

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

AUGUST 15, 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- August 1, 2011
 - b. Enter into an Agreement with Amcon CM, LLC as the Construction Manager for Public Facility
 - c. Approve Massage Therapy License-St. Francis Physical Therapy
 - d. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a. Don Voytilla: Curb Stop Repair
 - b. South Highway 47 Industrial Park 2nd Addition: Preliminary/Final Plat Resolution 2011-22
 - c. Cree Street Easement Vacation: Public Hearing Resolution 2011-23
7. Ordinances & Resolutions:
 - a. Resolution 2011-24: Proclaiming September 17-23, 2011 as Constitution Week
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
Fire Dept.:
Public Works:
Liquor Store:
Police: Police/Fire Dept. Roof Replacement & Painting
City Administrator Report: General Discussion on Budget
9. Reports from Council Members
10. Report from Mayor
11. Old Business
 - a. Update on the Public Works/Public Safety Building
12. New Business
 - a. Efficiency Report Card
 - b. Discussion on Appointment of New Councilmember
13. Adjournment

Calendar of Events

- Aug. 16: St. Francis Area Chamber of Commerce Golf Tournament www.stfrancischamber.org
Aug. 17: Planning Commission Meeting @ ISD #15 Central Services Center 7:00 pm **CANCELLED**
Aug. 19: Movies in the Park "**Toy Story 3**" in Community Park starting at Dusk
Sept. 5: City Offices closed in Observance of Labor Day
Sept. 6: (Tues) City Council Meeting @ ISD# 15 Central Services Center (District Offices) 6:00 pm
Sept. 6: School Starts in St. Francis

TO: Mayor & City Council

FROM: Matthew L. Hylan, 
City Administrator

RE: Agenda Memorandum – August 15, 2011 Meeting

Agenda Items:

4. Consent Agenda:

b. *Construction Management Contract:* Attached is the contract with AmconCM, LLC for construction management services for the Public Services Facility (PW/Police). This contract has been reviewed by our City Attorney and is from Council direction in June.

6. Petitions, Requests, Applications:

a. *Don Voytilla-Curb Stop Repair:* This is what was in the July 22nd Off Week memo:

Curb Stop Repair: About 2 weeks ago, a resident called concerned about water coming from the ground at the curb stop. We felt that the leak was on our side of the curb stop so we started the process to make the repairs. A local contractor was hired to perform the repair. What was supposed to be a routine small repair turned into a very large repair, it took several days of a dewatering pump running to remove enough ground water so that crews could reach the water service to make the repair. During the process we determined that the leak was on the residential side of the curb stop. Because of the unfortunate nature of this repair and the expected high costs, the resident may be considering a consultation with the Council to ask for some assistance with the potential bill.

Note: City Code places responsibility of this bill to the homeowner.

b. *South Highway 47 Industrial Park 2nd Addition: Preliminary/Final Plat:* The City of St. Francis is proposing to amend the preliminary plat for the South Highway 47 Industrial Park to include additional land adjacent to the site and reduce the number of parcels proposed from 6 smaller industrial parcels to 1 larger site. The site is then proposed to be developed as a Public Services Facility for the City. In order to combine these parcels as part of this existing plat and to alter the layout, the Preliminary Plat needs to be revised. A motion would be in order to adopt Resolution 2011-22 Approving a Preliminary & Final Plat for the South Highway 47 Industrial Park Second Addition.

c. *Cree Street Easement Vacation: Public Hearing:* The City had previously acquired a road easement on part of the new property being incorporated into this plat. Since the property will be all one site, this easement is no longer necessary. If this access is to be shared, a new driveway easement would be appropriate to ensure the City has adequate control over the source of the users. A motion would be in order to adopt Resolution 2011-23 Providing for the Vacation of an Easement within the plat of the South Addition.

7. Ordinances & Resolutions:

- a. *Resolution 2011-24* Resolution 2011-22 is proclaiming September 17-23, 2011 as Constitution Week. A motion would be in order to approve Resolution 2011-24.

