

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 22, 2011
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. City Council Minutes- February 7, 2011
 - b. St. Francis Fire and Rescue General Meeting Minutes – February 6, 2011
 - c. Receive and File the Upper Rum River Watershed Management Minutes –January 4, 2011
 - d. Jacob Blanchette Letter of Resignation from the St. Francis Fire Department
 - e. Appoint Planning Commission Applicant Roni Ronjak
 - f. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a.
7. Ordinances & Resolutions:
 - a. Ordinance 152, Second Series: Amending Section 6-1-6 Entitled “Fee Schedule” (Second Rdg)
8. Reports of Consultants & Staff Members
 - a. Engineer: Agreement between Dept. of Transportation & City of St. Francis for Federal Participation in Construction-Resolution 2011-03 MnDOT Agency Agreement No. 97988
 - b. Attorney:
 - c. Staff:
 - Fire Dept:
 - Public Works:
 - Liquor Store:
 - Police:
 - City Administrator Report:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
 - a. Revolving Loan Draft Policy for Economic Development
12. New Business
 - a. Efficiency Report Card –Finance Director
 - b. Tour of the Public Works Facility (4020 St. Francis Blvd.)
13. Adjournment

Calendar of Events

- Feb. 8th: Annual Charter Commission Meeting @ City Hall 6:30 pm
Feb. 16th: Planning Commission Meeting @ ISD #15 Central Services Center 7:00 pm
Feb. 21st: City Offices Closed in Observance of Presidents Day
Feb. 22nd-Tues: City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm
Feb. 28th: City Council Work Session/Retreat
Mar. 7th: City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm
Mar. 16th: Planning Commission Meeting @ ISD #15 Central Services Center 7:00 pm
Mar. 21st: City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm
Mar. 24th: Education Workshop on the River Crossing Study and Extension of Bridge St @ SF Elementary 7 pm

TO: Mayor & City Council

FROM: Matthew L. Hylan,
City Administrator



RE: Agenda Memorandum – February 22, 2011 Meeting

Agenda Items:

4. Consent Agenda:

6. Petitions, Requests, Applications:

7. Ordinances & Resolutions:

- a. *Ordinance 152, Second Series:* Attached is Ordinance 152, SS second reading relating to an amendment to the city fee schedule. Also attached is an Agenda Report explaining the need for change already in 2011. A motion would be in order to approve the second reading of Ordinance 152, Second Series with a roll call vote to follow.

8. Reports:

- a. **Engineer:** *MNDOT Agreement:* Attached is a memorandum from City Engineer Jared Voge explaining the attached Resolution 2011-03, A Resolution for Agency Agreement. This is an agreement to further the Pederson Path project.

b. City Attorney:

c. Staff:

Fire Dept:

Public Works:

Liquor Store:

Police:

City Administrator:

11. Old Business

- a. **Revolving Loan Policy Discussion:** Attached is the “Concept Summary Proposal” from Central Minnesota Development Company. As we discussed last meeting, CDMC could be the third party “reviewer” of our potential loans. They would review and manage the loans as outlined in the draft Revolving Loan Fund document. Also attached is an overview cover letter from CDMC President, Mike Mulrooney. I do not anticipate a vote Tuesday evening, only further input from Council on how the structure of the new St. Francis Revolving Loan Program is proceeding.

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

CITY COUNCIL MINUTES

February 7, 2011

Mayor Jerry Tveit addressed the City Council before the meeting regarding councilmembers requesting information from other cities. As a reminder, all requests for information should go through City Staff.

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:02 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Jeff Sandoval, LeRoy Schaffer, Steve Kane, and Chris McClish. Also present were City Attorney Tim Erb (Barna, Guzy & Steffen), 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 KANE SECOND SANDOVAL TO ADOPT THE FEBRUARY 7, 2011 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** Schaffer asked that b and c be removed from consent agenda. MOTION BY SANDOVAL SECOND KANE TO APPROVE THE FEBRUARY 7, 2011 CITY COUNCIL CONSENT AGENDA A and D AS FOLLOWS:
 - a. Approve the City Council Minutes of January 18, 2011.
 - b. Approve the MN Dept of Public Safety Joint Powers Agreement on the distribution of ~~Datamaster DMT-G with Fuel Cell option Evidential Breath Tester Instrument Agreement.~~
 - c. ~~Approve amending the Contract for Services with ISD #15 regarding Maintenance of Vehicles and Equipment.~~
 - d. Approve the Payment of Claims for \$234,253.25.

Motion carried 5-0.

Mayor Tveit asked if the Police Chief could explain the Consent Agenda item b. Chief Harapat said this agreement is for a piece of equipment that is being replaced by the Intoxilyzer 5000 that was discontinued. Tveit asked if this is a recommended agreement, which Chief Harapat replied yes. MOTION BY SANDOVAL SECOND SCHAFFER TO APPROVE THE MN DEPT OF PUBLIC SAFETY JOINT POWERS AGREEMENT ON THE DISTRIBUTION OF DATAMASTER DMT-G WITH FUEL CELL OPTION EVIDENTIAL BREATH TESTER INSTRUMENT AGREEMENT. Motion carried 5-0.

In regards to item c Schaffer asked shouldn't we go out for bids? Tveit stated we are providing a joint cooperation between the City and the School District on the repair and maintenance of our public works vehicles and equipment. Tveit said we used to bring them to Connexus Energy in Ramsey. I think we are saving money this way with staff time alone. Kane said that is reason

we entered into this contract with the school district, so we did not have to send staff and our equipment down to Ramsey. McClish agreed, by having the vehicles and equipment repaired in town, it is more efficient. MOTION BY KANE SECOND McCLISH TO AMEND THE CONTRACT FOR SERVICES WITH ISD #15 REGARDING MAINTENANCE OF VEHICLES AND EQUIPMENT. Motion carried 5-0.

5. **Meeting Open to the Public:** Robert Brown, 23321 Ivywood Street, St. Francis MN, I just wanted to comment how quickly the police and fire responded to a medical call for his child and I want to come and say thank you. In addition, we have a short stub road in our area that had a drainage problem. I called the city hall and within minutes, they were out there taking care of the problem. Thanks again. An area of concern I have is the intersection of 233rd and Ivywood Street; I believe there should be a stop sign there. There are many kids in the area with a park and trail. I know it is posted at 30 mph but if you could please put this on a list of things to do.

One last item 23292 Ivywood Street has a large amount junk in the yard. How much junk can they have in their yard; there has to be an end to it? Brown stated I know I am not the only one in the neighborhood that has an issue with all the junk in that yard. Hylen said we have the address and will turn this complaint over to the City Planner. Brown thanked the City Council.

