

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

May 21, 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 – May 7, 2012
 - b. Authorization to hire Part Time Liquor Store Applicants Erin Mulcahy and Lisa Bauer
 - c. Authorization to hire Full Time Public Works Applicant David Thelen
 - d. Accept the Resignation of Public Works Employee Dave Tucker
 - e. Authorization to fill the vacant Public Works Position
 - f. Acknowledging the Matching DNR Grant Request for the Fire Department
 - g. Ratifying the General Laborer's Union Local 563 Contract for 2012-2014
 - h. Pay Estimate No. 6 from Amcon Construction Management for Gopher State Contractors Inc., SCR Inc.-St Cloud, McDowall Company, Electrical Solutions, Inc., North Metro Asphalt and Contracting, New Look Contracting, Classic Construction, Central Minnesota Fabricating, and Greystone Construction Company
 - i. Authorization to hire an Administrative Intern
 - j. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a. Abdo, Eick and Meyers: 2011 Annual Audit Report
7. Ordinances & Resolutions:
 - a. Resolution 2012-15: Adopting 2012 Pay Plan for Non-Organized Employees
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Fire:
 - Public Works: Regular Part Time Employees
 - Authorization to Purchase a Ball Field Groomer
 - Liquor Store:
 - Police:
 - City Administrator: Phone System Discussion
 - Building Official Employment Agreement
 - Nowthen Building Inspection Contract Update
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

May 16: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
May 21: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
May 21: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
May 28: City Offices Closed in Observance of Memorial Day
June 4: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
June 8-10: PIONEER DAYS
June 16: Mayor's Motorcycle Ride
June 18: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm

TO: Mayor & City Council
FROM: Matthew L. Hylan, *Matt* (BH)
City Administrator
RE: Agenda Memorandum – May 21, 2012 Meeting

Agenda Items:

4. Consent Agenda:

- f. DNR Matching Grant Opportunity:* Included in the packet is an agenda report from Fire Chief Kapler regarding a Grant opportunity to help with the cost of purchasing a trailer for the UTV.
- h. Pay Estimate #6 Police/PW Building Project:* Attached is Pay Estimate #6 in the amount of \$876,530.
- i. City Administration Intern:* At the last council meeting I discussed the possibility of hiring an administrative intern who is currently a Graduate student at Hamline who desires to someday become a city administrator. I recommend hiring Christopher Mickelson for up to 6 months at the rate of \$10 per hour. This will provide him some gas money to commute from St. Paul and we should receive excellent work for a reasonable price. We will pay for this out of the part-time administration and other part time budgets, depending on the projects.

6. Petitions, Requests, Applications:

- a. Annual Audit Report:* Our City Auditor will be present to give their annual presentation on the 2011 Audit.

7. Ordinances & Resolutions:

- a. Resolution 2012-15:* Resolution 2012-15 adopts the 2012 pay plan for non-organized employees and sets the general city health insurance stipend.

8. Reports:

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

Fire:

Public Works: Regular Part time Employees: Public Works Director has provided an agenda report regarding part time positions.

Purchase of a Ball Field Groomer: Public Works Director include an agenda report regarding the purchase of a Ball Field Groomer.

Liquor Store:

Police:

City Administrator: Building Official Employment Agreement: The City Attorney and I are making the final adjustments to an employment agreement for our part time Building Official to become generally a full-time employee based on an anticipated contract to provide Building Official services to the City of Nowthen.

Nowthen Building Inspection Contract Update: Currently the draft contract, prepared by Mr. Lepak, has been submitted to the City of Nowthen. They appointed two Council reps to review the contract and are authorized to sign it. IF they approve the contract, we will bring the contract to the Council meeting for consideration.

11. Old Business

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

CITY COUNCIL MINUTES

MAY 7, 2012

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 p m.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Jeff Sandoval, Tim Brown, Steve Kane and Chris McClish. Also present were City Attorney Scott Lepak (Barna, Guzy and Steffen, Ltd) City Engineer Jared Voge (Bolton & Menk, Inc.), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, City Administrator Matt Hysten and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND KANE TO ADOPT THE MAY 7, 2012 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** Hysten asked to have 4e removed from the Consent Agenda. MOTION BY BROWN SECOND SANDAVOL TO APPROVE THE MAY 7, 2012, CITY COUNCIL CONSENT AGENDA-F and G AS FOLLOWS:
 - a. Approve the City Council Minutes of April 16, 2012.
 - b. Receive and File the draft Upper Rum River management Minutes for May 1, 2012 and budgets for the URRWMO.
 - c. Approve the Kickball Tournament at Community Park, May 19, 2012 put on by Billy's Neighborhood Bar and Grill using their Caterer's Permit for Liquor.
 - d. Approve the Temporary 3.2 Permit for the St. Francis Lions Club in Community Park for Pioneer Days June 9 and 10, 2012.
 - e. ~~Approve the License Agreement for Access to the Anoka County Star System.~~
 - f. Acknowledge the list of current St. Francis Police Reserve Officers Richard Johnson, William Newstrom, Chris Bulera, Alyssa Newbury, Jacob Maros, Erik Johnson, Britny Schmitz, Keith Eickhoff, Christopher Sinclair, Kurt Greene, Chase Hedges, and Joseph Edsall.
 - g. Acknowledging the Application for a One-Day Exempt Permit for the St. Francis Youth Hockey Association with no waiting period for January 1, 2013 at 23340 Cree Street NW.
 - h. Approve the Payment of Claims for \$336,847.66 (Check Number 63552-63643 \$247,068.81 and ACH Debit 32E-33E \$89,778.85).Motion carried 5-0.
- 4e. **License Agreement for Access to the Anoka County Star System:** Hysten stated the reason for removing this from the consent agenda was for our city attorney to have more time to review the term of the contract. This is a contract the City would like to enter into with Anoka County. Lepak reported this agreement can be approved subject to review and approval by City Attorney.

MOTION BY KANE SECOND BROWN TO APPROVE THE LICENSE AGREEMENT FOR ACCESS TO ANOKA COUNTY STAR SYSTEM SUBJECT TO REVIEW AND APPROVAL BY CITY ATTORNEY. Motion carried 5-0.

5. **Meeting Open to the Public:** None.

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

a. **St. Francis Jaycees Dance Permit in Community Park for Pioneer Days June 8 and 9, 2012:** MOTION BY KANE SECOND SANDOVAL TO APPROVE THE ST. FRANCIS JAYCEES DANCE PERMIT IN COMMUNITY PARK FOR PIONEER DAYS JUNE 8 AND 9, 2012. Motion carried 5-0.

b. **Patriot Lanes Dance Permit at 3085 Bridge Street for Pioneer Days June 8 and 9, 2012:** MOTION BY SANDOVAL SECOND McCLISH TO APPROVE THE DANCE PERMIT FOR THE PATRIOT LANES DANCE PERMIT AT 3085 BRIDGE STREET FOR PIONEER DAYS JUNE 8, AND 9, 2012. Sandoval glad to see the Mr. Zacher has a verbal agreement from American Legion and a written agreement with St. Francis Foods but what about the foot traffic from the St. Francis Foods. City Council had discussion with the Police Chief on the pedestrian traffic concern. Motion carried 5-0.

7. **Ordinances & Resolution:**

a. **Resolution 2012-11: Denying an Ordinance Amendment and Conditional Use Permit request to Allow for an Accessory Clinic to Operate at the St. Francis High School located at 3325 Bridge Street NW:** Tveit stated at the last city council meeting we addressed this issue and the ordinance did not pass. City Attorney Lepak reported this resolution is stating the reasoning in writing why the ordinance was not approved. MOTION BY TVEIT SECOND SANDOVAL ADOPTING RESOLUTION 2012-11 A RESOLUTION DENYING AN ORDINANCE AMENDMENT AND CONDITIONAL USE PERMIT REQUEST TO ALLOW FOR AN ACCESSORY CLINIC TO OPERATE AT THE ST. FRANCIS HIGH SCHOOL LOCATED AT 3325 BRIDGE STREET NW Motion carried 4-0. Kane abstained.

b. **Resolution 2012-12: Joint Fire Study Group-Continue Efforts Towards a Shared Fire Service:** MOTION BY SANDOVAL SECOND BROWN TO ADOPT RESOLUTION 2012-12 A RESOLUTION TO CONTINUE EFFORTS TOWARDS A SHARED FIRE SERVICE. Motion carried 5-0.

c. **Resolution 2012-13: Proclaiming May 6 through May 12, 2012 as “Drinking Water Week 2012”:** MOTION BY McCLISH SECOND KANE TO ADOPT RESOLUTION 2012-13 A RESOLUTION PROCLAIMING MAY 6 THROUGH MAY 12, 2012 AS “DRINKING WATER WEEK 2012”. Motion carried 5-0.

d. **Resolution 2012-14: Proclaiming May 20 through May 26, 2012 as “Public Works Week 2012”:** MOTION BY SANDOVAL SECOND BROWN TO ADOPT RESOLUTION 2012-14 PROCLAIMING MAY 20 THROUGH MAY 26, 2012 AS “PUBLIC WORKS WEEK 2012”. Motion carried 5-0.

8. **Reports of Consultants & Staff Members:**

a. **Engineer: Hwy 47 and Pederson Drive Pedestrian Flasher System Discussion:** Voge reported that staff, a couple council members, and representatives from the school district met with MnDOT regarding the pedestrian concerns at Hwy 47 and Pederson Drive. We went out to view the intersection when the middle school’s day ended. Nothing was decided on at this meeting but one option to potentially explore is a flashing system where the lights would

cantilever over the intersection. MnDOT will look to see if there is any potential funding for a project like this but there is no guarantee. The school district and city will more than likely fund the project and someone will need to take the lead on the project. Voge said due to the working relationship with MnDOT; staff and I are recommending the City take the lead on the project. Tveit stated he and Sandoval attended this meeting and I was impressed with the support of staff. MOTION BY TVEIT SECOND SANDOVAL FOR THE CITY TO TAKE THE LEAD WHILE WORKING WITH THE SCHOOL ON THE PEDERSON DRIVE AND HWY 47 PEDESTRIAN PROJECT. Motion carried 5-0.

b. Attorney: 1) Closed Meeting to discuss Labor Negotiation Strategy Pursuant to MN Statute 13D.03: MOTION BY TVEIT SECOND SANDOVAL TO GO INTO A CLOSED SESSION AT 6:23 PM TO DISCUSS LABOR NEGOTIATIONS STRATEGY PURSUANT TO MN STATUTED 13D.03. Motion carried 5-0. The City Council was back in session at 6:37 pm. Lepak said there is no action to report.

2) Consideration of Collective Bargaining Agreement for Public Works Employees: Also no action to report. Hopefully, we will have something for the next meeting.

c. Staff: Fire Department:

Public Works: Park Capital Improvement Plan Discussion: Teicher stated he did not write an agenda report for this. Due to the fact, we do not have a Park Commission I just wanted to remind the Council they are the acting Park Commission. There are a number of Park Improvements that have been in the Capital Park Improvement Plan for a number of years. Do you want to sit down and discuss some priorities or do you want to send me some of your priorities. Sandoval asked for a list of items in the CIP from Teicher and then we can choose from that list. Teicher reminded the City Council the list of improvements are not totally mine. Some are from prior employees and councils, so if some of these are near and dear to someone and I don't list them as a top priority please remember that. General direction from the City Council is for Teicher to develop a priority of the existing list of improvements on the parks was already have. In the past, there was talk about selling some of the park property the City currently owns. There are some parcels the City cannot get rid of because they are dedicated as parkland. Sandoval stated Lepak gave the City Council a memorandum some time ago regarding disposing of park property.

Liquor Store:

Police Dept: Emergency Sirens: About a year ago, we did a review of our Civil Defense sirens. Outdoor sirens are for an outdoor alert. You need to go indoors and listen to your radio and/or watch your television for current weather conditions. If you do get calls regarding Civil Defense sirens please encourage them to purchase a weather radio.

City Administrator Report: League of MN Cites Board member: Hylen stated last year he applied for a LMC Board position and was appointed for a one-year term. Hylen asked the City Council if they had any objection in him applying this year for a three-year term. The City Council said they did not have any objection.

MN City Manager Conference: Last week I attended the conference and talked to some colleagues about the idea of interns. Hylen asked would the Council be interested in pursuing an intern. The City Council agreed to pursue the idea of an intern. I will bring back more information if there seems to be interest in the field.

Anoka County Elections: Many changes with elections are happening not only on the State level but also in Anoka County. The City did not have a choice this year in whether or not we will be conducting in-person absentee balloting services; unfortunately, this will be added cost to the City. In addition, Anoka County implemented new election software so all the cities can be consistent on the procedures and forms they are using. This will be good once up and running but the first year implementation is time consuming. I am sure more information will be forthcoming on changes whether it is with the State or County.