8. Reports:

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

Fire Dept:

Public Works:

Liquor Store:

Police: Chief Harapat will be discussing the need to go out for quotes for replacement of the current Fire/Police facility.

City Administrator: I will be reviewing potential cuts with the Council to fulfill the zero percent levy direction given at the last Council Meeting.

11. Old Business

12. New Business: Mayor Tveit has requested there be interviews of the candidates requesting to be considered for the vacant Council Seat. These interviews have been scheduled for Tuesday, August 16th, starting at 5:00 pm at City Hall Conference Room. In order to complete this with the Open Meeting Law, the Council should RECESS the meeting after there is no other new business. The Mayor needs to clearly state the date, time and location of the continuation Meeting. At the continuation of this meeting the Council should interview all available candidates and following deliberation they would have the authority to make the immediate appointment. Soon after the appointment by the Council, we will make arrangements to get the new member sworn in as the appointed member.

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

CITY COUNCIL MINUTES

AUGUST 1, 2011

1. **Call to Order/Pledge of Allegiance:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:09 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members, Jeff Sandoval and Steve Kane and Chris McClish. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen), City Engineer Jared Voge (Bolton & Menk, Inc.) Police Chief Jeff Harapat, Finance Director Darcy Mulvihill, City Administrator Matt Hylen, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY SANDOVAL SECOND MCCLISH TO ADOPT THE AUGUST 1, 2011 CITY COUNCIL AGENDA. Motion carried 3-0.
4. **Consent Agenda:** MOTION BY MCCLISH SECOND SANDOVAL TO APPROVE THE AUGUST 1, 2011, CITY COUNCIL CONSENT AGENDA-F AS FOLLOWS:
 - a. Approve the City Council Minutes of July 18, 2011.
 - b. Receive and File the Planning Commission Minutes of June 15, 2011.
 - c. Approve the St. Francis Lions Club 3.2 Permit for Oktoberfest, September 17, 2011 at Community Park.
 - d. Authorize Pay Estimate No. 5 to Kuechle Underground of Kimball MN in the amount of \$36,323.56 for the 230th Lane and Ivywood Street Improvement.
 - e. Approve the adoption of the AWAIR Program Document.
 - f. Approve the Payment of Claims for \$231,998.43.

Motion carried 3-0.

5. **Meeting Open to the Public:** William Gardner, 5304-238th Avenue said at the last meeting, Mayor you said to a resident that the police department could not do anything to the person shooting off fireworks unless they see them. That is not true; there are nuisance laws that the homeowners can be ticketed. If you spent anytime watch those cops' shows, you would know. I suggest you get a hold of Mr. Grant and tell him there are nuisance laws where the homeowners can be charged.

Ray Jones, 23725 Nacre Street NW, I would like to know about the building on the land the City purchased that was just recently destroyed. When was the authorization granted to tear it down? Why was it torn down and who gave Classic Construction the authorization to take it down? Why wasn't it gone out for bids? I am not happy about it. There are people who said they were interested in the building. Again, to whom and when did you give authority to go ahead and do it?

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

a. Capital Improvement Plan 2012-2016 – Public Hearing: Mayor Tveit opened the public hearing at 6:14 pm. Hylen reported as per our Home Rule Charter we are required to hold a public hearing by August 15, 2011. As staff, a draft CIP was prepared and given to the City Council by June 1, 2011. If the CIP is adopted tonight, the council still has the opportunity either to purchase or not purchase when the items come before the City Council.

Ray Jones asked the Council in regarding the Parks, why would we build something if we have no park dedication coming in. Hylen said this document is a planning guideline for the City Council and staff. If funds were not there, staff would not even bring it forward to the Council. Jones said the new WWTP in 2015/2016 you need more people and business before that upgrade should occur otherwise the current residents have to pay for it again. Jones said he agrees it is nice to plan but remember this when it is time to put it in. Jones said in regarding the police department I would like to see a North Anoka Police Department (with surrounding communities) if you cannot get that, let the County take over the police department. Jones said I would like to know the cost for the maintenance of this proposed building. Tveit said we are not at the phase were we know what the maintenance cost will be. Jones said I haven't even seen the plan yet. We are sitting here in the dark on what you are going to build, we know where but that is it. No one has even seen a plan.