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

a. **Donation Presentation by Mayor Tveit to the St. Francis Ambassador Program:**

Mayor Jerry Tveit presented to the St. Francis Ambassador Program a donation of \$585.00, which was part of the proceeds that were collected from the recent area Mayors' Snowmobile Trail Ride. Mayor Tveit thanked the Ambassadors for representing St. Francis.

b. **St. Francis Area Chamber of Commerce – 2010 Year in Review Recap:** Dave Johnson the outgoing president of the St. Francis Area Chamber of Commerce gave the City Council a 2010 Year in Review. Johnson thanked the City for their cooperation with the Chamber and the local businesses. Johnson said he has heard nothing but positive comments with the snowmobile trail through town. Recently we had a Chamber Luncheon that Matt and Nate spoke at. The businesses were thankful for the City coming and asking them for their opinion on the sign ordinance that the City is looking at amending. One last thing, just keep in mind the taxes on the businesses at budget time. In general, thank you from the St. Francis Area Chamber of Commerce. Johnson introduced Joe Rous as the new St. Francis Area Chamber of Commerce president.

7. **Ordinances & Resolution:**

a. **Ordinance 152, Second Series: Amending Section 6-1-6 Entitled "Fee Schedule" (First Reading):** MOTION BY SANDOVAL SECOND KANE TO ADOPT THE FIRST READING OF ORDINANCE 152, SECOND SERIES AMENDING SECTION 6-1-6 ENTITLED "FEE SCHEDULE". Schaffer just wanted the public to know that this is just for the gopher bounty. Roll Call: Ayes: Sandoval, Schaffer, Kane, McClish and Tveit. Nays: None. Motion carried 5-0.

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

a. **Engineer:**

b. **Attorney:**

c. **Staff: Fire Dept:**

Public Works: Drinking Water Fluoride Report: Public Works Director, Paul Teicher reported the US Environmental Protection Agency and the US Department of Health and Human Services released a joint statement in January 2011 announcing new efforts on fluoride standards and guidelines based on new scientific data. Health and Human Services revised guidance recommending a single value of 0.7 milligrams/liter for the addition of fluoride to drinking water. The existing fluoride recommendation presents a range of 0.7 mg/l to 1.2 mg/L.

Kane asked about some of the intersections in town and could the snow piles be knocked down especially coming out of the post office. Kane said it is hard to see cars coming. Teicher reported the City Staff has been working on some of the intersections when we are able to borrow the equipment from the school district. The section by the post office is on a county road, so Teicher stated he would contact Anoka County.

Schaffer said he has received a number calls, complaining of the snow compaction on the skating rinks. I am going to keep an eye on it. Schaffer said by switching over we made a big mistake, we shouldn't have contracted that out. Schaffer also said the people praised you guys (public works). Tveit said maybe contracting everything out isn't worth it. Tveit said we would review the contracted service it at the end of the season.

Liquor Store:

Police Dept:

City Administrator Report: Workers Compensation/Loss Control Report: Hylen reported on a recent visit from a representative of Berkley Risk. They are contracted with the League of MN Cities. In reviewing their comments, we were pleased to see that the City is already addressing some of the typical concerns. Hylen gave an update on Workers Compensation and the mod ratings. We at the staff level are trying to alleviated claims; even one claim can cause our mod rating to go up. One area of concern is tree trimming; we will look at the options of contracting that out. The City has not had a sewer claim in five years. Berkley Risk indicated that is one of their highest claims. Hylen stated the reason why we haven't had claims is because we are maintaining our sewer system. Schaffer said probably because you have three or five employee attending some safety meetings. Hylen stated all of our staff attends safety trainings.

9. **Reports from Council Members:** McClish reported on the number of calls one of St. Francis officers had one-week night and thanks to Anoka County Sheriffs department for their help. McClish also stated he received a compliment from a resident on how well the public works is clearing the streets.

Schaffer said I did take a couple computer classes probably need more training, too broad of training. I don't think there is not a lot out there on training for me. I am going to start going down to the State Capital regarding the home foreclosures.

Sandoval wanted to thank David Johnson for serving as the Chamber president and welcome to the new president, Joe Rous. Also, wanted to thank the public works for their work and thank the Police Chief for being proactive.

10. **Report from Mayor:** A couple weeks ago, the City Administrator and some of the City Councilmembers went to a Local Government Official meeting. It was a great place to network; it was on how local jurisdictions and school districts can work together. It was a very informative meeting.

Tveit also wanted to thank David Johnson for all his work with the Chamber of Commerce and this community. Tveit too welcomed Joe Rous and stated if you have any concerns please contact us.

11. **Old Business:**

a. **Council Retreat Discussion:** Tveit reported that when I stopped by City Hall today I was informed that February 20th is the Sunday of Presidents Day Weekend. It is a long weekend for city staff. We could also move the Council Retreat to February 28th at 4 pm. After discussion, the City Council agreed to move the retreat to February 28th at 4 pm.

12. **New Business:**

a. **Efficiency Report Card-Public Works Department:** Paul Teicher, Public Works Director stated staying on the theme of this evening; is piloting new projects. I do appreciate that residents are contacting you either way, for or against what we are doing. That way we know how these projects are going. We are also going to look at the possibilities of contracting out mowing of our parks this year along with hiring a tree trimming service.

b. **Discussion on Draft Policy for Economic Development:** Recently we were contacted by someone that would like to start up a business in town. Hylen explained how a Revolving Loan Fund could work for the City. Schaffer asked Hylen so you have a business in mind. Hylen stated that until an application is applied for it would remain confidential. An outside organization would be reviewing the loan. MOTION BY TVEIT SECOND KANE TO START THE PROPER PAPERWORK FOR ESTABLISHING A REVOLVING LOAN FUND WITH THE DOCUMENTS BEING REVIEWED BY OF OUR CITY ATTORNEY. Motion carried 4-0. Schaffer abstained.

13. **Adjournment:** The Regular City Council meeting adjourned at 7:09 pm.

Minutes from 2/6/11 General Meeting

Roll call: 19:01

Secretaries Report: N/A

Payroll Specialist: N/A

Asst. Chiefs Report: N/A

Chiefs Report:

N/A

Complaints:

N/A

Fire Marshal Report:

- Applied for FF education grant & FF safety and awareness grant
- Would like to work with Dominoes where Sparky would deliver pizza to the residents and if the smoke detector were working then the pizza is free. If there were no working smokes then Dominoes would pay for the smoke detectors.