Building Inspection Discussion: Hylen said I have been having dialogue with the City of Nowthen regarding building inspections. We hired our own inspector at the beginning of this year. The city of Nowthen is looking at the possibility of contracting with our inspector. There needs to be more research done to make sure there are no employment issues. Hylen asked what your thoughts are. MOTION BY SANDOVAL SECOND McCLISH DIRECTING STAFF WORK WITH CITY ATTORNEY TO PREPARE A CONTRACT BETWEEN THE CITY OF ST FRANCIS AND NOWTHEN FOR BUILDING INSPECTION FOR LATER CITY COUNCIL RATIFICATION. Motion carried 5-0.

9. **Reports from Council Members:** Compliment staff on a good Recycling Day and would like to see Salvation Army be at our location.

Brown reported he will be gone the second meeting in June.

10. **Report from Mayor:** Last week I attend the URRWMO meeting. We did go over the budget. The Mayor's motorcycle ride on June 16, 2012 starting at Zylstra's in Elk River at noon ending in St. Francis.

11. **Old Business:** None.

12. **New Business:** None.

13. **Adjournment:** The City Council adjourned the meeting at 7:07 pm.

AGENDA REPORT

TO: City Administrator
FROM: Dean Kapler, Fire Chief
SUBJECT: DNR Grant Opportunity
DATE: May 17, 2012

INTRODUCTION

Staff is asking for authorization to apply for a grant through the MN DNR for the purchase of a new UTV trailer.

BACKGROUND

St Francis Public Works recently transferred a UTV to the fire department for use in wild land firefighting and also assisting with rescue's in difficult terrain. St Francis has recently received notice of a grant award for 50% of the cost of a trailer for the UTV through Centerpoint Energy. This grant is a 50-50 matching grant. Staff is proposing to apply for the remaining 50% cost of the trailer or \$1000. In other words the grant would be for \$1000.

RECOMMENDATION

Authorize staff to apply for the MN DNR grant in the amount of \$1000

BUDGET IMPACT

The remaining \$1000 will be paid through the fire department operational budget.

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Attachments:

1. None

CITY OF ST. FRANCIS

AND

THE LABORERS' DISTRICT COUNCIL
OF MINNESOTA AND NORTH DAKOTA
ON BEHALF OF CONSTRUCTION
AND GENERAL LABORERS'
UNION LOCAL 563

PUBLIC WORKS DEPARTMENT

TERM:

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

TABLE OF CONTENTS

DESCRIPTION	PAGE
Scope of Agreement.....	1
I. Recognition	1
II. Union Security	1
III. No Strike - No Lockout.....	2
IV. Grievance Procedure	3
V. Management Rights	5
VI. Savings Clause	6
VII. Sick Leave.....	6
VIII. Jury or Witness Duty.....	7
IX. Military Leave	7
X. Leaves of Absence	7
XI. Maternity	7
XII. Hours of Work.....	7
XIII. Holidays	8
XIV. Vacations.....	9
XV. Funeral Leave.....	10
XVI. Discipline	10
XVII. Wage Rate/Benefits.....	11
XVIII. Termination of Employment.....	12
XIX. Seniority	12
XX. Complete Agreement	13
XXI. Duration.....	13
Signatory Page	14
Appendix A	

SCOPE OF AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2012 by and between the City of St. Francis, hereinafter designated as the Employer, and the Laborers' District Council of Minnesota and North Dakota on behalf of Construction and General Laborers' Union Local 563 hereinafter designated as the Union.

WITNESSETH: That whereas the parties of this Agreement desire to promote harmonious relations between the Employer and its employees and have set forth herein the rates and schedule of wages, hours of employment and other conditions of employment.

In consideration of the mutual promises and agreement herein contained, it is agreed as follows:

ARTICLE I RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive bargaining representative of the EMPLOYEES of the City of St. Francis, in the unit certified by the Bureau of Mediation Services on March 28, 1996 and described as:

All maintenance employees of the City of St. Francis, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding confidential, supervisory, essential and all other employees.

ARTICLE II UNION SECURITY

2.1 Union Dues Payroll Deductions

- A. In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular Union initiation fees and monthly membership dues uniformly established by the Union from wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the Employer, in writing, the current amount of initiation fees and regular monthly membership dues which it has uniformly established for all members. Such deductions shall be canceled by the Employer upon a written request made by the involved employee to the Union with a copy to the appropriate departmental payroll office.
- B. In accordance with M.S. Sec. 179A.06, subd. 3, the employer shall, upon notification by the Union, deduct a fair share fee from all certified employees who are not members of the Union. The fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues or such amount

as may otherwise be allowable by law. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fees.

- C. The Employer shall deduct union dues and fair share fees each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.
- D. The Employer shall remit such membership dues and fair share fees deductions made pursuant to the provision of this section to the appropriate designated office of the Union within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whom those wages deductions were made, the amounts deducted and the names of the employees from whom deductions were not made.
- E. The Union agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Union.
- F. The Employer shall not enter into any agreements with the employees covered by this Agreement either individually or collectively or with any other employee organization which in any way conflicts with the terms and provisions of this Agreement. Further, the employer shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

ARTICLE III NO STRIKE - NO LOCKOUT

- 3.1 The Union, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment during the term of this Agreement.
- 3.2 The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, institute or condone any lockout of employees during the term of this Agreement.
- 3.3 Any employee who violates any provision of this article may be subject to disciplinary action, including discharge.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 This grievance procedure has been established to resolve any specific dispute arising between the employee(s) covered by this Agreement and the Employer concerning, and limited to, the proper interpretation or application of the express terms and provisions of this Agreement. An employee may also bring a grievance based on an alleged violation of the Americans with Disabilities Act. Such a dispute shall hereinafter be referred to as a grievance which shall be resolved in accordance with the provisions of the article. The Parties agree that this procedure is the sole and exclusive means of resolving all grievances arising under this Agreement. Grievances shall be resolved in the following manner:

A. Step 1 (Informal)

Any employee who believes the provisions of this Agreement have been violated may discuss the matter with his/her immediate supervisor as designated by the Employer in an effort to avoid a grievance and resolve any disputes. While employees are encouraged to utilize the provisions of this paragraph, nothing herein shall be construed as a limitation upon an employee or the employee's Union representative respecting the filing of the grievances at Step 2.

B. Step 2 (Formal)

If the grievance has not been avoided or the dispute resolved by the operation of Step 1 and the employee or the Union wishes to file a formal grievance, the employee, or the employee's Union representative on behalf of the employee, shall file a written grievance which has been signed by the employee, with the Public Works Director or with his or her designee. The grievance must be filed within 14 regular working days of the event which gave rise to the grievance or within 14 working days of the time the employee reasonably should have knowledge of the occurrence of the event, whichever is later. At the time the grievance is served upon Public Works Director, the Union shall provide the City Administrator with an information copy thereof. It shall be the obligation of the Employer to keep the Union advised of the name and location of the City Administrator.

The Public Works Director shall respond in writing to the Union, within thirty (30) calendar days after receipt of the grievance.

C. Step 3 (Notice of Intent to Arbitrate)

If the grievance has not been resolved, the Public Works Director's response at Step 2 and the Union intends to continue to pursue the grievance, the Union shall, within fourteen (14) regular working days after receipt of the Public Works

Director's response, refer the grievance to arbitration by so notifying, in writing, City Administrator of its intent.

The City Administrator or his/her designee and representative of the Union shall meet within thirty (30) calendar days of the date the Union filed its Notice of Intent to Arbitrate in an attempt to resolve the grievance within seven (7) calendar days after the date of such meeting, the Union may initiate the arbitration process as provided in Step 4.

D. Step 4 (Selection of the Arbitrator)

The Parties may mutually agree upon an arbitrator to hear and decide the dispute. If, however, the parties are unable to so agree, either of them may request the Bureau of Mediation Services, State of Minnesota to provide a list of seven (7) qualified Arbitrators. The Employer and the Union shall alternately strike names from the list until only one (1) name remains, and that person shall be the selected arbitrator. The Party to strike first shall be determined by the toss of a coin. The Arbitrator shall be notified of his/her selection by either of both Parties who shall request that he/she set a time and place for the arbitration hearing, subject to the availability of the Parties.

E. Authority of the Arbitrator

The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall be limited to the only specific written grievance submitted by the Employer and the Union, and shall have no authority to make a decision on any of the issues not so submitted. The Arbitrator shall submit a written decision, opinion and award within thirty (30) calendar days, following the close of the hearing or the submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension thereof. The decision opinion or award shall be based solely upon the Arbitrator's interpretation of the meaning or application to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding upon the employer, the Union and the employee it represents.

F. Arbitration Expenses

The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Union provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made provided it pays for the record and provides a copy thereof to the other Party and the Arbitrator.

G. Time Limits, Waiver and Automatic Advancement

The time limits established in this article may be extended by the mutual written agreement between the Employer and the Union. If a grievance is not presented within the specified time limits, it shall be considered resolved on the basis of the last answer provided and there shall be no further appeal or review. In the event the Employer does not respond within specified time limits, the grievance may advance, at the Unions' request, to the next step.

H. Election of Remedy

When an employee has elected to pursue a remedy by state or federal statute, for alleged misconduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to the grievance procedure contained herein. Any grievance then or thereafter presented shall not be processed and it shall be forever waived. Further, the Union agrees that it shall not pursue additional or different remedies once a matter has been resolved by the operation of the grievance procedure contained herein.

ARTICLE V
MANAGEMENT RIGHTS

- 5.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities. The prerogatives or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- 5.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of St. Francis in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- 5.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE VI
SAVINGS CLAUSE

- 6.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of St. Francis. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall be continued in full force and effect. The voided provisions shall be renegotiated at the request of either party.

ARTICLE VII
SICK LEAVE

- 7.1 Full-time employees are entitled to sick leave with pay at the rate of one (1) day for each calendar month of full-time service or major fraction thereof. Sick leave may be granted in units of not less than one hour. Unused sick leave may be accumulated in the same manner and to the same extent as is provided from time to time for the non-union employees of the City of St. Francis.
- 7.2 Sick leave may be granted to an employee not on personal leave when the employee is unable to perform work duties due to illness, disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties, childbirth or pregnancy disability.
- 7.3 In order to be eligible for sick leave with pay, an Employee must:
- a. Report by 8:00 a.m. to the Public Works Director the reason for the absence.
 - b. Keep the Public Works Director informed of his/her condition, and if the absence is more than three (3) days duration, submit a medical certificate if required by the City Administrator.
- 7.4 Using or claiming sick leave for a purpose not authorized by this Article may be cause for disciplinary action.
- 7.5 For the purpose of accumulating additional sick leave an employee using earned vacation time or sick leave is considered to be working.
- 7.6 During the six (6) month probationary period following an original appointment, an employee is not entitled to sick leave. After the end of the six (6) month probationary period, an employee is entitled to sick leave accrued from the start of the probationary period.

- 7.7 Temporary and part time employees are not entitled to sick leave unless they are participating in a program such as CETA in which the benefits are administered by the program sponsoring the employee.

ARTICLE VIII
JURY OR WITNESS DUTY

- 8.1 When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his regular pay and the amount received as a juror or witness.

ARTICLE IX
MILITARY LEAVE

- 9.1 Every employee to whom Minnesota Statutes, Section 192.26 or 192.261 applies is entitled to the benefits afforded by those sections subject to the conditions herein prescribed.

ARTICLE X
LEAVES OF ABSENCE

- 10.1 The Council may grant any permanent employee a leave of absence without pay for a period not exceeding ninety days except that it may extend such leaves to a maximum period of one year in case the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No vacation or sick leave benefits shall accrue during a leave of absence without pay.

ARTICLE XI
MATERNITY

- 11.1 The Council may grant any regular employee a maternity leave without pay for a period not exceeding ninety days except that it may extend such leaves to a maximum period of one year where extraordinary circumstances, in its judgment, warrant such extension. No vacation or sick leave benefits shall accrue during a maternity leave.

ARTICLE XII
HOURS OF WORK

- 12.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The Employer reserves the right to establish work schedules without regard to usual or traditional practices. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the right to establish work schedules.

- 12.2 All hours worked in excess of 40 hours in a one week work cycle shall be compensated for at the rate of time and one-half regular salary. For the purpose of this section vacation, sick leave and holidays shall be considered as time worked. For the purpose of computing overtime payment for working on holidays, a work shift shall be considered on a holiday if the shift begins on the actual holiday itself. (Example: 6:00 am to 2:00 p.m., 2:00 p.m. to 10:00 p.m. and 10:00 p.m. to 6:00 am shifts.) For any Employee called in to work other than during the scheduled work shift, a minimum of two (2) hours overtime shall be granted at the rate of one and one-half (1 1/2) times their base rate of pay.
- 12.3 Except as limited by Section 11.1 Work shifts, work breaks, staffing schedules and the assignment of Employees thereto shall be established by the Employer.
- 12.4 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this agreement, nor shall there be any pyramiding of premium compensation.