Roland Willis, 23073 Eidelweiss Street NW, and the question I have for the WWTP upgrade who dictates this, Met Council or MPCA? You know where I stand in the Public Works/Public Safety Building; let us put it out for municipal bonds. Remember you have voted on the 9.5 million and I personally feel that is what the public hearing should be on. St. Francis is not growing. Between Anoka County and the State of Minnesota, they have not raised taxes. Anoka County is probably going to lower their taxes.

William Gardner, 5304-238th Avenue NW, you have projected 49 million over the next five years. I know you are going to say that we are just proposing this; it doesn't mean it is going to happen. Gardner went over different projects in the CIP. Why do guys have to have new vehicles all the time. I have had people trying to come up here to get through to you guys.

Mayor Tveit asked if there was any more public input with none being heard closed the Public Hearing at 6:37 pm. Tveit said I support this plan, obviously if we don't need something we won't buy it. We will continue to work with other communities to borrow equipment. I do not see spending money needlessly. Sandoval said my concern is that our five largest projects. We have one park in this community and have property that is not built on. If we are going to build a new park shelter, maybe build a bigger park and develop a park and recreation department instead of spending the money on streets. The next group may come in and say this list looks good. Tveit said we did try to work with a soccer group and the people in the area did not want it developed. Sandoval said we need to try to keep our kids here. McClish said this CIP is a plan for the future. If in 2015-16 there is not need for a WWTP I will say no. MOTION BY MCCLISH SECOND TVEIT TO ADOPT HE 2012-2016 CAPITAL IMPROVEMENT PLAN. Motion carried 2-1. Sandoval voted nay.

7. **Ordinances & Resolution:**

a. Resolution 2011-20: A Resolution Declaring Surplus Property and Authorizing the Disposal of the 1999 Chevy Tahoe: MOTION BY SANDOVAL SECOND McCLISH TO ADOPT RESOLUTION 2011-20 A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF THE 1999 CHEVY TAHOE. Motion carried 3-0.

b. Resolution 2011-21: A Resolution Consenting to and Approving the Assignment of the Cable Franchise and System to Midcontinent Communications: MOTION BY McCLISH SECOND SANDOVAL TO ADOPT RESOLUTION 2011-21, A RESOLUTION CONSENTING TO AND APPROVING THE ASSIGNMENT OF THE CABLE FRANCHISE AND SYSTEM TO MIDCONTINENT COMMUNICATIONS. Lepak said we cannot unreasonably withhold the transfer of the name. A Motion carried 3-0.

8. Reports of Consultants & Staff Members:

a. Engineer:

b. Attorney:

c. Staff: Fire Department: No report.

Public Works:

Liquor Store: No report.

Police Dept:

City Administrator Report: Linwood Township Ordinance dealing with All

Terrain Vehicles: Hysten handed out Linwood Townships Ordinance that pertains to All Terrain Vehicles and read a couple different sections of the ordinance. Tveit said he would like a chance to take a look at their ordinance further. McClish said with his current job as a law enforcement officer I do not support this. I believe this is a public safety issue.

4058 St. Francis Blvd: Hysten said I am going to try to answer some of the questions regarding this parcel. This parcel was purchased on a Contract for Deed in December 2010. First payment was due at the end of 2010 and the next payment was July 1, 2011. Contaminants were found in some of the catch basins and without removing the concrete slab under the building we didn't know the extent of the contamination to the soil. Some of the cost are being challenged by the previous owner for the cleanup of the site. Last Monday all the permits were granted which included a 10-day waiting period from the MPCA. Therefore, during consultation with Mr. Lepak's associate last Monday, and with all permits acquired and a quote from Classic Construction for the removal, we went ahead and removed the concrete under the building. With the removal of the contaminants and the building, the property would be prepared and ready to build on in the future. I wish Mr. Jones were here to hear the answers to some of his questions. Hysten said in addition the tenants who previously either owned or rented the property were a salvage yard, automotive repair and a cabinet shop. Sandoval said so we are not bearing the cost of tearing it down. Will that be a pass back to the seller? Hysten said the City of St. Francis was always going to pay for the tear down of the building. Without the building down and the slab taken away, we would not know if there are contaminants under the building. If contaminants are found under the building, the previous owner would be responsible for the clean-up cost.