Training:

- If disclosures aren't done by Monday morning then your paperwork would be rejected will be rejected.
- Next month mandatory agility test, only 1 alternate day will be scheduled.
- Monday drill is on 4 gas monitors, heat guns, and thermal imagers
- Taylor will not be on the same schedule and the department for refresher hours
- For mutual aid calls make sure to get a tack channel assigned
- When doing traffic control and the driver of the car is not paying attention do not swing your stop sign at the car.

• **Maintenance:**

- New maintenance request forms are in the communications room please start to use them.
- Everything on the maintenance list is done except for 2 things
- Antifreeze leak on engine 1 tightened clamps, need to drive truck to get it up to pressure to make sure the leaks have stopped.
- Lights out in communications room is not light bulbs, need to call city to have ballast replaced.

Old Business:

- Order for tags has been places
- Renee has been paid for the can crusher

New Business:

- Ice anchors have been ordered
- Getting Fortuna, just have to write a letter to the lions
- Voted on wearing uniforms to the general meetings and vote was 7 to 5 for wearing uniforms
- Faanes went to Cambridge Fire Department spaghetti dinner and but our department into a drawing for a axe
- Buddy wants Rescue truck check before your night rescue shift to make sure all equipment is in working order and nothing is missing or a more detailed check list for after the call. Voted on this and it was 15-0 for a more detailed check list.
- Rescue radio is not charging due to it not being put into the charger correctly, make sure there is a green or red light on when truck is checked.

Committee's:

- Truck committee: They have sent out the wants and needs list to 5 fire truck builder
- Appreciation dinner is Saturday, March 5th at the legion.

Motion to adjourn: Bobby 1st, Brigit 2nd

Upper Rum River Watershed Management Organization
Meeting Minutes for January 4, 2011

Chair Todd Miller called the meeting to order at 7:06pm with the following members present Mary Ann Empson, Ed Faherty, Orval Leistico and Jared Trost. Absent were Melanie Kern, Greg Hunter and John Wangenstein. Also present was Jamie Schurbon of Anoka Conservation District (ACD).

APPROVAL OF MINUTES

Ed Faherty moved and Mary Ann Empson seconded to approve the November 9, 2010 meeting minutes as presented. All in favor, motion carried.

OLD BUSINESS

B. Bid requests for professional services update – Chair Miller reported a legal advertisement for bids ran twice in the Anoka Union; Jamie Schurbon noted that it was posted on the website also. No responses have been received. Cost billed to the City of Bethel for the ad placement was \$71.75. **Ed Faherty moved and Orval Leistico seconded to approve payment of \$71.75 to EMC Publications (rather than the City of Bethel) for the legal advertisement that ran in the Anoka Union. All in favor, motion carried.**

NEW BUSINESS

A. 2011 Work Contract with ACD – Reviewed and discussed a revised Contract for Services. Fees were edited to reflect ACD's 2011 fee schedules, however, this did not change the approved budget amount. ACD recommended adding lake level monitoring on Coopers and Minard Lakes due to dramatic water level drops in recent years. Funding for this work would come out of the Water Quality Cost Share Grant Fund; discussed lowering the 2012 contribution amount to this fund. Discussed possible topics for the annual newsletter. **Jared Trost moved and Mary Ann Empson seconded to approve the revised 2011 Contract for Services with Anoka Conservation District for \$10,907.00. All in favor, motion carried.**

OLD BUSINESS

C. Audit information sent to BWSR – An email was received from Melissa Lewis at BWSR stating the needed 2009 URRWMO info was received.

A. Joint Powers Agreement (JPA) – Discussed amending the JPA. Reviewed Ham Lake's requested change and changes proposed by East Bethel. By unanimous consensus it was decided to submit an amended 2011 JPA to all parties for review and approval. Proposed amendments are: 1) Section 2.2 second line to read “Each representative of a *party to this agreement who is current in the payment of their share of operating expenses* shall have one (1) vote.”, 2) Section 2.2 third line to read “Representatives *appointed* to the Organization...”, 3) Section 3.3 first line remove repeat wording *may contract services*, 4) Section 3.8, Subd. 3 last sentence to read “...such services *within* 15 days...”, 5) Section 3.12 B. first paragraph to be changed to read “...of the benefits to be realized, (period inserted, new paragraph) The

Organization shall...”, 6) Chair Miller will contact the insurance company to see if there is a charge to change the certificate of insurance to list each party to the Agreement as an additional insured. If there is a charge, no change will be made. If there is not a charge, Section 3.14 last paragraph to read “...of insurance listing *each party to the Agreement as an additional insured.*” Chair Miller will send a copy of the proposed 2011 Amended JPA to all board members and cities with the intent that it be approved at the March 1st meeting.

MAIL

A. LMC letter noting coverage changes.

B. Letter from Bolton & Menk, Inc. asking for comment from URRWMO regarding path installation in St. Francis. No comment from the URRWMO.

OTHER

A. Chair Miller noted the email sent to the City of Oak Grove from Jamie Schurbon providing information regarding the URRWMO and wanted to thank Jamie for giving credit to the current board members.

B. Melanie Kern submitted her resignation on 1/4/11 to the URRWMO via email.

ADJOURN

Jared Trost moved and Mary Ann Empson seconded to adjourn. All in favor, meeting adjourned at 10:00 pm.

Gail E. Gessner, Recording Secretary
Submitted via email on 1/6/11

TO whom this may concern!

I am writing to inform you that I am officially resigning from my position as a firefighter on the ST. Francis Fire Department. Thank you for the opportunity and it has been a great experience

Jacob Blanchette

A handwritten signature in blue ink, appearing to read 'Jacob Blanchette', with a long horizontal flourish extending to the right.

CITY OF ST. FRANCIS
APPLICATION FOR COMMISSIONS

- Planning Commission () Park Commission () Upper Rum River
() Charter Commission

1. Name Roni Ronyak Home Phone _____
Work Phone _____
2. Address 5168 241st Avenue NW
3. How long have you lived in the City? 3 years in June
4. Occupation Database Admin Employer Pentair, Inc.
5. Education (Please indicate highest grade completed or degree and course of study)
Currently completing BA in Tech Communications, I also have an A.A.S (legal secretary); A.A. and a 1 year degree in Networking + Telecommunications.
6. What skills do you have that you feel would benefit the City? Analytical and project management. I have also taught computer training classes and give presentations.
7. Why do you want to serve on this Commission? I would like to make positive contributions on how my community grows and develops.
8. What experience do you have that you feel would be pertinent to this Commission?
I am an IT analyst and have been involved in many projects where the goals of the entire organization must be considered. I can see the "big picture."
9. What other civic activities are you involved in? None at this time.
10. Do you participate in any activities that may be viewed as a Conflict of Interest in serving on this Commission? NO.
11. Have you attended a Commission meeting within the past year? NO If yes, please indicate the reason for attending. _____
12. Have you served on any City Commission or board in the past? No If yes, please indicate the Commission and the date of service. _____

Signature Roni L. Ronyak Date 2-7-11



PAYMENT BATCH AP 02-22-11

ADVANCED AUTOMOTIVE CARE, INC.