ARTICLE XIII
HOLIDAYS

- 13.1 The following calendar days and such others as the Council may fix are paid holidays:

- New Year's Day -- January 1
- Martin Luther King -- Third Monday in January
- President's Day -- Third Monday in February
- Memorial Day -- Last Monday in May
- Independence Day -- July 4
- Labor Day -- First Monday in September
- Columbus Day -- Second Monday in October
- Veteran's Day -- November 11
- Thanksgiving Day -- 4th Thursday in November
- Day After Thanksgiving -- 4th Friday in November
- Christmas Eve (1/2) day -- December 24
- Christmas Day -- December 25

- 13.2 All full-time employees in regular positions are entitled to time off with full pay on holidays. The City Hall shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the nature of their duties or other conditions require. An employee required to work on a holiday shall receive two and one-half times his or her regular rate in lieu of any other holiday payment for all hours worked.
- 13.3 When New Year's Day, Independence Day, Veteran's Day, Christmas Eve, or Christmas Day falls on a Sunday, the following Monday is a paid holiday; and if any such holiday falls on a Saturday the preceding Friday is a holiday.

Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for 24 hours thereafter. Eligible employees shall receive pay for official holidays at their normal rate of pay if they are at work or on a leave of absence with pay the last regular shift to which they would have been assigned prior to the holiday and the first regular shift to which they would have been assigned following the holiday.

ARTICLE XIV
VACATIONS

14.1 Vacation time for permanent full-time and part-time employees shall be earned and credited during each two week pay period. Employees will accrue vacation time at the following rates based on years of service:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hrs/Pay Period</u>	<u>Max Accumulation</u>
0-5	10	3.077	120
6-10	15	4.615	180
11	16	4.923	180
12	17	5.231	180
13	18	5.538	180
14	19	5.846	180
15+	20	6.154	180

14.2 Vacation time may be accumulated up to one and one half (1 1/2) times the employee's annual vacation allowance. Unused time in excess of this amount will be lost. Notwithstanding the limitation on accumulation of vacation time, if an employee is unable to take vacation time before the limitation is reached, and that inability to take vacation is based upon a work related reason and not the fault of the employee, then in that case, if the employee's supervisor consents, the limitation may be exceeded without loss of vacation time so long as the employee uses the excess time as soon as practical.

14.3 Vacation time may be used as earned subject to approval by the department head, council liaison or city council.

14.4 Any employee leaving the municipal services in good standing after giving proper notice of such termination of employment shall be compensated for vacation time accrued and unused to the date of separation.

14.5 For the purpose of accumulating additional vacation time an employee using earned vacation time or sick leave is considered to be working.

14.6 During the probationary period following an original appointment, an employee is not entitled to vacation leave. After the end of the probationary period, an employee is entitled to vacation time accrued from the start of the probationary employment.

- 14.7 Temporary employees are not entitled to vacation time unless they are participating in a program such as CETA in which the benefits are administered by the program sponsoring the employee.
- 14.8 Vacation time off can be taken at one (1) hour intervals.

ARTICLE XV
FUNERAL LEAVE

- 15.1 Employees shall be entitled to three (3) Funeral Leave days when a death occurs in their immediate family. Immediate family, for this purpose, is defined as: Parent, Spouse, Child, Sister, Brother, Grandparents, and Mother/Father-in-Law. Paid Time Off beyond the general allowance set forth above will be charged against an employee's accrued sick time or vacation time.

ARTICLE XVI
DISCIPLINE

- 16.1 For the purpose of this Article, an Employee shall be any regular employee having successfully completed his or her probationary period.
- 16.2 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:
- a. Oral reprimand
 - b. Written reprimand
 - c. Suspension
 - d. Demotion
 - e. Discharge
- 16.3 Suspensions, demotions, or discharges will be in written form.
- 16.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees will receive a copy of such reprimands and/or notices.
- 16.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 16.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

ARTICLE XVII
WAGE RATE/BENEFITS

17.1 The salary and benefit adjustments will be as follows:

2012. The salary ranges will continue at the 2011 level. Effective the first full pay period following January 1, 2012, the Employer will contribute one percent (1%) of the employee's hourly rate into the Minnesota State Retirement Systems Health Care Savings Plan.

2013. The salary ranges will continue at the 2011 level. Effective the first full pay period following January 1, 2013, the Employer will contribute an additional one percent (1%) of the employee's hourly rate into the Minnesota State Retirement Systems Health Care Savings Plan.

2014. Effective the first full pay period following January 1, 2014, the salary range will be increased by one and one-half percent (1.5%) and employees will receive a corresponding increase.

17.2 Employees of this department shall receive the same health and life insurance and, except as otherwise provided in this agreement, other pension and welfare benefits and dollar amount as is extended to the nonunion City of St. Francis employees. In the event this amount is increased during the term of this Agreement for the City's nonunion employees, the increase or additional pension or welfare benefit shall also apply to members of this bargaining unit.

17.3 Public Works employees who are on-call after regular work hours shall be paid one hour of pay for each on-call day which falls on Monday – Friday, and two hours of pay for each on-call day which falls on Saturday or Sunday.

17.4 Protective clothing -

A. Rain gear will be made available when necessary to protect workers when required to work in rain.

B. The City will purchase one (1) approved pair of safety shoes each year.

17.5 Conferences. Employees required to attend conferences by the City will be compensated on the same basis as the nonunion employees in the City of St. Francis for mileage, meals and hours spent in attending the conference. In the event that the conference lasts longer than eight (8) hours, the City will compensate the employee for the additional hours.

ARTICLE XVIII
TERMINATION OF EMPLOYMENT

- 18.1 Any employee wishing to leave the municipal service in good standing shall file with the Public Works Director, at least 14 calendar days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits. Unauthorized absence from work for a period of three working days may be considered by the department head as a resignation without such benefits.
- 18.2 Employees terminating employment under honorable conditions after eighteen months of continuous employment shall be entitled to severance pay which shall be computed at his/her regular rate of pay at the time of severance and shall amount to fifty percent (50%) of the accumulated sick leave.
- 18.3 If termination of employment is caused by death of the employee, any wages earned and not paid, any unused vacation, that part of accumulated sick leave eligible for severance benefits, and the pro-rated insurance payment will be paid to the spouse or estate of the deceased. All such payments are subject to State and Federal deductions.

ARTICLE XIX
SENIORITY

- 19.1 For the purposes of layoffs and recall, seniority is defined as an Employee's most recent period of continuous service with the Department.
- 19.2 The probationary period shall be six (6) months from the employee's date of first employment in the department. At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer and the Employee may not appeal the termination through the grievance procedure.
- 19.3 The City shall consider the layoff of Employees by classification within their departmental division in the inverse order of seniority providing the remaining Employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.
- 19.4 Employees on layoffs shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.
- 19.5 Seniority shall terminate upon:
- a. Discharge.
 - b. Voluntary Quitting.
 - c. Layoff for a period of one (1) year or more.

- d. Failure of the Employee to accept and report for work within seven (7) working days after written notification of his/her recall.
- e. The Employee obtaining a leave of absence by false or misleading statements.

ARTICLE XX
COMPLETE AGREEMENT

20.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the duration of this agreement, each waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in the Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This agreement may, however, be amended during its term by the Parties' mutual written agreement.

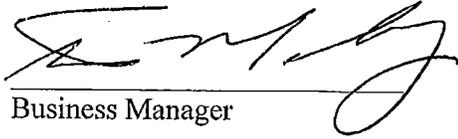
ARTICLE XXI
DURATION

The provisions of this Agreement shall become effective on January 1, 2012 and shall remain in full force and effect through December 31, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, no later than ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

This Agreement shall remain in full force and effect during the full period of negotiations for successor Agreement and unless or until notice of termination is provided to the other Party in the manner set forth in the following paragraph.

In the event that a successor Agreement has not been agreed upon by the expiration date set forth above, either Party may terminate this Agreement by serving written notice upon the other Party not less than ten (10) calendar days prior to the desired termination date provided in the mediation provisions of the Minnesota Public Employment Labor Relations Act have been met.

For: CONSTRUCTION AND GENERAL
LABORERS' UNION, LOCAL 563



Business Manager

For: CITY OF ST. FRANCIS

City Administrator



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 #: 6

Dated: 4/30/2012

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:

DATE:

5/7/12

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:

DATE:

5-14-12

OWNER: City of St. Francis

BY:

DATE:

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: \$6,425,937
Change Orders To Contract: \$51,230
Contract Value: \$6,477,167

Total Completed & Stored To Date: \$3,080,164
Retention: \$154,008

Total Earned, Less Retention: \$2,926,156

Previous Applications For Payment: \$2,049,626

Current Payment Due: \$876,530

Previously Submitted & Not Paid Applications: \$0

TOTAL DUE: \$876,530

CHANGE ORDER SUMMARY

Change Order Number	Approval Date	Amount
1	5/7/2012	51,230

TOTAL \$51,230

Thank You



CONTRACT CONTINUATION

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

Application #: 6

Dated: 4/30/2012

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	\$3,715	\$348,657	\$250,407	\$12,520	\$ 237,887	\$138,642	\$99,245	72%	\$96,250
2 C-02	Site Utilities	New Look Contracting Inc.	284,500	12,987	297,487	270,452	13,523	256,929	108,017	148,912	91%	27,035
3 C-03	Asphalt Paving	Northland Paving, LLC	448,200	275	448,475	4,500	225	4,275	4,275	0	0%	443,975
4 C-04	Landscaping/Irrigation/Ret. Walls	Noble Nursery Retail	47,365	(335)	47,030	0	0	0	0	0	0%	47,030
5 C-05	Concrete & Masonry	Classic Construction of Cedar A	777,988	(5,054)	772,934	502,669	25,133	477,536	226,200	251,336	65%	270,265
6 C-06	Precast Concrete	Fabcon Inc	677,907	783	678,690	675,557	33,778	641,779	641,779	0	100%	3,133
7 C-07	Steel Fabrication (Supply)	Central Minnesota Fabricating	340,330	865	341,195	281,318	14,566	276,752	238,032	38,720	85%	49,877
8 C-08	Steel Erection	Maxx Steel Erectors	69,900	1,276	71,176	58,813	2,941	55,872	55,872	0	83%	12,363
9 C-09	Windows-Fiberglass (Supply)	Shaw Stewart Lumber Co	22,225	0	22,225	22,225	1,111	21,114	21,114	0	100%	0
10 C-10	Carpentry-Gen Construction	Gopher State Contractors Inc	123,310	1,823	125,133	68,285	3,414	64,871	63,256	1,615	55%	56,848
11 C-11	Architectural Woodwork, Cabinet	Southern MN Woodcraft Inc	47,950	3,185	51,135	3,040	152	2,888	2,888	0	6%	48,095
12 C-12	Flat Roofing	McDowall Company	400,650	0	400,650	392,680	19,634	373,046	348,674	24,372	98%	7,970
13 C-13	HM Doors/Hardware (Supply)	Straughan Hardware Inc	96,980	(205)	96,775	0	0	0	0	0	0%	96,775
14 C-14	Overhead Doors	Overhead Door of the Northlanc	70,298	1,341	71,639	0	0	0	0	0	0%	71,639
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	Heartland Glass	49,060	518	49,578	22,449	1,122	21,327	21,327	0	45%	27,129
17 C-17	Drywall/Metal Stud Framing	M.Reinert Drywall Inc	83,000	2,534	85,534	9,296	465	8,831	8,831	0	11%	76,238
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	712	0	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	(12,115)	24,103	0	0	0	0	0	0%	24,103
24 C-22C	Laundry Access, Wash Bay	Construction Supply Inc	13,621	1,440	15,061	0	0	0	0	0	0%	15,061
25 C-22D	Visual Display	Newline Products Inc	1,103	0	1,103	0	0	0	0	0	0%	1,103
26 C-22E	Supply Police Personnel Lockers Tiffin		13,561	0	13,561	0	0	0	0	0	0%	13,561
27 C-23	Fabric Covered Storage Struct.	Greystone Construction Co	114,950	11,312	126,262	5,260	263	4,997	0	4,997	4%	121,002
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	Signarama	9,896	(291)	9,605	0	0	0	0	0	0%	9,605
30 C-26	Mechanical-HVAC, Plumbing, Fir	St. Cloud Refrigeration	1,084,200	16,055	1,100,255	415,604	20,780	394,824	114,574	280,250	38%	684,651
31 C-27	Electrical	Electrical Solutions Inc	693,100	11,001	704,101	78,108	3,905	74,203	47,120	27,083	11%	625,993
32 C-28	Overhead Crane Systems	Altech Engineering Corp	43,940	0	43,940	0	0	0	0	0	0%	43,940
33 C-29	Fencing/Gates	Midwest Fence	127,730	(1,800)	125,930	0	0	0	0	0	0%	125,930
34 C-30	Low Voltage Systems	Brothers Fire Protection	223,198	1,920	225,118	8,751	438	8,313	8,313	0	4%	216,367
35 C-31	Window Treatment	Custom Expressions	1,353	0	1,353	0	0	0	0	0	0%	1,353
TOTALS			\$6,425,937	\$51,230	\$6,477,167	\$3,080,164	\$154,008	2,926,156	\$2,049,626	\$876,530	48%	\$3,397,003

