recommendations:

**1 Minnesota’s state government officials should work with local government officials to provide more flexibility, allowing for innovation.** Too many state policies outline how services should be delivered and do not focus on the outcomes of delivering services.

**2 State and local government leaders should create opportunities to strengthen their partnerships.** This will increase state and local government leaders’ understanding of each other’s responsibilities, barriers and possibilities – enhancing collaborative opportunities.

**3 The Minnesota Accountable Government and Collaborative (MAGIC) Act should be passed.** This is an important tool that allows counties to test ways of providing services. Experiments or pilots will take place over a period of three years around service delivery.

**4 Minnesota’s House Redesign Caucus and its Senate counterpart should thoroughly examine the innovations and redesign ideas generated during the Forums, and**

make recommendations to the appropriate House and Senate Committees for further exploration with local government leaders.

**5 Funding from the legislature to assist local units of government implementing innovative ideas should be secured.** Flexible funding is necessary as local units of government seek to make changes.

**6 A statewide task force should be created to help strategically guide local government innovation and redesign efforts in Minnesota.** This task force would help coordinate redesign efforts and provide strategic advice as key experts and stakeholders.

**7 A statewide plan articulating a vision for government services and defining state and local outcomes should be created.** A plan and shared set of outcomes will ensure priorities are consistently being addressed and public resources are working for citizens.