01/18/2011	30833	E 101-42110-221	Vehicle Repair & Maintenance	08 DODGE CHARGE	58.25
02/01/2011	30943	E 101-42110-221	Vehicle Repair & Maintenance	09 DODGE CHARGE	156.52
					\$214.77

AIRGAS NORTH CENTRAL

01/31/2011	105781401	E 101-43100-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	3.68
01/31/2011	105781401	E 101-43210-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	3.68
01/31/2011	105781401	E 101-45200-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	3.68
01/31/2011	105781401	E 601-49440-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	3.68
01/31/2011	105781401	E 602-49490-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	3.67
					\$18.39

AMERIPRIDE LINEN & APPAREL SER

02/03/2011	1000747080	E 609-49750-219	Rug Maintenance	RUG MAINT	44.95
02/10/2011	1000753359	E 101-41940-219	Rug Maintenance	MATS	46.92
					\$91.87

ANOKA COUNTY CENTRAL COMM.

02/04/2011	2011-108	E 101-42110-321	Telephone	INTERNET JANUARY	156.12
					\$156.12

B&B PRODUCTS / RIGS & SQUADS

01/17/2011	3437	E 101-42110-550	C-O-L Motor Vehicles	NEW DODGE CHARGER	5,768.30
					\$5,768.30

BERNICK COMPANIES, THE

02/11/2011	130979	E 609-49751-252	Beer For Resale		135.00
02/11/2011	130979	E 609-49751-255	N/A Products		20.00
					\$155.00

BGS (BARNA GUZY)

01/31/2011	78431	E 101-41600-312	Criminal Legal Fees	PROSECUTION/MISC	4,864.00
01/31/2011	78806	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
01/31/2011	78807	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	143.00
					\$6,807.00

BOLTON & MENK, INC.

01/26/2011	0137641	E 507-00000-303	Engineering Fees	230TH/IVYWOOD IMP	725.00
01/26/2011	0137642	E 426-00000-303	Engineering Fees	AMBASSADOR TRUNK UTILITY II	12,068.50
01/26/2011	0137644	E 226-45100-303	Engineering Fees	PEDERSON PATH DESIGN	14,560.50
01/26/2011	137643	E 101-41910-303	Engineering Fees	GUN CLUB, UTILITY PERMIT, MN	250.00
01/26/2011	137643	E 101-42210-441	Miscellaneous	FIRE GRID MAP	93.00
					\$27,697.00

CONNEXUS ENERGY

01/31/2011	GI419	E 101-43100-311	Contract	REMOVE XMAS DECORATIONS	312.50
					<u>\$312.50</u>
COURIER, THE					
02/07/2011	32540	E 101-43210-439	Recycling Days	RECYCLING	9.00
					<u>\$9.00</u>
CRYSTAL SPRINGS ICE					
01/31/2011	51818C	E 609-49751-254	Miscellaneous Merchandise		(1.74)
02/11/2011	22771	E 609-49751-254	Miscellaneous Merchandise		69.10
					<u>\$67.36</u>
DAHLHEIMER DIST. CO. INC.					
02/02/2011	36954	E 609-49751-252	Beer For Resale		16,339.72
02/02/2011	36954	E 609-49751-254	Miscellaneous Merchandise		102.00
02/09/2011	37623	E 609-49751-252	Beer For Resale		3,385.64
02/10/2011	37928	E 609-49751-252	Beer For Resale		120.00
					<u>\$19,947.36</u>
DAY DISTRIBUTING CO.					
02/04/2011	587467	E 609-49751-252	Beer For Resale		1,097.90
02/04/2011	587467	E 609-49751-255	N/A Products		36.80
					<u>\$1,134.70</u>
DE LAGE LANDEN					
02/06/2011	8642364	E 101-41400-240	Office Equip	COPIER 2/1/11 - 2/28/11	366.58
					<u>\$366.58</u>
DELL					
01/31/2011	XF743WMD9	E 101-41400-240	Office Equip	4 COMPUTERS	1,488.85
01/31/2011	XF743WMD9	E 101-41500-240	Office Equip	4 COMPUTERS	744.43
01/31/2011	XF743WMD9	E 101-42110-237	Small Equipment	4 COMPUTERS	744.43
					<u>\$2,977.71</u>
DEX MEDIA EAST LLC					
02/05/2011	110097517.0211	E 609-49750-340	Advertising	FEBRUARY 2011	63.83
					<u>\$63.83</u>
ECM PUBLISHERS, INC.					
02/04/2011	IQ 01781169	E 101-41910-351	Legal Notices Publishing	PLANNING COMMISSION	41.00
					<u>\$41.00</u>
ELITE SANITATION					
		E 101-45200-402	Janitorial Service	TOILET RENTAL	148.45
					<u>\$148.45</u>
ENVENTIS					
02/01/2011	737705.0211	E 101-41940-321	Telephone		217.32
02/01/2011	737705.0211	E 101-42110-321	Telephone	FEBRUARY	254.19
02/01/2011	737705.0211	E 101-42210-321	Telephone	FEBRUARY	36.16
02/01/2011	737705.0211	E 101-43100-321	Telephone	FEBRUARY	36.20
02/01/2011	737705.0211	E 101-45200-321	Telephone	FEBRUARY	36.20
02/01/2011	737705.0211	E 601-49440-321	Telephone	FEBRUARY	36.16
02/01/2011	737705.0211	E 602-49490-321	Telephone	FEBRUARY	36.16
02/01/2011	737705.0211	E 609-49750-321	Telephone	FEBRUARY	72.36