Contract Summaries

St. Francis Police & Public Works

Contractor	Signed Contract	Insurance Expires	Bond	Original Contract	Change Orders	Current Contract
St. Francis Contractors						
C-01 North Metro Asphalt and Contracting	X	4/15/12	X	344,942	3,715	348,657
C-02 New Look Contracting, Inc	X	1/9/12	X	284,500	12,987	297,487
C-03 Northland Paving, LLC	X	1/1/12	X	448,200	275	448,475
C-04 Noble Nursery Retail	X			47,365	(335)	47,030
C-05 Classic Construction of Cedar, MN. Inc.	X	3/1/12	X	777,988	(5,054)	772,934
C-06 Fabcon, Inc	X	12/31/12	X	677,907	783	678,690
C-07 Central Minnesota Fabricating	X	11/1/12	X	340,330	865	341,195
C-08 Maxx Steel Erectors	X	6/2/12	X	69,900	1,276	71,176
C-09 Shaw Stewart Lumber Co,	X		X	22,225		22,225
C-10 Gopher State Contractors, Inc	X	5/29/12	X	123,310	1,823	125,133
C-11 Southern Minnesota Woodcraft, Inc	X	4/1/12	X	47,950	3,185	51,135
C-12 McDowall Company	X	4/1/12	X	400,650		400,650
C-13 Straughan Hardware, Inc	X	6/30/12	X	96,980	(205)	96,775
C-14 Overhead Door of the Northland	X	10/26/12	X	70,298	1,341	71,639
C-15 Stronghold Industries, Inc	X	11/1/12	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	2,534	85,534
C-18 Multiple Concept Interior, Inc	X	1/1/12	X	23,949		23,949
C-19 Grazzini Brothers & Company	X	12/31/12	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	X	26,825		26,825
C-22A Bartley Sales Company, Inc	X	1/29/13		16,891		16,891
C-22B Mid-America Business Systems and	X	9/1/12	X	36,218	(12,115)	24,103
C-22C Construction Supply, Inc	X			13,621	1,440	15,061
C-22D Newline Products, Inc	X			1,103		1,103
C-22E Tiffin Metal Products	X			13,561		13,561
C-23 Greystone Construction Company	X	4/1/12	X	114,950	11,312	126,262
C-24 Olympus Lockers & Storage Products, Inc	X	7/1/12	X	17,800		17,800
C-25 Signarama				9,896	(291)	9,605
C-26 St. Cloud Refrigeration	X	12/31/12	X	1,084,200	16,055	1,100,255
C-27 Electrical Solutions, Inc	X	9/1/12	X	693,100	11,001	704,101
C-28 Alltech Engineering Corp	X	7/1/12	X	43,940		43,940
C-29 Midwest Fence	X	3/1/13		127,730	(1,800)	125,930
C-30 Brothers Fire Protection	X	4/1/12	X	223,198	1,920	225,118
C-31 Custom Expressions	X	9/29/12		1,353		1,353
				6,425,937	51,230	6,477,167

Application and Certificate for Payment

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

PROJECT: St. Francis Public Works Facility

APPLICATION NO: _____
 PERIOD TO: 4/30/2012

FROM CONTRACTOR: Gopher State Contractors, Inc.
 PO Box 7
 Rice, MN 56367

VIA ARCHITECT:

CONTRACT FOR: _____
 CONTRACT DATE: _____
 PROJECT NOS: 1120 / /

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 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 \$ 123,310.00
2. NET CHANGE BY CHANGE ORDERS \$ ~~1823~~ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ ~~125133~~ 123,310.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 68,285.00

5. RETAINAGE:

- a. 5.00 % of Completed Work
 (Columns D + E on G703) \$ 3,414.25
- b. % of Stored Material
 (Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 3,414.25

6. TOTAL EARNED LESS RETAINAGE \$ 64,870.75
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 63,250.75
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 1,615.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$ 58,439.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

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

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

CONTRACTOR: Gopher State Contractors, Inc.
 By: [Signature] Date: April 19, 2012
 State of: MN
 County of: Benton

Subscribed and sworn to before me this 19 day of April 2012

Notary Public: [Signature]
 My commission expires:

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 \$ 1,615.00
 (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: [Signature] Date: 5-14-12

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] 5/17/12



AIA Document G703™ - 1992

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:

3

APPLICATION DATE:

4/19/2012

PERIOD TO:

ARCHITECT'S PROJECT NO: 4/30/2012

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
01100	General Conditions								
011000	General Conditions	10,500.00	3,500.00	1,000.00			4,500.00	6,000.00	225.00
011001	Bond	4,000.00	4,000.00				4,000.00		200.00
011002	Labor Hours - 100 Laborer	3,200.00	1,856.00				1,856.00	1,344.00	92.80
011003	Labor Hours - 100 Carpenter	4,100.00	2,009.00				2,009.00	2,091.00	100.45
061053	Misc. Rough Carpentry	24,800.00	24,000.00				24,000.00	800.00	1,200.00
061600	Sheathing	14,920.00	14,920.00				14,920.00		746.00
066400	Plastic Paneling	5,800.00						5,800.00	
079200	Joint Sealants	600.00	300.00	200.00			500.00	100.00	25.00
081113	Hollow Metal Doors & Frames	4,000.00						4,000.00	
081416	Flush Wood Doors	3,000.00						3,000.00	
083463	Detent Doors & Frames w/0814								
085413	Fiberglass Windows	16,500.00	16,000.00	500.00			16,500.00	10,300.00	825.00
087100	Door Hardware	10,300.00						10,300.00	
101100	Visual Display Surfaces	1,000.00						1,000.00	
102113	Toilet Compartments	2,800.00						2,800.00	
102600	Wall Protection	1,200.00						1,200.00	
102800	Toilet, Bath, & Laundry Access	2,400.00						2,400.00	
104413	Fire Extinguisher Cabinets	1,690.00						1,690.00	
104416	Fire Extinguishers w/104413								
107500	Flagpoles	2,600.00						2,600.00	
111900	Detention Equipment	2,500.00						2,500.00	
111916	Detention Gun Lockers	2,800.00						2,800.00	
112200	Vehicle Wash Bay Curtain	3,000.00						3,000.00	
113100	Residential Appliances	1,600.00						1,600.00	

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

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2SFPPW

APPLICATION AND CERTIFICATE FOR PAYMENT
TO (OWNER):
AMCON CM
1715 YANKEE DOODLE RD STE 200
EAGAN, MN 55121

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES
PROJECT: ST FRANCIS POLICE/PUBLIC WORKS APPLICATION NO: 882605-03 Distribution to:

FROM (CONTRACTOR):
MCDOWALL COMPANY
P O BOX 606
WAITE PARK, MN 56387

PERIOD TO: 04/30/12
ARCHITECT'S PROJECT NO:
[] OWNER
[] ARCHITECT
[] CONTRACTOR

CONTRACT FOR: ROOFING WORK

CONTRACT DATE: 11/07/11 C01810

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.

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	1. ORIGINAL CONTRACT SUM
0.00	0.00	0.00	400,650.00
Approved this Month			
Number	Date	Approved	

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS	2. Net change by Change Orders
0.00	0.00	0.00	0.00
Approved this Month			
Number	Date	Approved	

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: MCDOWALL COMPANY

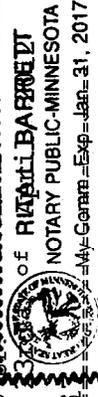
John W. McDowall
ARCHITECT'S CERTIFICATE FOR PAYMENT

April 23, 2012

Date:

State of: MN

County: County of RITCHELLE, MINNESOTA



Subscribed and sworn to before me this 01-31-11 day of January, 2011. My Commission expires: 01-31-11

AMOUNT CERTIFIED: \$24,372.00
(Attach explanation if amount certified differs from the amount applied for.)

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.

Mike P. Berg
ARCHITECT

By: Mike P. Berg Date: 5-14-12
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.

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Adam Winberg 5/7/12

G702-1983

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.

(A) ITEM NO.	(B) DESCRIPTION OF WORK	(C) SCHEDULED VALUE	(D) WORK COMPLETED PREVIOUS PERIOD APPLIC. (D+E)	(E) WORK COMPLETED THIS PERIOD	(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
01L	ROOFING LABOR	105,100.00	99,845.00	5255.00	0.00	105,100.00	0.00	5255.00
01M	ROOFING MATERIAL	236,900.00	236,900.00	0.00	0.00	236,900.00	0.00	11845.00
02L	SHEETMETAL LABOR	25,500.00	20,400.00	5100.00	0.00	25,500.00	0.00	1275.00
02M	SHEETMETAL MATERIAL	7,630.00	7,630.00	0.00	0.00	7,630.00	0.00	381.50
03L	STANDING SEAM LABOR	1,520.00	0.00	0.00	0.00	0.00	1,520.00	0.00
03M	STANDING SEAM MATERIAL	2,000.00	0.00	800.00	0.00	800.00	40	40.00
04	UNLIMITED IMAGES	17,500.00	0.00	12250.00	0.00	12,250.00	70	612.50
05	SOLAR MIDWEST	4,500.00	2,250.00	2250.00	0.00	4,500.00	100	225.00
JOB TOTALS:		400,650.00	367,025.00	25655.00	0.00	392,680.00	98	19634.00

Application and Certificate for Payment

TO OWNER: AMCON CONSTRUCTION MGMT EAGAN
 1715 YANKEE DOODLE ROAD
 SUITE 200
 EAGAN MN 55121-1616

PROJECT: ST FRANCIS PUBLIC WORKS
 ST FRANCIS, MN

APPLICATION NO: 4
PERIOD TO: 04/25/12

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

FROM CONTRACTOR: SCR, INC. - ST. CLOUD
 604 LINCOLN AVE NE
 ST CLOUD, MN 56304

VIA ARCHITECT: AMCON CONSTRUCTION MGMT EAGAN
 1715 YANKEE DOODLE ROAD
 SUITE 200
 EAGAN MN 55121-1616

CONTRACT FOR NEW FACILITY
CONTRACT DATE: 11/28/11
PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,084,200.00
2. NET CHANGE BY CHANGE ORDERS \$ ~~16,055~~
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,068,145.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 415,604.00

5. RETAINAGE:

- a. 5.00% of Completed Work
(Columns D + E on G703) \$ 20,780.00
- b. 5.00% of Stored Material
(Column F on G703) \$.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 20,780.00

6. TOTAL EARNED LESS RETAINAGE \$ 394,823.80
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 114,574.80
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 280,250.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$ 700,891.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 12,475.00	\$ 960.00
Total approved this month	\$.00	\$.00
TOTAL	\$ 12,475.00	\$ 960.00
NET CHANGES by Change Order	\$	\$ 11,515.00

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

CONTRACTOR:

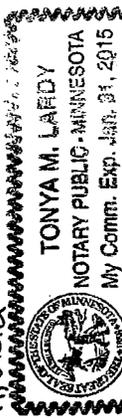
By: Uwe W. Woldy
 State of: Minnesota

County of: Benton

Subscribed and sworn to before me this 19th

day of April, 2012

Date: 4/19/12



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 \$ 280,250.00
 (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: Mike D. Bueh
 Date: 5-14-12

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.