General Discussion on Tax Levy: Hysten asked Finance Director to explain the LGA and the Homestead Market Value Credit for 2012. With the change or shift of the Homestead Market Value Credit, the commercial and industrial could face more of the tax burden. For budgetary purposes and with our public works and police officer union's negotiations coming up. The preliminary budget that was submitted by staff includes a modest 1% Cost of Living increase.

This preliminary budget would increase the levy about 5%. Tveit said I would like to have a zero percent levy increase. Sandoval said with the times the way they are, I agree and do not want to see an increase in the levy. I know we still have time to discuss this. Hylen said I just needed to know where the council was at with the tax levy.

9. **Reports from Council Members:** No reports.

10. **Report from Mayor:** Unfortunately Mr. Jones already left but the City Administrator answered the questions regarding 4058 St. Francis Blvd. tonight. In regards to the person that spoke earlier about the fireworks, he too left but what he did not know was there was a group and the callers did not no exactly who shot them off.

11. **Old Business:** Tveit said he has been in contact with our City Attorney regarding the power of the EDA. We adopted a resolution where the EDA would report to the City Council. I just want to ease the citizen's fears.

12. **New Business:**

a. **Efficiency Report Card-Administration:** Hylen said as a newly appointed board member to the League of MN Cities, it was a great privilege to be part of the retreat. We had a visioning session, goal session, and survey result session with a group of public employees from throughout Minnesota. I found myself quite energized coming out of the meeting.

Government and Finance Officer Association (GFOA) Distinguished Budget Presentation Award: Very pleased to report that we were notified today that the City received the GFOA Distinguished Budget Presentation Award for the second year in a row. This award is one of the highest honors in governmental budgeting and reporting. Congratulations to the Finance Director, Darcy Mulvihill, this was her first time receiving the award.

Tveit asked if the City has a policy on fire trucks filling up swimming pools in the summer time and skating rinks in the wintertime. Hylen said it is not currently permitted. Possibly, we can have our fire chief address this issue at a future meeting.

13. **Adjournment:** The City Council meeting adjourned at 7:18 pm.

AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 21st day of June in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Construction Manager:
(Name, legal status, address and other information)

Amcon CM, LLC
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

for the following Project:
(Name, location and detailed description)

St Francis Public Facilities
St. Francis, MN
Construction of a new combined Public Works and Police Facility of approximately 46,000 SF including related site improvements. Project is located adjacent to existing waste water treatment facility on City owned property.

The Architect:
(Name, legal status, address and other information)

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

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(2016826450)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

| To be determined

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

| To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| To be determined

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

| Schedule attached

.2 Commencement of construction:

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| Schedule attached

.3 Substantial Completion date or milestone dates:

| Schedule attached

.4 Other:

| Schedule attached

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

| Competitive Bid per Minnesota Statute

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

| To be determined

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| None

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

| Matt Hulen, City Administrator
23340 Cree Street NW
St. Francis, MN 55070

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

| Paul Teicher, Public Works Director and
23340 Cree Street NW
St. Francis, MN 55070

| Jeff Harapat, Police Chief
3740 Bridge Street
St. Francis, MN 55070

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

| Bolten & Menk
7533 Sunwood Drive, Suite 206
Ramsey, MN 55303

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.2 Geotechnical Engineer:

Braun Intertec
11001 Hampshire Avenue South
Minneapolis, MN 55438

.3 Civil Engineer:

Bolten & Menk
7533 Sunwood Drive, Suite 206
Ramsey, MN 55303

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

None

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Todd Christopherson,
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To be determined

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:
(Paragraphs deleted)

None

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

None

§ 1.1.15 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The

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Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (\$) for each occurrence and in the aggregate for bodily injury and property damage. (See attached insurance certificate)

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than (\$) combined single limit and aggregate for bodily injury and property damage. (See attached insurance certificate)

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. (See attached insurance certificate)

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (\$). (See attached insurance certificate)

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than (\$ _____) per claim and in the aggregate. (See attached insurance certificate)

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project

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schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement, or Construction Manager consents to such modifications of A232-2009 in writing or acknowledges the same in writing, effectively modifying this Agreement.