					\$724.75
EXTREME BEVERAGE					
02/04/2011	18-875	E 609-49751-254	Miscellaneous Merchandise		224.00
					\$224.00
FERGUSON WATERWORKS					
02/01/2011	S01291298.001	E 601-49440-259	Water Meters	SWIVELS/RUBBER METER GSK1	998.26
					\$998.26
GIBSONS MANAGEMENT					
02/07/2011	272011	E 101-45200-311	Contract	FEB MANAGEMENT 2/1/11 - 2/28,	5,332.04
					\$5,332.04
GOOSE LAKE FARM & WINERY					
02/01/2011	640353	E 609-49751-253	Wine For Resale		192.00
					\$192.00
GOPHER STATE ONE-CALL, INC.					
02/16/2011	5733	E 601-49440-442	Gopher State	TICKETS	5.80
02/16/2011	5733	E 602-49490-442	Gopher State	TICKETS	5.80
					\$11.60
GRAINGER, INC.					
02/08/2011	9457494665	E 602-49490-228	Equipment Maintenance	BEARING HVAC	117.05
					\$117.05
GRANITE CITY JOBBING CO.					
02/01/2011	671001	E 609-49750-210	Operating Supplies		14.27
02/01/2011	671001	E 609-49751-206	Freight and Fuel Charges		4.25
02/01/2011	671001	E 609-49751-254	Miscellaneous Merchandise		61.95
02/01/2011	671001	E 609-49751-256	Tobacco Products For Resale		189.45
02/08/2011	671656	E 609-49750-210	Operating Supplies		82.10
02/08/2011	671656	E 609-49751-206	Freight and Fuel Charges		4.25
02/08/2011	671656	E 609-49751-256	Tobacco Products For Resale		542.28
02/08/2011	671656	G 101-20810	Sales Tax Payable		(1.18)
					\$897.37
HACH COMPANY					
02/09/2011	7108368	E 602-49490-235	Lab Supplies	PHOSVER	74.66
					\$74.66
HELD, BARB					
02/14/2011	021411	E 101-41410-441	Miscellaneous	MILEAGE	15.30
					\$15.30
INNOVATIVE OFFICE SOLUTIONS, L					
02/08/2011	WO-10506741-1	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	10.51
					\$10.51
ISD #15					
02/16/2011	85	E 101-43100-221	Vehicle Repair & Maintenance	REPLACE TIRES #12	15.87
02/16/2011	85	E 101-45200-221	Vehicle Repair & Maintenance	REPLACE TIRES #12	15.88
					\$31.75
JJ TAYLOR DISTRIBUTING					
02/09/2011	1511611	E 609-49751-206	Freight and Fuel Charges		3.00

02/09/2011	1511611	E 609-49751-252	Beer For Resale		164.50
					\$167.50

JOHNSON BROS WHLSE LIQUOR

12/03/2010	479515	E 609-49751-206	Freight and Fuel Charges		(8.82)
12/03/2010	479515	E 609-49751-251	Liquor For Resale		(788.31)
12/03/2010	479516	E 609-49751-206	Freight and Fuel Charges		(4.41)
12/03/2010	479516	E 609-49751-253	Wine For Resale		(42.50)
02/02/2011	1993800	E 609-49751-206	Freight and Fuel Charges		47.04
02/02/2011	1993800	E 609-49751-251	Liquor For Resale		2,275.75
02/02/2011	1993801	E 609-49751-206	Freight and Fuel Charges		76.44
02/02/2011	1993801	E 609-49751-253	Wine For Resale		2,125.83
02/04/2011	486971	E 609-49751-206	Freight and Fuel Charges		(4.29)
02/04/2011	486971	E 609-49751-251	Liquor For Resale		(323.75)
02/09/2011	1997755	E 609-49751-206	Freight and Fuel Charges		60.76
02/09/2011	1997755	E 609-49751-251	Liquor For Resale		3,674.05
02/09/2011	1997756	E 609-49751-206	Freight and Fuel Charges		7.35
02/09/2011	1997756	E 609-49751-253	Wine For Resale		246.30
					\$7,341.44

JONES, JAMES

		E 101-42700-438	Gopher Bounty	694 GOPHER FEET	1,041.00
					\$1,041.00

KID POWER PEDAL PULLS, LLC

02/15/2011	021511	E 230-49990-441	Miscellaneous	PIONEER DAYS	335.00
					\$335.00

KRUGER DIVERSIFIED INC

01/28/2011	49607	E 602-49490-228	Equipment Maintenance	SALES TAX	40.15
					\$40.15

MCDONALD DIST CO.

02/03/2011	264143	E 609-49751-252	Beer For Resale		3,573.00
02/03/2011	264144	E 609-49751-254	Miscellaneous Merchandise		68.00
02/03/2011	264144	E 609-49751-255	N/A Products		59.50
02/10/2011	264650	E 609-49751-252	Beer For Resale		8,335.49
02/10/2011	264685	E 609-49751-252	Beer For Resale		70.45
02/10/2011	264699	E 609-49751-252	Beer For Resale		175.50
					\$12,281.94

METRO SALES, INC.

02/15/2011	397411	E 101-41400-240	Office Equip	COPIER	284.35
02/15/2011	397411	E 101-43100-200	Office Supplies	COPIER	4.68
02/15/2011	397411	E 101-45200-200	Office Supplies	COPIER	4.68
02/15/2011	397411	E 601-49440-200	Office Supplies	COPIER	6.75
02/15/2011	397411	E 602-49490-200	Office Supplies	COPIER	6.75
02/15/2011	397411	E 609-49750-200	Office Supplies	COPIER	10.05
					\$317.26

METRO WEST INSPECTIONS SERVICE

02/10/2011	021011	E 101-42400-311	Contract	Inspection services	1,422.89
					\$1,422.89