Adam Wilberg 5/7/12

AIA[®] Document G703[™] - 1992

Continuation Sheet

AIA Document G702[™]-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: 4

APPLICATION DATE: 04/19/12

PERIOD TO: 04/25/12

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 BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
100	MATERIAL/EQUIPMENT	206,000	70,000	80,000	0	150,000	56,000	7,500
200	LABOR	122,000	2,440	30,000	0	32,440	89,560	1,622
300	SUBCONTRACTOR	724,000	30,000	185,000	0	215,000	509,000	10,750
400	PERMIT	8,000	8,000	0	0	8,000	0	400
500	MISCELLANEOUS	24,200	10,164	0	0	10,164	14,036	508
600	C/O #1 - PR 006	8,190	0	0	0	0	8,190	0
700	C/O #2 - PR 010	960-	0	0	0	0	960-	0
800	C/O #3 - PR REVISE GAS PIPING	2,175	0	0	0	0	2,175	0
900	C/O #4 - MODIFY MUA'S	1,520	0	0	0	0	1,520	0
1000	C/O #5 - EWC CHANGES	590	0	0	0	0	590	0
GRAND TOTAL		1,095,715	120,604	295,000	0	415,604	680,111	20,280

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APPLICATION FOR PAYMENT

Construction Manager Version

CAP702
Page: 1 of 2

To:

Amcon
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

PROJECT:

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

Via Construction Manager: Todd Christopherson

Application No:	3	Application Date:	APR 24, 2012	Period To:	APR 30, 2012	Contract Date:	NOV 7, 2011
Project Nos:							
Distribution List:	<input type="checkbox"/>	Owner	<input type="checkbox"/>	Construction Mgr	<input type="checkbox"/>	Field	<input type="checkbox"/>
	<input type="checkbox"/>	Architect	<input type="checkbox"/>	Contractor	<input type="checkbox"/>	Other	<input type="checkbox"/>

From Contractor:

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

VIA ARCHITECT:

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

CONTRACT FOR: Electrical Work

Contractor's Application for Payment

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

- Original Contract Amount: \$ 693,100.00
- Net of Change Orders: \$ ~~10,156.00~~ 11001
- Net Amount of Contract: \$ ~~703,256.00~~ 704,101
- Total Completed & Stored to Date: \$ 78,108.00

5. Retainage Summary:

- 5.00 % of Completed Work \$ 3,905.40
 - 5.00 % of Stored Material \$ 0.00
- Total Retainage: \$ 3,905.40

- Total Completed Less Retainage: \$ 74,202.60
- Less Previous Applications: \$ 47,120.00

8. Current Payment Due, This Application: \$ ~~27,083.00~~

9. Contract Balance (Including Retainage): \$ 629,053.40

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	14,880.00	-4,724.00
Total approved this Month:	0.00	0.00
Sub Totals:	14,880.00	-4,724.00
NET of Change Orders:	10,156.00	

CONTRACTOR'S CERTIFICATION:

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

(Authorizing Signature)

Sue Newman

Electrical Solutions Inc

Date: APR 24, 2012

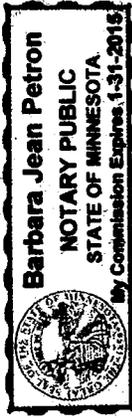
State Authorized: Minnesota

County of: Benton

Subscribed and sworn to before me this 24th day of April

Notary Public: *Barbara Jean Petron*

My Commission expires: 07-15



CONSTRUCTION MANAGER'S & ARCHITECT'S CERTIFICATION:

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

AMOUNT CERTIFIED:

Adam Winkler Date: 5/2/12
Construction Manager (Signature)

Miles D. Burtz Date: 5-14-12
Architect (Signature)

\$ 27,083.00

APPLICATION FOR PAYMENT - CONTINUATION SHEET

<p><u>From:</u> Electrical Solutions Inc 702 9th Avenue South Sauk Rapids, MN 56379</p>	<p><u>To:</u> Amcon 1715 Yankee Doodle Road Suite 200 Eagan, MN 55121</p>
<p><u>Project:</u> ELE111-09625 City of St Francis-Police & Public 23340 Cree Street St Francis, MN 55070</p>	
<p>Application No: 3 Application Date: 4/24/2012 Period To: 4/30/2012 Contract Date: 11/07/2011 Architects Project#:</p>	

A Item No	B Description of Work	C Contract Value	D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period						
1	Mobilization/Bonding	34,600.00	34,600.00	0.00	0.00	0.00	34,600.00	100	0.00	1,730.00
2	Generator	260,000.00	0.00	0.00	0.00	0.00	0.00	0	260,000.00	0.00
3	Material	173,500.00	10,000.00	10,820.00	10,820.00	0.00	20,820.00	12	152,680.00	1,041.00
4	Labor	225,000.00	5,000.00	10,750.00	10,750.00	0.00	15,750.00	7	209,250.00	787.50
5	C27-01 Modify Electrical PR002	1,004.00	0.00	0.00	0.00	0.00	0.00	0	1,004.00	0.00
6	C27-02 Deduct PVS & Conductors	2,543.00-	0.00	0.00	0.00	0.00	0.00	0	2,543.00-	0.00
7	C27-04 Monument Sign	1,978.00-	0.00	0.00	0.00	0.00	0.00	0	1,978.00-	0.00
8	C27-03 overhead door	203.00-	0.00	0.00	0.00	0.00	0.00	0	203.00-	0.00
9	C27-05 Upgrade Generator Feed	13,876.00	0.00	6,938.00	6,938.00	0.00	6,938.00	50	6,938.00	346.90
		703,256.00	49,600.00	28,508.00	28,508.00	0.00	78,108.00	11	625,148.00	3,905.40

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

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

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

CONTRACT FOR:

PROJECT:

APPLICATION NUMBER: 3
PERIOD TO: 04/30/12
PROJECT NOS.:

CONTRACT DATE: 11/08/11

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- ORIGINAL CONTRACT SUM** \$344,942.00
- Net Change By Change Orders** 3715 ~~\$0.00~~
- CONTRACT SUM TO DATE** (Line 1 +2)..... \$ 348,657 ~~344,942.00~~
- TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703) \$250,407.47

RETAINAGE:

a. 5% % of Completed Work (Columns D & E on G703) \$12,520.X

b. 0% % of Stored Material (Column F on G703) \$0.00

- TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total) \$12,520.X
- LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) \$237,887.X

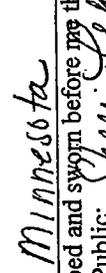
CURRENT PAYMENT DUE (Line 6 from prior Certificate) \$138,642.50

BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$99,244.00

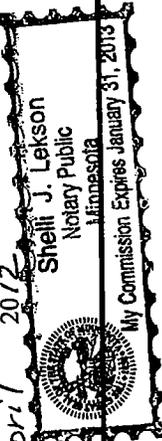
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

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:  **DATE:** 4/26/12

BY:  **DATE:** 4/26/12

State of: Minnesota County of: Anoka
 Subscribed and sworn before me this 26 day of April, 2012.
 Notary Public: Shelli J. Lekson
 My Commission Expires: 1/31/12



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 99,244.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR:  **DATE:** 5/7/12

ARCHITECT:  **DATE:** 5-14-12

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.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO: 3

containing Contractor's signed Certification is attached.

APPLICATION DATE: 04/25/12

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 04/30/12

Use column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)							
1	Bond	\$6,174.00	\$6,174.00	\$0.00	\$0.00		\$6,174.00	100%	\$0.00	\$308.70
2	Mobilization/Incidentals	\$10,325.00	\$2,581.25	\$5,700.00	\$5,700.00		\$8,281.25	80%	\$2,043.75	\$414.06
3	ErosionControl	\$11,430.00	\$4,000.50	\$6,000.00	\$6,000.00		\$10,000.50	87%	\$1,429.50	\$500.03
4	Removals	\$13,675.00	\$4,600.00	\$6,000.00	\$6,000.00		\$10,600.00	78%	\$3,075.00	\$530.00
5	Site Grading	\$172,228.00	\$84,391.72	\$75,000.00	\$75,000.00		\$159,391.72	93%	\$12,836.28	\$7,969.59
6	Structural Excavating/Backfill/Floor Prep	\$55,960.00	\$44,192.00	\$11,768.00	\$11,768.00		\$55,960.00	100%	\$0.00	\$2,798.00
7	Tolerance Paving/ Con Areas	\$17,170.00	\$0.00	\$0.00	\$0.00		\$0.00		\$17,170.00	\$0.00
8	Turn Lane/Ext Concrete/CLS/Prep	\$8,135.00	\$0.00	\$0.00	\$0.00		\$0.00		\$8,135.00	\$0.00
9	Backfill Curbs/Finish Grade/ Top Soil	\$49,845.00	\$0.00	\$0.00	\$0.00		\$0.00		\$49,845.00	\$0.00
10			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
11			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
12			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
13			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
14			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
15			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
17			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
18			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
20			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
21			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
22			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
23			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
24			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
25			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
26			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
27			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
28			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
29			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
30			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
31			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
32			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
34			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
35			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
36			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
37			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
38			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
39			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
40			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
41			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
42			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
43			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
44			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
45			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
46			\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
TOTALS		\$344,942.00	\$145,939.47	\$104,468.00	\$0.00	\$250,407.47	\$94,534.53	\$12,520.37		

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: St. Francis Police & Public Works Facility

APPLICATION NO: 3

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: VIA PRIME CONTRACTOR: Amcon Construction
 New Look Contracting, Inc. 1715 Yankee Doodle Rd
 19696 County Road 72 Suite 200
 Elk River, MN 55330 763-241-1596 Main Eagan, MN 55121

PERIOD TO: December 1st, 2011

to September 25th, 2012

PROJECT NOS: Proj. 012

CONTRACT DATE: 11/01/2011

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$ 284,500.00
2. Net change by Change Orders \$ ~~14,681.11~~ 13,987
3. CONTRACT SUM TO DATE (Line 1 + 2) 297,487
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 270,451.89
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 13,523.59 (Column D + E on G703)
 - b. _____ % of Stored Material \$ _____ (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$ 13,523.59 (Line 4 Less Line 5 Total) \$ 256,929.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 108,017.00
8. CURRENT PAYMENT DUE \$ 148,912.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 42,251.81 (Line 3 less Line 6)

CONTRACTOR:

By:  Date: 4-25-12

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

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 \$ 148,912.30

(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:  Date: 5-14-12

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Storm Sewer Modifications, MH 14 to 14A, Supplement to PR 13	\$14,681.11	
TOTALS	\$14,681.11	\$0.00
NET CHANGES by Change Order	\$14,681.11	

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

 5/2/11

Continuation Sheet

AIA DOCUMENT G703

(Instructions on reverse side) Page **3** of **3** 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 NUMBER: **3**

APPLICATION DATE: **04/25/2012**

PERIOD TO: **01/01/2012 to 04/25/2012**

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETE		E THIS PERIOD	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 %
			FROM PREVIOUS APPLICATION (D+E)	% (G+C)					
322200	Well Sealing & Abandonment: Labor	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0	\$2,500.00	\$0	100%
322200	Well Sealing & Abandonment: Subcontractor	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0	\$2,500.00	\$0	100%
332000	Water Utilities: Material	\$43,000.00	\$43,000.00	\$0.00	\$0.00	\$0	\$43,000.00	\$0	100%
332000	Water Utilities: Labor	\$59,500.00	\$56,525.00	\$0.00	\$0.00	\$0	\$56,525.00	\$2,975	95%
333000	Sanitary Sewage Utilities: Material	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$0	\$1,000.00	\$1,000	50%
333000	Sanitary Sewage Utilities: Labor	\$3,000.00	\$1,500.00	\$0.00	\$0.00	\$0	\$1,500.00	\$1,500	50%
333000	Sanitary Sewage Utilities: Subcontractor	\$1,000.00	\$500.00	\$0.00	\$0.00	\$0	\$500.00	\$500	50%
330500, 330600, 334000, 334100, 334300, 334600	Storm Sewer Utilities: Material	\$61,000.00	\$0.00	\$54,900.00	\$0	\$0	\$54,900.00	\$6,100	90%
330500, 330600, 334000, 334100, 334300, 334600	Storm Sewer Utilities: Labor	\$110,000.00	\$0.00	\$99,000.00	\$0	\$0	\$99,000.00	\$11,000	90%
PR #4 Watermain Stubs	Northwest & Southwest Stubs	\$6,177.33	\$6,177.33	\$0.00	\$0.00	\$0	\$6,177.33	\$0	100%
PR #6 Storm Sewer	Storm Sewer Modifications (198+133)	\$331.00	\$0.00	\$331.00	\$0	\$0	\$331.00	\$0	100%
RF1029	MH 14 To MH 14 A	\$2,518.56	\$0.00	\$2,518.56	\$0	\$0	\$2,518.56	\$0	100%
PR # 13S	Supplement To PR 13	\$5,654.22	\$0.00	\$0.00	\$0	\$0	\$0.00	\$5,654	0%
TOTAL ALL PAGES		\$299,181.11	\$113,702.33	\$156,749.56	\$0.00	\$270,451.89	\$28,729.22	\$13,522.59	

Schedule of Work Completed

Bid Ite	Description	Unit	Price	Total Contract Units	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value
1	Well Sealing & Abandonment: Labo	LS	2,500.00	1.0000	1.00		1.00	2,500.00		2,500.00
2	Well Sealing & Abandonment: Subc	LS	2,500.00	1.0000	1.00		1.00	2,500.00		2,500.00
3	Water Utilities: Material	LS	43,000.00	1.0000	1.00		1.00	43,000.00		43,000.00
4	Water Utilities: Labor	LS	59,500.00	1.0000	0.95		0.95	56,530.95		56,530.95
5	Sanitary Sewage Utilities: Material	LS	2,000.00	1.0000	0.50		0.50	1,000.00		1,000.00
6	Sanitary Sewage Utilities: Labor	LS	3,000.00	1.0000	0.50		0.50	1,500.00		1,500.00
7	Sanitary Sewage Utilities: Subcontr	LS	1,000.00	1.0000	0.50		0.50	500.00		500.00
8	Storm Sewer Utilities: Material	LS	61,000.00	1.0000		0.90	0.90		54,900.00	54,900.00
9	Storm Sewer Utilities: Labor	LS	110,000.00	1.0000		0.90	0.90		99,000.00	99,000.00
9	Storm Sewer Utilities: Labor	LS								
10	PR #4 Watermain Stubs	LS	6,177.33		1.00		1.00	6,177.33		6,177.33
11	PR # 6 Storm Sewer Mod.(198+13	LS	331.00			1.00	1.00		331.00	331.00
12	MH 14 To MH 14 A	LS	2,518.56			1.00	1.00		2,518.56	2,518.56
13	Supplement To PR 13	LS	5,654.22							
Totals:				299,181.11				113,708.28	156,749.56	270,457.84