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§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for

Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief after reasonable due diligence, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

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§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

(Paragraphs deleted)

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

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§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall obtain and forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens, partial, full and final lien waivers and sworn construction statements or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.

Not Applicable

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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(Rows deleted)

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

| Not Applicable

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services. (See Attached Schedule & Attachment A)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies

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related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

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§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other

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information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

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User Notes:

(2016826450)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses actually incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager if the project is abandoned or delayed more than six (6) months.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses due.

(Paragraphs deleted)

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Construction Manager agrees or does in fact handle, remove or dispose of any such hazardous materials or toxic substances, Construction Manager shall indemnify and defend Owner for the same and Construction Manager shall handle, remove or dispose of the same in accordance with all applicable laws, rules and regulations.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. Construction Manager's use of photos or artistic representations must be approved by the Owner prior to use of the same.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Attachment A

Init.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Attachment A

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Attachment A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Attachment A

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

Not Applicable

Employee or Category	Rate (\$0.00)
Project Superintendent	\$79.00/hr

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Five percent (5 %) of the expenses incurred.

Init.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Four Thousand Dollars (\$ 4,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

12 % (Twelve percent)

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
N/A
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
N/A
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
N/A

Init.

This Agreement is entered into as of the day and year first written above.

City of St. Francis

OWNER *(Signature)*

AMCON CM, LLC

CONSTRUCTION MANAGER *(Signature)*

Matt Hylan- City Administrator

(Row deleted)

Todd Christopherson, Partner

Init.

Additions and Deletions Report for AIA® Document C132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:51:13 on 08/11/2011.

PAGE 1

AGREEMENT made as of the 21st day of June in the year 2011

...

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

...

Amcon CM, LLC
1715 Yankee Doodle Road
Suite 200
Eagan, MN 55121

...

St Francis Public Facilities
St. Francis, MN
Construction of a new combined Public Works and Police Facility of approximately 46,000 SF including related site improvements. Project is located adjacent to existing waste water treatment facility on City owned property.

...

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

PAGE 2

To be determined

...

To be determined

...

To be determined

...

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User Notes:

(2016826450)

Schedule attached

PAGE 3

Schedule attached

...

Schedule attached

...

Schedule attached

...

Competitive Bid per Minnesota Statute

...

To be determined

...

None

...

Matt Hylan, City Administrator
23340 Cree Street NW
St. Francis, MN 55070

...

Paul Teicher, Public Works Director and
23340 Cree Street NW
St. Francis, MN 55070

Jeff Harapat, Police Chief
3740 Bridge Street
St. Francis, MN 55070

...

Bolten & Menk
7533 Sunwood Drive, Suite 206
Ramsey, MN 55303

PAGE 4

Braun Intertec
11001 Hampshire Avenue South
Minneapolis, MN 55438

...

Bolten & Menk
7533 Sunwood Drive, Suite 206
Ramsey, MN 55303

...

None

...

Todd Christopherson,
1715 Yankee Doodle Road, Suite 200
Eagan, MN 55121

...

To be determined

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 — Cost Estimator:
(List name, legal status, address and other information.)

.2 — Other consultants:

None

...

None

...

None

PAGE 5

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (\$) for each occurrence and in the aggregate for bodily injury and property damage. (See attached insurance certificate)

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than (\$) combined single limit and aggregate for bodily injury and property damage. (See attached insurance certificate)

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. (See attached insurance certificate)

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (\$). (See attached insurance certificate)

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than (\$) _____ per claim and in the aggregate. (See attached insurance certificate)

PAGE 7

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement, or Construction Manager consents to such modifications of A232-2009 in writing or acknowledges the same in writing, effectively modifying this Agreement.