MN STATE FIRE MARSHAL

02/16/2011	031611	E 101-42210-101	Full-Time Employees Regular	FIT TEAM SCHOOL	180.00
					<u>\$180.00</u>
MULVIHILL, DARCY					
02/14/2011	021411	E 101-41500-331	Travel Expenses	MILEAGE	53.04
					<u>\$53.04</u>
NORTHERN AIR CORPORATION					
02/14/2011	71354	E 609-49750-401	Repairs/Maint Buildings	LIQUOR STORE PROBLEMS	218.50
					<u>\$218.50</u>
OPUS 21					
02/12/2011	110174	E 601-49440-382	Utility Billing	JANUARY BILLINGS	1,374.24
02/12/2011	110174	E 602-49490-382	Utility Billing	JANUARY BILLINGS	1,374.23
					<u>\$2,748.47</u>
OREILLY AUTO PARTS					
01/21/2011	1539-445432	E 101-43100-218	Equipment Repair & Maintenance	PARTS	1.74
01/21/2011	1539-445451	E 101-43100-218	Equipment Repair & Maintenance	PARTS	6.71
					<u>\$8.45</u>
PAUSTIS & SONS					
02/07/2011	8292665-IN	E 609-49751-206	Freight and Fuel Charges		8.75
02/07/2011	8292665-IN	E 609-49751-253	Wine For Resale		642.00
					<u>\$650.75</u>
PEPSI COLA					
02/10/2011	51852026	E 609-49751-254	Miscellaneous Merchandise		204.60
					<u>\$204.60</u>
PHILLIPS WINE & SPIRITS CO.					
02/02/2011	2024243	E 609-49751-206	Freight and Fuel Charges		20.58
02/02/2011	2024243	E 609-49751-251	Liquor For Resale		1,635.78
02/02/2011	2024244	E 609-49751-206	Freight and Fuel Charges		5.88
02/02/2011	2024244	E 609-49751-253	Wine For Resale		220.70
02/02/2011	2024245	E 609-49751-206	Freight and Fuel Charges		4.41
02/02/2011	2024245	E 609-49751-254	Miscellaneous Merchandise		94.90
02/09/2011	2027193	E 609-49751-206	Freight and Fuel Charges		38.22
02/09/2011	2027193	E 609-49751-251	Liquor For Resale		1,891.38
02/09/2011	2027194	E 609-49751-206	Freight and Fuel Charges		15.43
02/09/2011	2027194	E 609-49751-253	Wine For Resale		624.00
					<u>\$4,551.28</u>
PREMIUM WATERS, INC.					
01/31/2011	453056-01-11	E 101-42110-311	Contract	FEBRUARY	19.24
					<u>\$19.24</u>
QUALITY WINE & SPIRITS					
02/04/2011	416091-00	E 609-49751-251	Liquor For Resale		506.00
02/09/2011	418170-00	E 609-49751-206	Freight and Fuel Charges		27.60
02/09/2011	418170-00	E 609-49751-251	Liquor For Resale		998.10
02/09/2011	418170-00	E 609-49751-253	Wine For Resale		48.00
					<u>\$1,579.70</u>
QWEST					
02/01/2011	EO1-8624.0211	E 101-41940-321	Telephone	FEBRUARY	90.90

02/01/2011	EO1-8624.0211	E 101-42110-321	Telephone	FEBRUARY	75.76
02/01/2011	EO1-8624.0211	E 101-42210-321	Telephone	FEBRUARY	75.76
02/01/2011	EO1-8624.0211	E 101-43100-321	Telephone	FEBRUARY	15.15
02/01/2011	EO1-8624.0211	E 101-45200-321	Telephone	FEBRUARY	15.15
02/01/2011	EO1-8624.0211	E 601-49440-321	Telephone	FEBRUARY	15.15
02/01/2011	EO1-8624.0211	E 602-49490-321	Telephone	FEBRUARY	15.15
02/07/2011	7637531049.211	E 601-49440-321	Telephone	PHONE	162.31
					\$465.33

RUSSELL SECURITY RESOURCE INC.

01/27/2011	A17651	E 602-49490-401	Repairs/Maint Buildings	WWTP NEW PANIC BAR	553.12
02/10/2011	A17690	E 609-49750-401	Repairs/Maint Buildings	NEW KEYS	115.66
					\$668.78

SIGN STATION

01/24/2011	9596	E 101-42110-217	Other Operating Supplies	MAGNET DECAL	130.21
					\$130.21

ST. FRANCIS AREA CHAMBER OF

04/16/2011	041611	E 101-42110-433	Dues and Subscriptions	2011 COMM & BUS EXPO	75.00
04/16/2011	041611	E 101-42210-433	Dues and Subscriptions	2011 COMM & BUS EXPO	75.00
					\$150.00

ST. FRANCIS COLLISION & GLASS

01/12/2011	3497.0	E 101-41400-221	Vehicle Repair & Maintenance	MATT'S CAR	4.80
					\$4.80

ST. FRANCIS TRUE VALUE HARDWAR

		E 101-43100-217	Other Operating Supplies	OVERPAID	(1.00)
01/06/2011	15894	E 101-43100-217	Other Operating Supplies	DRILL BIT	13.19
01/07/2011	15903	E 601-49440-233	Water Treatment Plant Maint	HOSE & TUBES	48.69
01/11/2011	15937	E 602-49490-217	Other Operating Supplies	SPARK PLUG	5.07
01/11/2011	15944	E 602-49490-217	Other Operating Supplies	BRACKETS	3.55
01/12/2011	15811	E 602-49490-217	Other Operating Supplies	SUPPLIES	1.22
01/14/2011	15824	E 101-43100-217	Other Operating Supplies	SLEDGEHAMMER	81.21
01/14/2011	15830	E 602-49490-217	Other Operating Supplies	SCREWS	0.73
01/21/2011	15982	E 601-49440-217	Other Operating Supplies	KNIFE BLADES	4.05
01/26/2011	16022	E 601-49440-217	Other Operating Supplies	NUTS/BOLTS	2.19
					\$158.90

TOM LYNCH ELECTRIC

	020911	E 101-43100-401	Repairs/Maint Buildings	WEST SHOP	385.50
	020911	E 101-45200-401	Repairs/Maint Buildings	WEST SHOP	385.50
	020911	E 601-49440-401	Repairs/Maint Buildings	WEST SHOP	385.50
	020911	E 602-49490-401	Repairs/Maint Buildings	WEST SHOP	385.50
02/09/2011	021911.02	E 602-49490-228	Equipment Maintenance	BLOWER BURPING	735.00
					\$2,277.00

UTILITY SERVICE CO., INC.

02/01/2011	258485	E 601-49440-234	Water Tower Maintenance	HYDROPILLER NEW TOWER-QT	875.00
					\$875.00

VERIZON WIRELESS

01/03/2011	2524421915	E 101-41940-321	Telephone	JAN 03 - FEB 02	116.21
01/03/2011	2524421915	E 101-42110-321	Telephone	JAN 03 - FEB 02	585.20

01/03/2011	2524421915	E 101-42210-321	Telephone	JAN 03 - FEB 02	71.86
01/03/2011	2524421915	E 101-43100-321	Telephone	JAN 03 - FEB 02	138.73
01/03/2011	2524421915	E 101-45200-321	Telephone	JAN 03 - FEB 02	138.73
01/03/2011	2524421915	E 601-49440-321	Telephone	JAN 03 - FEB 02	117.75
01/03/2011	2524421915	E 602-49490-321	Telephone	JAN 03 - FEB 02	117.75
					\$1,286.23

VINOCOPIA, INC.

02/09/2011	0032669-IN	E 609-49751-206	Freight and Fuel Charges		12.00
02/09/2011	0032669-IN	E 609-49751-251	Liquor For Resale		424.00
02/09/2011	0032669-IN	E 609-49751-253	Wine For Resale		80.00
					\$516.00

WATER LABORATORIES INC.