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

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

PROJECT: St. Francis Police & Public Works APPLICATION NO:

PERIOD TO:

PROJECT NO:

Distribution to: OWNER ARCHITECT CONTRACTOR

VIA OWNERS REPRESENTATIVE
 VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 777,988.00
 2. Net change by Change Orders \$ (5054) (5850.00)
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 772,934 772,138.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 502,669.00

5. RETAINAGE:
 a. $\frac{5}{100}$ % of Completed Work \$ 25,133.45
 b. $\frac{5}{100}$ % of Stored Material \$ 25133.45
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 477,535.35

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 226,200.00
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 251,336 251,336.35
 8. CURRENT PAYMENT DUE \$ 294,602.45
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

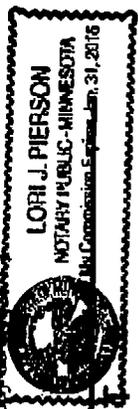
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$150.00	
Total approved this Month		(\$6,000.00)
TOTALS	\$150.00	(\$6,000.00)
NET CHANGES by Change Order	(\$5,850.00)	

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

CONTRACTOR:

By: Leitra JGM Date: 4/29/12

State of: Minnesota County of: Anoka
 Subscribed and sworn to before me this 24th day of April
 Notary Public: Glenn J. Plevan
 My Commission expires: 1-31-16



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 \$ 251,336.00

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

OWNERS REPRESENTATIVE:
 By: Glenn J. Plevan Date: 5/7/12

ARCHITECT:
 By: Mike D. Butz Date: 5-14-12

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.

CONTINUATION SHEET

AIA Document G-703 -1992

AIA Document G702, Application for Payment

Application Date

4/24/2012

Application Number

3.00

Period To

Architects Pproject Number

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G Total Completed & Stored to Date (D+E+F)	H Balance To Finish (C-G)	I Retainage 5% (If Variable Rate)
			From Previous (D + E)	Work completed This Period	From Previous (D + E)	This Period				
30004000	Concrete/Masonry	\$ 772,438.00	\$ 238,105.00	\$ 284,564.00	\$ 284,564.00	\$ -	\$ 502,669.00	\$ 269,469.00	65.00%	5%
	TOTALS	\$ 772,438.00	\$ 238,105.00	\$ 284,564.00	\$ 284,564.00	\$ -	\$ 502,669.00	\$ 269,469.00	65.00%	5%

G703-1992

SUBCONTRACTORS APPLICATION FOR PAYMENT

To: Amcon Construction Company, LLC

From: Central Minnesota Fabricating, Inc.

PROJECT St. Francis Police and Public Works

Payment Request No. Two

Period 04/01/2012 to 04/30/2012

Statement of Contract Account:

1. Original Contract Amount	\$ 340,330.00
2. Approved change Order No.s. (As per attached breakdown)	\$ <u>86,526.00</u>
3. Adjusted Contract Amount	\$ <u>344,090.00</u>
4. Value of Work Completed to Date (As per attached breakdown)	\$ <u>291,318.00</u>
5. Value of Approved Change Orders Completed (As per attached breakdown)	\$ <u>291,318.00</u>
6. Materials Stored on Site (As per attached breakdown)	\$ <u>291,318.00</u>
7. Total to Date	\$ <u>291,318.00</u>
8. Less Amount Retained (5%)	\$ <u>14,565.90</u> 14 sep
9. Total Less Retainage	\$ <u>276,752.00</u>
10. Total Previously Certified (Deduct)	\$ <u>238,032.00</u>
11. AMOUNT DUE THIS REQUEST	\$ <u>38,720.00</u>

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:
 Red River Fabricating, Inc.

\$ 35,000.00
 \$
 \$
 \$

Date: 4-24-12

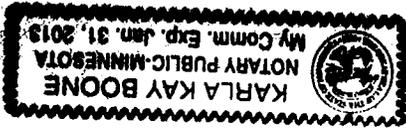
Subscribed and sworn before me this 24th day of April 2012

NOTARY PUBLIC: [Signature]

BY: [Signature]

Central Minnesota Fabricating, Inc. SUBCONTRACTOR

(authorized signature) Jeff Pattison, President



[Signature]
 5/7/12

M.L. P. [Signature] 5-14-12
 Power Engineers Inc.

Job 234

No: 20055

CENTRAL MINNESOTA FABRICATING, INC.

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

Sold To:

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

Ship To:

ST FRANCIS POL/PUB WORKS
ST FRANCIS , MN

Terms

1/2% 10 NET 30

Job No:

11-637

Invoice Date

04/24/12

Cust. Number

71200

Discount on Steel if Paid by

05/04/12

\$184.79

MISC STEEL

MINNESOTA

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

\$36,957.19
\$2,540.81
=====

6.875%

\$39,498.00

CENTRAL MINNESOTA FABRICATING, INC.

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

Job No:	11-637	Invoice Date	04/24/12	Cust. Number	71200	Discount on Steel if Paid by	05/04/12		\$5.89
Terms		1/2% 10 NET 30							

STRUCTURAL STEEL

MINNESOTA

REFERENCE # 234

CHANGE ORDER 1

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

\$1,178.95
 \$81.05
 =====
 \$1,260.00

6.875%

REQUEST FOR PAYMENT

From: Greystone Construction Company
 500 S. Marschall Road, Suite 300
 Shakopee, MN 55379

To: Amcon

Invoice: 23244
 Draw: BG11-4570-00001
 Invoice date: 5/2/2012
 Period ending date: 4/30/2012

Contract For: General Construction

Request for payment:

Original contract amount	\$114,950.00	Project: 4570	City of St. Francis C-23Fabric
Approved changes	\$11,312.40	Contract date: 12/7/2011	
Revised contract amount		Architect:	
Contract completed to date	\$0.00	Scope: ARCHITECTS APPROVAL	
Add-ons to date	\$0.00	Certified Amount	\$ 4,997.00
Taxes to date	\$263.00	By	<i>Mike P. Brady</i> 5-14-12
Less retainage	\$0.00		<i>Adam Winberg</i> 5/7/12
Total completed less retainage	\$0.00		
Less previous requests	\$0.00		
Current request for payment	\$4,997.00		
Current billing	\$5,260.00		
Current additional charges	\$0.00		
Current tax	\$0.00		
Less current retainage	\$263.00		
Current amount due	\$4,997.00		
Remaining contract to bill	\$121,265.40		

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

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Amcon relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Greystona Construction Company

State Of Minnesota County Of Scott

By: *[Signature]*

Subscribed and sworn to before me this _____ day of _____

Date: 5-2-12

Notary Public
 My commission expires: _____

REQUEST FOR PAYMENT DETAIL

Project: 4570 / City of St. Francis C-23Fabric Invoice: 23244 Draw: BG11-4570-00001 Period Ending Date: 4/30/2012 Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Design & Engineering	4,060.00		4,060.00		4,060.00	100.00		203.00
02	General Conditions	6,180.00		1,200.00		1,200.00	19.42	4,980.00	60.00
03	Concrete	21,350.00						21,350.00	
04	Precast Panels	28,280.00						28,280.00	
05	Fabric Buildings - Material	43,950.00						43,950.00	
06	Fabric Buildings - Erect	11,130.00						11,130.00	
CO1	Change Order 1	11,312.40						11,312.40	
Totals		126,262.40		5,260.00		5,260.00	4.17	121,002.40	263.00



PAYMENT BATCH AP 05-21-12

AIRGAS NORTH CENTRAL

04/30/2012	105658351	E 101-43100-217	Other Operating Supplies	CHEMICALS	4.38
04/30/2012	105658351	E 101-43210-217	Other Operating Supplies	CHEMICALS	4.38
04/30/2012	105658351	E 101-45200-217	Other Operating Supplies	CHEMICALS	4.38
04/30/2012	105658351	E 601-49440-217	Other Operating Supplies	CHEMICALS	4.38
04/30/2012	105658351	E 602-49490-217	Other Operating Supplies	CHEMICALS	4.40
					\$21.92

ALEX AIR APPARATUS INC.

05/09/2012	21748	E 101-42110-218	Equipment Repair & Maintenance	SMALL PNOVA MASK	784.34
					\$784.34

AMERIPRIDE LINEN & APPAREL SER

05/03/2012	1002127387	E 101-41940-219	Rug Maintenance	MATS	52.09
05/10/2012	1002134020	E 609-49750-219	Rug Maintenance	RUGS	49.07
05/16/2012	1002138764	E 101-41940-219	Rug Maintenance	RUGS	52.09
					\$153.25

ANCOM TECHNICAL CENTER

05/04/2012	29293	E 101-42210-237	Small Equipment	MINITOR PAGER	3,082.56
					\$3,082.56

ANOKA COUNTY CENTRAL COMM.

05/10/2012	2012030	E 101-42110-217	Other Operating Supplies	RADIO SYSTEM EQUIP CHARGE	66.75
05/10/2012	2012-248	E 101-42110-321	Telephone	APRIL 2012	156.12
					\$222.87

ANOKA COUNTY TREASURY DEPT.

05/04/2012	218316	E 101-43100-408	Ice& Snow Removal	SALT FEB 2012	1,666.65
					\$1,666.65

APPLELAND LAW ENFORCEMENT

04/26/2012	1982	E 101-42110-208	Training and Instruction	FIO45A	1,012.34
04/26/2012	1982	G 101-20810	Sales Tax Payable	FIO45A	(65.12)
					\$947.22

ASPEN MILLS

05/02/2012	120872	E 101-42110-437	Uniform Allowance	EICKHOFF	9.46
05/02/2012	120873	E 101-42110-437	Uniform Allowance	GENNARO	105.90
					\$115.36

BELLBOY CORPORATION

05/01/2012	73343500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	20.15
05/01/2012	73343500	E 609-49751-251	Liquor For Resale	LIQUOR	2,620.75
					\$2,640.90

BGS (BARNA GUZY)

04/30/2012	96876	E 101-41600-312	Criminal Legal Fees	MISC FORFEITURES	273.00
04/30/2012	96877	E 101-41600-312	Criminal Legal Fees	HANSON FORFEITURE	78.00
04/30/2012	96928	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
04/30/2012	96929	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	156.00
					\$2,307.00

BOLTON & MENK, INC.

04/24/2012	0146965	E 101-43100-303	Engineering Fees	GIS	363.00
04/24/2012	0146965	E 601-49440-303	Engineering Fees	GIS	99.00
04/24/2012	0146965	E 601-49440-303	Engineering Fees	GIS	396.00
04/24/2012	0146966	E 101-43100-303	Engineering Fees	RIVER CROSSING STUDY	230.00
04/24/2012	0146967	E 402-43000-303	Engineering Fees	PUBLIC SERVICES FACILITY	3,070.00
04/24/2012	0146969	E 601-49440-303	Engineering Fees	WATER SYSTEM INVENTORY	508.00
04/24/2012	0146971	E 601-49440-303	Engineering Fees	WOODHAVEN WATER METER IN	4,944.90
04/24/2012	0146974	E 101-41910-303	Engineering Fees	2012 GEN ENGINEERING	2,442.00
04/24/2012	0146974	E 101-43100-303	Engineering Fees	2012 GEN ENGINEERING	230.00
04/24/2012	0146975	E 101-43100-303	Engineering Fees	2012 STATE AID	372.50
04/24/2012	0146976	G 803-22044	Esc-Rum River Bluffs	RUM RIVER BLUFFS	230.00
					\$12,885.40

CENTURY LINK

05/07/2012	1049.0512	E 601-49440-321	Telephone	5/7 - 6/6	163.21
					\$163.21

CHISAGO LAKES DISTRIBUTING CO.

05/07/2012	472198	E 609-49751-252	Beer For Resale	BEER	142.00
05/07/2012	482199	E 609-49751-254	Miscellaneous Merchandise	MISC	41.00
					\$183.00

COCA COLA REFRESHMENTS

05/01/2012	0198093314	E 609-49751-254	Miscellaneous Merchandise	MISC	407.96
					\$407.96

COURIER, THE

05/03/2012	41398	E 609-49750-340	Advertising	AD	83.00
05/03/2012	41453	E 101-41400-441	Miscellaneous	ADS	25.00
05/03/2012	41453	E 101-43210-439	Recycling Days	ADS	89.00
05/03/2012	41453	E 230-49990-441	Miscellaneous	ADS	96.00
					\$293.00

CRAWFORD EQUIPMENT

05/10/2012	1472	E 101-45200-580	C-O-L Other Equipment	BOBCAT TOOLCAT	38,294.38
					\$38,294.38

CRYSTAL SPRINGS ICE

05/02/2012	26279	E 609-49751-254	Miscellaneous Merchandise	MISC	119.20
05/07/2012	26300	E 609-49751-254	Miscellaneous Merchandise	MISC	110.50
					\$229.70

DAHLHEIMER DIST. CO. INC.