02/09/2011	11B-086	E 601-49440-313	Sample Testing	TEST	85.00
02/10/2011	11B-108	E 601-49440-313	Sample Testing	TEST	25.00
					\$110.00

WIRTZ BEVERAGE MN

01/31/2011	523341	E 609-49751-206	Freight and Fuel Charges		1.45
01/31/2011	523723	E 609-49751-206	Freight and Fuel Charges		63.80
01/31/2011	523723	E 609-49751-251	Liquor For Resale		4,008.88
01/31/2011	523723	E 609-49751-253	Wine For Resale		414.54
01/31/2011	523723	E 609-49751-254	Miscellaneous Merchandise		66.76
02/10/2011	528359	E 609-49751-206	Freight and Fuel Charges		18.85
02/10/2011	528359	E 609-49751-251	Liquor For Resale		1,144.26
02/10/2011	528359	E 609-49751-253	Wine For Resale		103.90
02/10/2011	528359	E 609-49751-254	Miscellaneous Merchandise		33.38
					\$5,855.82

\$120,265.51

FUND SUMMARY

101 GENERAL FUND	\$28,662.07
226 PEDERSON PATH FUND	\$14,560.50
230 PIONEER DAYS	\$335.00
426 TRUNK UTILITY AMBASSADOR BLVD	\$12,068.50
507 IVYWOOD ST & 230TH LANE	\$725.00
601 WATER FUND	\$4,145.53
602 SEWER FUND	\$3,475.56
609 MUNICIPAL LIQUOR FUND	\$56,293.35
Total	120,265.51

CITY OF ST. FRANCIS
2/22/2011

Checks cut since last Council Meeting

<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
		TOTAL		<u>0.00</u>

Disbursements via Debits to Checking account

<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
02/03/11	U.S. Treasurer	Federal Payroll Tax	14,974.81
02/03/11	P.E.R.A.	P.E.R.A.	12,349.42
02/03/11	ING	Deferred Comp	770.00
02/03/11	ICMA	Deferred Comp	715.00
02/03/11	MN State Treasurer	State Payroll Tax	3,431.05
02/03/11	Mn Dept of Revenue	Levy	474.00
02/14/11	Mn Dept of Revenue	Sales Tax	12,519.00
			8,381.23
		TOTAL	<u>53,614.51</u>

AGENDA REPORT

TO: City Administrator
FROM: Barb Held, City Clerk 
SUBJECT: Gopher Bounty
DATE: February 7, 2011

INTRODUCTION

Discontinuing the payout of Gopher Bounty.

BACKGROUND

Gopher Bounty was intended years ago to encourage people to trap gophers to help out the farmers. Anoka County previously matched our reimbursement but the program was discontinued a number of years ago. However, our City chose to continue with the payout for the gopher bounty.

For the last three years we have paid out:

- For the Year 2008 \$ 444.00
- For the Year 2009 \$ 366.00
- For the Year 2010 \$1477.00
- As of January 2011 \$1041.00

Due to the recent spike in reimbursement request; we contacted surrounding communities and counties to see if they were experiencing the same increase. What we found out was the City of Oak Grove was the only city and or county still paying for gopher bounty. In theory, that is why 2011 could be the highest year for gopher bounty. We do require the person requesting a reimbursement to be a resident of St. Francis. Note, we have had non-residents request reimbursement funds stating they caught the gophers in St. Francis. Again, we do not pay non-residents this gopher bounty.

RECOMMENDATION

With the area communities and counties discontinuing this reimbursement, we will continue to see an increase in our expenditures. Staff is recommending approving the first reading of Ordinance 152, Second Series amending the Fee Schedule eliminating paying for Gopher Bounty due to the budget impact and the trending of increased cost to the City.

BUDGET IMPACT

The 2011 budgeted amount is \$700.00; requests alone in January has the City over budget \$341.

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

ORDINANCE 152, SECOND SERIES

AN ORDINANCE AMENDING SECTION 6-1-6. SUBDIVISION 2
ENTITLED "FEE SCHEDULE"

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Adopted. That Section 6-1-6 entitled "Fixing License Fees" shall hereby be amended to read as follows:

SECTION 6-1-6. FIXING LICENSE FEES.

Subd. 1. Except as otherwise herein provided, all fees for license, late fee penalties, and investigation of applicants under this Chapter shall be fixed and determined by the Council, adopted by ordinance and uniformly enforced. Such license fees may, from time-to-time, be amended by Council by ordinance. A copy of the ordinance setting forth currently effective license fees shall be kept on file in the office of the City Clerk, and open to inspection during regular business hours. For the purpose of fixing such fees, the Council may subdivide and categorize licenses under a specific license requirement, provided, that any such subdivision or categorization shall be included in the ordinance authorized by this Section.

Subd. 2. Amending Exhibit A. "Fee Schedule".

GENERAL & MISCELLANEOUS

Gopher Bounty	\$1.50/pair	<u>\$0.00</u>
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Section 2. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 22nd DAY OF FEBRUARY, 2011.

APPROVED:

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk



BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 7, 2011
To: Honorable Mayor Tveit and Members of the City Council
City of St. Francis
From:  Jared Voge, P.E.
City Engineer
Subject: Pederson Path Improvements Agency Agreement No. 97988
St. Francis, Minnesota
BMI Project No: R13.102003

Please find enclosed a copy of Mn/DOT Agreement No. 97988 which is an agreement between the State of Minnesota and the City of St. Francis for Federal Participation In Construction. The enclosed agreement is required for the Federal funds associated with the Pederson Path Improvements project. As the funding received was obtained through the Federal Transportation Enhancement Application process. The enclosed agreement allows the Minnesota Department of Transportation to act as the City's agent for obtaining the Federal funds associated with the project.

I have reviewed the agreement and recommend that the enclosed resolution be adopted by the City Council. Upon adoption of the resolution, a certified resolution will be inserted into each of the three copies of the Agency Agreement. Upon final execution by Mn/DOT the fully executed agreement will be returned to the City for our files.

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

JAV/jd

Enclosure

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

RESOLUTION 2011-03

**RESOLUTION FOR AGENCY AGREEMENT
MnDOT No. 97988**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of St. Francis to accept as its agent, federal funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 97988", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7TH DAY OF FEBRUARY, 2011.

APPROVED

Jerry Tveit
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY OF ST. FRANCIS

FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of St. Francis ("City") and the State of Minnesota acting through its Commissioner of Transportation ("Mn/DOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires Mn/DOT to act as the City's agent in accepting federal funds on the City's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

Mn/DOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY.

A. DESIGNATION. The City designates Mn/DOT to act as its agent in accepting federal funds in its behalf made available for the Project(s).

B. STAFFING.

1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by Mn/DOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or

technical services from Mn/DOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If Mn/DOT furnishes the services requested, and if Mn/DOT requests reimbursement, then the City will promptly pay Mn/DOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current Mn/DOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make Mn/DOT a principal or co-principal with respect to the Project(s).

C. LETTING. The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from Mn/DOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by Mn/DOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by Mn/DOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from Mn/DOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the Mn/DOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of Mn/DOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of Mn/DOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by Mn/DOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Mn/DOT Contract Administration Manual Sections 410 and 420 that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Mn/DOT Schedule of Materials Control in effect at the time each Project was let. The City will notify Mn/DOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless Mn/DOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from Mn/DOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

8. The City will prepare reports, keep records, and perform work so as to enable Mn/DOT to collect the federal aid sought by the City. Required reports are listed in the Mn/DOT State Aid Manual, Delegated Contract Process Checklist, available from Mn/DOT's authorized representative. The City will retain all records and reports in accordance with Mn/DOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to Mn/DOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to Mn/DOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. Workers' Compensation. Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of Mn/DOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of Mn/DOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, Mn/DOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that Mn/DOT is acting only as the city's agent for acceptance and disbursement of federal funds , and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold Mn/DOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by Mn/DOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by Mn/DOT.

II. DUTIES OF Mn/DOT.

A. ACCEPTANCE. Mn/DOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. Mn/DOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

2. Mn/DOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3. Mn/DOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.

4. Mn/DOT will provide the required labor postings.

C. PAYMENTS.

1. Mn/DOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.

2. Mn/DOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

3. Upon completion of the Project(s), Mn/DOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, Mn/DOT will promptly release any remaining federal funds due the City for the Project(s).
 4. In the event Mn/DOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as Mn/DOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** Mn/DOT may withhold federal funds, where Mn/DOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
- E. **INSPECTION.** Mn/DOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs Mn/DOT liability.
- IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
- VII. **CANCELLATION.** This agreement may be canceled by the City or Mn/DOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for Mn/DOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.

VIII. DATA PRACTICES ACT. The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. CITY

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director, _____
State Aid for Local Transportation

Date: _____

3. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



CENTRAL MINNESOTA
DEVELOPMENT COMPANY

February 17, 2011

Matthew Hylan
City Administrator
City of St. Francis
23671 St Francis Blvd
PO Box 730
St Francis, MN 55070-0730

Dear Matt,

Attached is the "Concept Summary Proposal" we have developed that outlines CMDC's potential relationship with the City of St. Francis. We are very excited about this opportunity to work with you.

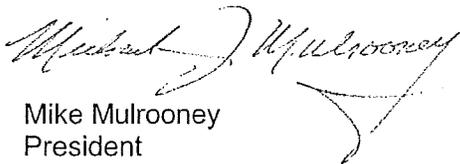
The proposal calls for CMDC to manage the Revolving Loan Fund on behalf of the City of St. Francis. Services that we would provide include:

1. Marketing the Fund to potential borrowers and bank lenders.
2. Packaging loan applications
3. Completing and presenting credit summaries to an oversight board of your choosing.
4. Loan Servicing
5. Portfolio reporting on a quarterly basis.

CMDC is a nonprofit "Certified Development Company" that has provided SBA financing to businesses in the north suburban area since 1978. We are classified by the U.S. Small Business Administration as a "Premier Certified Lender", one of only 25 CDC's in the nation with this distinction. We are also the only CDC in the state selected to manage the Urban Initiative Fund for the Minnesota Department of Trade and Economic Development. We would welcome the opportunity to expand our relationship by helping you with implementing your revolving loan fund.

If you have any questions regarding our proposal please let me know. You can reach me at 763-780-7900.

Best regards,


Mike Mulrooney
President

1885 Station Parkway NW Andover, MN 55304

763.784.3337 | fax: 763.784.3338 | www.cmdcbusinessloans.com

St. Francis Revolving Loan Fund

Conceptual Structure

Loan Amounts:

- TBD by Council – \$10,000 TO \$50,000 cap recommended in early stage depending on fund capitalization
- Designed to leverage other financing programs as well as private financing provided by the commercial banking community.

Eligible Projects:

- All projects must be located in City of St. Francis.
- Borrowers must be a “for-profit” business.
- Business must be complimentary to existing St. Francis business community.
- At least 50% of the project financing must come from a private lender or private equity.
- Borrowers must have equity injection as determined by fund management.

Allowable Use of Proceeds:

- Loan proceeds can be used for fixed assets, including land, building machinery and equipment. Working capital will not be provided by the fund.

Interest Rates:

- Fixed rate loans will be available, with rates determined by market conditions at loan closing. Initial recommended rate is WSJ Prime Rate in effect at the time of loan closing.

Loan Term Length:

- The term of each loan will be commensurate with the life of the asset being financed.

Fees and Charges:

- A 1.5% loan packaging/processing fee payable to CMDC will be paid by all borrowers at the time of application submission.
- A servicing fee to CMDC of .5% of the outstanding loan balance will be charged on an ongoing basis and will be incorporated into the “effective” rate charged to the borrower.
- Borrowers are responsible for paying all legal and other loan closing costs.

Management

- The Fund will be governed by the St. Francis City Council or a sub group thereof as determined by the City of St. Francis.
- Management services will be provided by Central Minnesota Development Company, a locally based SBA Certified Development Company.
- CMDC will provide all loan packaging, marketing and underwriting services for the Fund.
- CMDC will also provide loan servicing and report as needed to City staff and the Council.

Why CMDC?

- Good business and investment practices are important. CMDC has the professional staff, sophisticated investment analysts and seasoned management to give it the unique capacity to manage revolving loan funds for local communities. This is why CMDC is the only Certified Development Company that has been selected to manage the Urban Initiative Fund for the State of Minnesota. CMDC has over 30 years of experience as a lender in the north suburban market.
- Local revolving loan funds are often managed by volunteer Council of directors and/ or city staff. Some may be inexperienced in economic development and lending. CMDC supports communities and volunteer Councils by providing continuity and consistency.
- Through CMDC's network, other funding programs will be attracted to the community to be used in conjunction with the local revolving loan fund.

What are the Costs?

- CMDC will assess an administrative fee to help defray costs incurred while providing program marketing services, meetings with clients, meetings with staff and the Council. The administrative fee will be 1/12 of 2% of the balance of all loans outstanding in the portfolio on the first day of each month.
- CMDC will package, process and service all loans on behalf of the Fund. A loan packaging/processing fee of 1.5% will be charged on all loans plus an ongoing (.5%) servicing fee. These fees are consistent with the SBA 540 program.
- The Fund will retain all interest earnings associated with the loan portfolio. The Fund will determine the depository for loan payments received from borrowers.