05/02/2012	1004613	E 609-49751-252	Beer For Resale	BEER	7,100.00
05/02/2012	1004613	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
05/09/2012	1020953	E 609-49751-252	Beer For Resale	BEER	4,155.25
05/09/2012	1020953	E 609-49751-254	Miscellaneous Merchandise	MISC	220.00
05/09/2012	1020953	E 609-49751-255	N/A Products	N/A	15.50

\$11,532.75

DAY DISTRIBUTING CO.

05/11/2012	650482	E 609-49751-252	Beer For Resale	BEER	2,853.25
					<hr/>
					\$2,853.25

DE LAGE LANDEN

05/06/2012	13703136	E 101-41400-240	Office Equip	COPIER	261.92
05/06/2012	13703136	E 101-42110-200	Office Supplies	COPIER	253.89
					<hr/>
					\$515.81

DEX MEDIA EAST LLC

05/02/2012	110097517.0512	E 609-49750-340	Advertising	ADVERTISING	72.93
					<hr/>
					\$72.93

E CYCLING SOLUTIONS

05/07/2012	0152448	E 101-43210-439	Recycling Days	ELECTRONICS RECYCLE EVENT1	99.50
					<hr/>
					\$99.50

ELITE SANITATION

05/09/2012	20487	E 101-45200-402	Janitorial Service	PORTABLE TOILET RENTAL	235.02
					<hr/>
					\$235.02

EMBEDDED SYSTEMS

05/14/2012	32962	E 101-42110-311	Contract	SIREN MAINTENACE 6 MO	502.08
					<hr/>
					\$502.08

FERGUSON WATERWORKS

05/03/2012	S01358569.001	E 601-49440-228	Equipment Maintenance	CB REPAIR TOP CONCENTRIC	260.52
					<hr/>
					\$260.52

FIRESERVICE MANAGEMENT, LTD

04/17/2012	11735	E 101-42210-437	Uniform Allowance	REPAIR	34.22
					<hr/>
					\$34.22

FREEDOM SERVICES, INC.-FD

05/08/2012	13312	G 101-21706	Flex Account	JUNE 2012	418.34
05/08/2012	13312	G 101-21708	Health Premium	JUNE 2012	1,903.84
					<hr/>
					\$2,322.18

FREEDOM SERVICES, INC-MA

05/08/2012	13314	E 101-41540-301	Auditing and Acct g Services	Admin Fee	88.80
					<hr/>
					\$88.80

G&K SERVICES, INC

05/04/2012	1043168922	E 601-49440-402	Janitorial Service	MATS	92.48
					<hr/>
					\$92.48

GOEDEL, JACQUI

		E 230-49990-441	Miscellaneous	MATERIAL FOR FLOAT	446.96
					<hr/>
					\$446.96

GRAFIX SHOPPE

04/27/2012	80420	E 101-42210-221	Vehicle Repair & Maintenance	FORD F-250	58.09
					<hr/>
					\$58.09

GRANITE CITY JOBBING CO.

05/01/2012	719992	E 609-49750-210	Operating Supplies	OPERATING	116.08
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05/01/2012	719992	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
05/01/2012	719992	E 609-49751-254	Miscellaneous Merchandise	MISC	11.54
05/01/2012	719992	E 609-49751-256	Tobacco Products For Resale	TOBACCO	633.81
05/08/2012	720894	E 609-49750-210	Operating Supplies	OPERATING	(30.19)
05/08/2012	720894	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
05/08/2012	720894	E 609-49751-256	Tobacco Products For Resale	TOBACCO	966.72
					<hr/>
					\$1,706.46

HAWKINS, INC.

05/08/2012	3336781	E 601-49440-216	Chemicals and Chem Products	CHLORINE	1,690.69
					<hr/>
					\$1,690.69

HENRYS WATERWORKS, INC.

05/09/2012	15755	E 601-49440-228	Equipment Maintenance	SINGLE LID COVER	850.84
					<hr/>
					\$850.84

HIDDEN FALLS INC.

05/07/2012	3365	E 101-45200-229	Project Repair & Maintenance	DEBRIS NET FOR FOUNTAIN	27.59
					<hr/>
					\$27.59

INNOVATIVE OFFICE SOLUTIONS, L

05/02/2012	IN 37218	E 101-42110-200	Office Supplies	SUPPLIES	92.58
					<hr/>
					\$92.58

JJ TAYLOR DISTRIBUTING

05/10/2012	1762275	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
05/10/2012	1762275	E 609-49751-252	Beer For Resale	BEER	176.30
					<hr/>
					\$179.30

JOHNSON BROS WHLSE LIQUOR

05/02/2012	1288196	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.47
05/02/2012	1288196	E 609-49751-251	Liquor For Resale	LIQUOR	130.50
05/02/2012	1288197	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.11
05/02/2012	1288197	E 609-49751-253	Wine For Resale	WINE	514.85
05/03/2012	1288691	E 609-49751-253	Wine For Resale	WINE	123.30
05/03/2012	533442	E 609-49751-206	Freight and Fuel Charges	LIQUOR CREDIT	(1.23)
05/03/2012	533442	E 609-49751-251	Liquor For Resale	LIQUOR CREDIT	(108.75)
05/03/2012	533443	E 609-49751-206	Freight and Fuel Charges	WINE CREDIT	(1.47)
05/03/2012	533443	E 609-49751-253	Wine For Resale	WINE CREDIT	(57.85)
05/09/2012	1293413	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.01
05/09/2012	1293413	E 609-49751-251	Liquor For Resale	LIQUOR	954.15
05/09/2012	1293414	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.64
05/09/2012	1293414	E 609-49751-253	Wine For Resale	WINE	438.80
					<hr/>
					\$2,048.53

JONAK, STEVE

		E 601-49440-444	Refund & Reimbursement	REFUND OVERPAYMENT	141.37
					<hr/>
					\$141.37

JRS APPLIANCE

05/15/2012	78517	E 101-43210-439	Recycling Days	RECYCLING	297.20
					<hr/>
					\$297.20

KIMS KLEANING

05/07/2012	2038	E 601-49440-233	Water Treatment Plant Maint	SCRUB, MOP AND SEAL FLOOR:	1,000.00
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					\$1,000.00
KRUGER DIVERSIFIED INC					
04/24/2012	50110	E 602-49490-228	Equipment Maintenance	FIX MOTOR	890.00
					\$890.00
LANDSCAPE STRUCTURES, INC					
05/14/2012	M99161	E 101-45200-229	Project Repair & Maintenance	SWING	241.53
					\$241.53
LEHNE S SERVICE, INC.					
05/16/2012	14190	E 101-45200-218	Equipment Repair & Maintenance	FIX TIRE-BELOS	20.00
					\$20.00
MCDONALD DIST CO.					
05/03/2012	300522	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
05/03/2012	300522	E 609-49751-252	Beer For Resale	BEER	7,828.55
05/10/2012	301130	E 609-49751-254	Miscellaneous Merchandise	MISC	102.00
05/10/2012	301130	E 609-49751-255	N/A Products	N/A	33.50
05/10/2012	301131	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
05/10/2012	301131	E 609-49751-252	Beer For Resale	BEER	8,281.97
					\$16,252.02
MCDONOUGH, BARRY					
03/21/2012	032112	E 101-42210-217	Other Operating Supplies	TACKLE BOXES FOR MEDS	14.97
					\$14.97
METRO FIRE					
04/23/2012	44009	E 601-49440-233	Water Treatment Plant Maint	APR ADAPTER ASSEMBLY	247.77
					\$247.77
METRO WEST INSPECTIONS SERVICE					
05/10/2012		G 101-20820	Surcharge Payable	INSPECTIONS	423.66
					\$423.66
MN CITY/CTY MANAGEMENT ASSN.					
		E 101-41400-433	Dues and Subscriptions	MEMBERSHIP	127.89
					\$127.89
MPH INDUSTRIES, INC.					
03/30/2012	647289	E 101-42110-237	Small Equipment	STEIGER	2,008.18
					\$2,008.18
MULVIHILL, DARCY					
		E 101-41400-331	Travel Expenses	MILEAGE TO BRAINERD	122.66
					\$122.66
NORTH ANOKA PLUMBING					
05/07/2012	7760	E 101-45200-229	Project Repair & Maintenance	TURN ON WATER & CHECK SYS	474.00
					\$474.00
NORTH MEMORIAL URGENT CARE					
05/07/2012	663049-00.0512	E 101-43100-441	Miscellaneous	TESTS	27.00
05/07/2012	663049-00.0512	E 101-45200-441	Miscellaneous	TESTS	27.00
					\$54.00
OPUS 21					

05/14/2012	120417	E 601-49440-382	Utility Billing	APRIL 2012	1,429.92
05/14/2012	120417	E 602-49490-382	Utility Billing	APRIL 2012	1,429.91
					<hr/>
					\$2,859.83

PACE ANALYTICAL SERVICES

05/01/2012	121200374	E 601-49440-313	Sample Testing	TESTS	120.00
					<hr/>
					\$120.00

PHILLIPS WINE & SPIRITS CO.

05/02/2012	2234511	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.19
05/02/2012	2234511	E 609-49751-251	Liquor For Resale	LIQUOR	176.91
05/02/2012	2234512	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.17
05/02/2012	2234512	E 609-49751-253	Wine For Resale	WINE	420.15
05/03/2012	3481847	E 609-49751-206	Freight and Fuel Charges	WINE CREDIT	(1.47)
05/03/2012	3481847	E 609-49751-253	Wine For Resale	WINE CREDIT	(25.55)
05/09/2012	2238066	E 609-49751-206	Freight and Fuel Charges	FREIGHT	67.62
05/09/2012	2238066	E 609-49751-251	Liquor For Resale	LIQUOR	3,293.55
05/09/2012	2238067	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.88
05/09/2012	2238067	E 609-49751-253	Wine For Resale	WINE	146.20
					<hr/>
					\$4,102.65

PINNACLE ENGINEERING, INC.

05/01/2012	38081	E 602-49490-313	Sample Testing	WELL SAMPLING	750.00
					<hr/>
					\$750.00

PPL INDUSTRIES

05/05/2012	0000528-IN	E 101-43210-439	Recycling Days	MATTRESSES	795.00
					<hr/>
					\$795.00

PREMIUM WATERS, INC.

04/30/2012	453056-04-12	E 101-42110-311	Contract	MONTHLY MAY	19.24
					<hr/>
					\$19.24

PRINTING UNLIMITED

05/09/2012	6266	E 101-41400-441	Miscellaneous	BUISNESS CARDS	44.89
					<hr/>
					\$44.89

SOUTHERN WINE & SPIRITS OF MN

03/02/2012	1703485	E 609-49751-253	Wine For Resale	WINE CREDIT	(36.09)
05/03/2012	1786458	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.25
05/03/2012	1786458	E 609-49751-251	Liquor For Resale	LIQUOR	462.92
05/10/2012	1786492	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.06
05/10/2012	1786492	E 609-49751-251	Liquor For Resale	LIQUOR	1,161.48
05/10/2012	1786492	E 609-49751-253	Wine For Resale	WINE	48.00
					<hr/>
					\$1,656.62

STERLING TROPHY

12/12/2011	8333	E 101-42210-217	Other Operating Supplies	FF ID TAGS	55.58
					<hr/>
					\$55.58

STREICHER S

02/13/2012	1905493	E 101-42110-437	Uniform Allowance	REHLING	14.95
03/27/2012	1916970	E 101-42110-437	Uniform Allowance	STEMME	169.99
03/27/2012	1917000	E 101-42110-437	Uniform Allowance	STEIGER	392.07
03/27/2012	1917052	E 101-42110-437	Uniform Allowance	STEIGER	247.88

05/08/2012	1927038	E 101-42110-441	Miscellaneous	STEMME	1,029.98
05/09/2012	CM256056	E 101-42110-437	Uniform Allowance	N STEIGER	(29.90)
					<u>\$1,824.97</u>

TECH SALES CO.

05/07/2012	316931	E 602-49490-229	Project Repair & Maintenance	SEMI ANNUAL CALIBRATION	300.00
					<u>\$300.00</u>

TELECIDE (TWIN CITIES EMEDIA)

05/02/2012	20120053	E 101-42110-218	Equipment Repair & Maintenance	MONITOR FOR SQUADROOM	107.11
					<u>\$107.11</u>

THE AMERICAN BOTTLING COMPANY

05/04/2012	2451101919	E 609-49751-254	Miscellaneous Merchandise	MISC	117.20
05/04/2012	2451101920	E 609-49751-254	Miscellaneous Merchandise	MISC CREDIT	(2.50)
					<u>\$114.70</u>

THORPE DISTRIBUTING COMPANY

05/14/2012	690106	E 609-49751-253	Wine For Resale	WINE	150.60
05/14/2012	690107	E 609-49751-252	Beer For Resale	BEER	381.70
					<u>\$532.30</u>

TURFMASTERS

05/15/2012	1823	E 101-45200-419	Turf/Fertilizer/Weed Control	FERTILIZER	2,957.23
					<u>\$2,957.23</u>

ULTRAMAX

04/26/2012	127968	E 101-42110-217	Other Operating Supplies	AMMUNITION	698.96
04/26/2012	127968	G 101-20810	Sales Tax Payable	AMMUNITION	(44.96)
					<u>\$654.00</u>

UPPER RUM RIVER WATERSHED MGT

		E 101-49200-471	Watershed	2ND HALF 2012	1,167.99
					<u>\$1,167.99</u>

WATER LABORATORIES INC.

05/08/2012	12E-134	E 601-49440-313	Sample Testing	TESTING	17.00
					<u>\$17.00</u>

WIRTZ BEVERAGE MN

03/26/2012	856771	E 609-49751-206	Freight and Fuel Charges	LIQUOR CREDIT	(1.45)
03/26/2012	856771	E 609-49751-251	Liquor For Resale	LIQUOR CREDIT	(134.96)
05/03/2012	740207	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.85
05/03/2012	740207	E 609-49751-251	Liquor For Resale	LIQUOR	1,150.21
05/14/2012	744289	E 609-49751-251	Liquor For Resale	LIQUOR	538.03
05/14/2012	744289	E 609-49751-253	Wine For Resale	WINE	60.00
					<u>\$1,630.68</u>

\$132,134.34

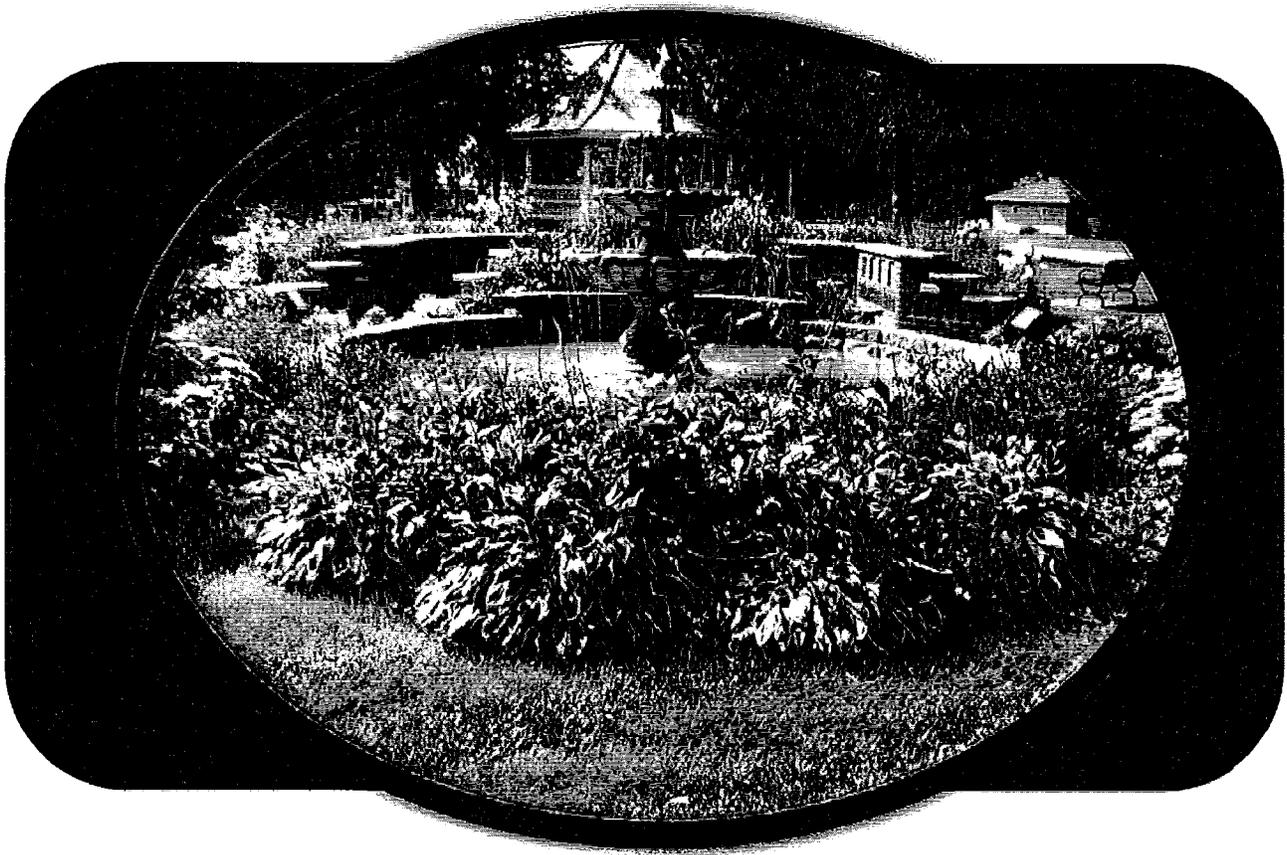
FUND SUMMARY

101 GENERAL FUND	\$66,675.17
230 PIONEER DAYS	\$542.96
402 CAPITAL EQUIPMENT	\$3,070.00
601 WATER FUND	\$11,966.08

602 SEWER FUND	\$3,374.31
609 MUNICIPAL LIQUOR FUND	\$46,275.82
803 ESCROW	\$230.00
Total	<u>132,134.34</u>

 City of
St. Francis

Minnesota



Comprehensive Annual

Financial Report

For the year ended December 31, 2010

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

RESOLUTION 2012-15

**A RESOLUTION ADOPTING 2012 PAY PLAN
FOR NON-ORGANIZED EMPLOYEES AND SETTING THE GENERAL
CITY HEALTH INSURANCE STIPEND AND BENEFITS**

BE IT RESOLVED by the City Council of the City of St. Francis that the attached Pay Plan marked Exhibit 1 and Exhibit 2 shall be approved and adopted with an effective date of January 1, 2012.

The motion for the adoption of the foregoing resolution was made by Councilmember XX and was duly seconded by Councilmember XX and upon vote being taken thereon, the following voted in favor:

Councilmember XX
Councilmember XX
Councilmember XX
Councilmember XX
Councilmember XX

and the following voted against the same:
and the following abstained:
and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 21st
DAY OF MAY, 2012.

APPROVED:

Jerry Tveit, Mayor

ATTEST:

Barbara I. Held, City Clerk

CITY OF ST. FRANCIS
2012 PAY SCALE AND BENEFITS

EXHIBIT 1 – FULL TIME PAY RANGES AND BENEFITS

1. The 2012 Pay Ranges for Full Time are listed in Exhibit 2. Based on acceptable work performance, employees shall advance in their Grade based on current Policy in place.
2. The 2012 Pay Plan continues the City's effort to comply with the Comparable Worth Law.
3. The City shall contribute \$650.00 per month towards the purchase of Health Insurance, Life Insurance, Disability coverage, etc. through a City provided plan. Employees who have Health Insurance coverage through another source and/or opt not to elect voluntary coverage(s), may receive the unused portion of the City's contribution for this coverage, up to \$650.00 per month, as taxable income. All employees shall be required to provide proof of Health Insurance if they do not select Health Insurance coverage through a City provided plan.
4. The City shall provide Short Term Disability Coverage, Long Term Disability Coverage and Life Insurance coverage through Assurant Employee Benefits.
5. The City Council retains all authority to amend or otherwise adjust this Pay Plan or any section thereof as well as an individual's placement on the pay system.
6. Employees subject to this Pay Plan are those "Public Employees" as defined in Minnesota Statute Section 179A.03, Subd. 14.

AGENDA REPORT

TO: City Administrator

FROM: Public Works Director 

SUBJECT: Regular Part Time Employees

DATE: 5-21-2012

INTRODUCTION: One of our full time employees asked if the City would be willing to change his position status to regular part time employee due to family priorities. Over the past couple of months City staff has looked into this request and has made sure the Union is supportive of the proposed change. We feel we have come up with a workable solution for this request with minimal impact to the overall budget while adding an additional 20 hours to the work schedule.

BACKGROUND: The “to do” list for the Public Works Department continues to grow, we as a department strive to maintain excellent customer service by answering resident requests in a timely manner and still perform all of our routine activities to the best of our abilities. Over the last 4-5 years we have requested the addition of full time employees to help with the work load and every year we as staff red line this request before it goes in front of the Council because we know the Council has committed themselves to keeping taxes down and “doing more with less”.

Our Plan to “do more with about the same amount of money” is simply this. Permit the request of full time to regular part time by our current full time member and add a regular part time employee. Given the changes in the pay scale which you are approving in this agenda as well and reduction of paid benefits by the City we would essentially be paying two 30 hour a week regular part time employees the same as we would pay for one 40 hour a week full time employee, thus gaining an additional 20 working hours.

RECOMMENDATION: Council approves change of employment status for requesting full time employee to regular part time employee when we add the additional Regular Part Time Employee.

Council declares vacancy for a regular part time employee and authorized City Staff to fill this position.

BUDGET IMPACT: None; the reduction in the compensation scale and the paid benefits should be enough to cover the any additional cost that may be incurred do to the additional regular part time employee.

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Attachments:

1. None

AGENDA REPORT

TO: City Administrator
FROM: Assistant Public Works Director
SUBJECT: Purchase of Ball Field Groomer
DATE: 05-17-2012

REP

INTRODUCTION: Our current ball field groomer is made to only be used on our 2003 Kawasaki Mule, which has been traded in with the purchase of the ToolCat that was approved for purchase at the March 5, 2012 Council meeting. We have taken possession of the ToolCat and accessories; Crawford's Equipment has allowed us to continue to use the Mule until we have purchased a new infield groomer.

BACKGROUND: At the time the purchase of the ToolCat was approved (03-05-2012) we were still researching Infield Drags for use on our ball fields. We have identified the PR72 Pro Groomer as the attachment that will work the best for us. With the Ball coupler Hitch option we would also be able to use this with our Zero turn mower or Belos machine in the event that the ToolCat is in use. The electric lift and Remote control will allow for safer and efficient operation when grooming the fields.

RECOMMENDATION: Council to approve the purchase of a PR72-E Pro Groomer standard Electric Lift Machine with the following options: Drag Mat, Dual Remote Control, Tongue Stand and 2" Ball Coupler Hitch, for \$5831.71 (tax included) from the Heying Company.

BUDGET IMPACT: None. Currently there is \$9400.00 available in the Capital Improvement Plan for this Purchase.

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Attachments:

1. PR72-E Electric Lift Pro Groomer Machine and accessories Quote



Heying Company
 515 6th Ave. Alton, Iowa 51003
 Ph. (712) 756-8847 Fax (712) 756-8849

www.Infield-Drag.com

Date: 5-14-12 Quote good until 6-14-12

QUOTE

Eric Peterson
 Asst. Public Works Dir./Recycling Coordinator
 City of St. Francis
 23340 Cree St NW
 St. Francis, MN 55070
 www.stfrancismn.org Ph: 763.235.2305 Fax: 763.753.9881
 Email: epeterson@stfrancismn.org

Eric,
 Thanks for your interest in our industry leading equipment.

- Here is a quick list of our Infield Groomers: (options are available)
- PR72-E Pro Groomer (Electric Lift) 4,395.00
 - PR72-M Pro Groomer (Manual Lift) 3,495.00
 - MG72 Multi Groomer, Standard Duty Electric Lift, Wireless Remote, 3,400.00
 - MG72 Multi Groomer (HD), Heavy Duty Electric Lift, Wireless Remote, 3,750.00
 - AS58 All Star Chisel-Drag (Manual Lift) 3,100.00

You specifically requested a quote on the PR72-E Pro Groomer, so that quote follows:
 PR72 Pro Groomer - Electric Lift Machine, with options also listed, plus shipping.

PR72-E Electric Lift PR72 Pro Groomer	
Standard Electric Lift Machine Cost	4,395.00
-comes standard with either the corded or wireless remote control (customer chooses).	
-for dual remote control, see "dual remote control" option below.	
Options - Accessories:	
Drag Mat (Customer chooses either 72" wide or 78" wide drag mat)	395.00
Dual Remote Control (Build machine with Corded and Wireless Control)	250.00
Tongue Stand	125.00
Ball Coupler Hitch (1-7/8" or 2" Ball Size)	140.00
No tax will be charged as long as we receive proof of tax exempt status.	
Shipping - to 55070 (standard shipping common carrier)	151.57

We look forward to serving you.
 Please let me know if there is anything else you need.

Sincerely,

Randy Heying, owner
 Email: rbheyng@midlands.net Cell Ph. 712-348-8847