PAGE 9

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, belief after reasonable due diligence, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

PAGE 10

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 ~~Contractor's work force report;~~
- .2 ~~Equipment utilization report;~~
- .3 ~~Cost summary, comparing actual costs to updated cost estimates; and~~
- .4 ~~Any other items as the Owner may require;~~

PAGE 11

§ 3.3.26 The Construction Manager shall obtain and forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of ~~liens~~ liens, partial, full and final lien waivers and sworn construction statements or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

...

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the ~~exhibit~~ exhibit.)

Not Applicable

...

§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design (B252™ 2007)		
§ 4.1.3 Tenant related services		
§ 4.1.4 Commissioning (B211™ 2007)		
§ 4.1.5 LEED® certification (B214™ 2007)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™ 2007)		

PAGE 12

Not Applicable

...

§ 4.3.3 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services. (See Attached Schedule & Attachment A)

PAGE 16

Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses actually incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager ~~for the Owner's convenience and without cause if the project is abandoned or delayed more than six (6) months.~~

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses ~~then due and all Termination Expenses as defined in Section 9.7. due.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below:~~

~~§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~

~~§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~

PAGE 17

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Construction Manager agrees or does in fact handle, remove or dispose of any such hazardous materials or toxic substances, Construction Manager shall indemnify and defend Owner for the same and Construction Manager shall handle, remove or dispose of the same in accordance with all applicable laws, rules and regulations.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. Construction Manager's use of photos or artistic representations must be approved by the Owner prior to use of the same.

...

Attachment A

PAGE 18

Attachment A

...

Attachment A

...

Attachment A

...

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable

...

Project Superintendent \$79.00/hr

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ~~percent~~ (Five percent (5%)) of the expenses incurred.

PAGE 19

§ 11.7.1 An initial payment of Four Thousand Dollars (\$ 4,000.00.) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (~~Thirty~~ (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

12 % (Twelve percent)

...

N/A

...

N/A

...

N/A

PAGE 20

City of St. Francis

AMCON CM, LLC

...

Matt Hylan- City Administrator

(Printed name and title)

Todd Christopherson, Partner

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Todd Christopherson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:51:13 on 08/11/2011 under Order No. 4170073918_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ATTACHMENT "A"

Based upon the project description and scope, a Professional Fee of \$125,000 (one hundred twenty five thousand dollars) is established for all construction management services. The Professional Fee includes all overhead and profit and all home office personnel expenses (clerical, project management, principals). The Professional Fee shall be invoiced on a monthly basis as the project progresses. The breakdown of the Professional Fee by project phase is as follows:

Initial Payment		5,000	
Design Phase	4 months	30,000	(7,500 per mo.)
Bidding Phase	1 months	7,500	
Construction Phase	11 Months	\$ 82,500	
<u>Total Professional Fee 16 Months</u>		<u>\$125,000</u>	

Our fees noted above are based upon a single new building of approximately 46,000 square feet and the preliminary schedule on the following page. The preliminary schedule assumes commencing of CM services in June, 2011 with final completion in September, 2012. If either the project size or schedule changes significantly through no fault of Amcon, we would request an equitable adjustment to our fees. Any changes to fees require mutual agreement and prior written approval of Owner.

The Professional Fee noted above does not include any on site construction costs, materials, or labor. General Conditions items for on site services such as field office trailer rental, temporary sanitary facilities, temporary phone/internet services, dumpsters, staking, and construction testing will be competitively bid by Amcon and costs will be submitted for reimbursement at 105% of actual costs. An on-site Construction Superintendent will be assigned to the project during construction activities and will be invoiced to the Owner on a monthly basis during construction activities at rate of \$13,693 per month, inclusive of salary benefits, and vehicle for full time site supervision.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dennis J. Linder & Associates An affiliate of American Agency, Inc. 731 Bielenberg Drive, Suite 204 Woodbury MN 55125-1701		CONTACT NAME: Patti Bushnell PHONE (A/C, No, Ext): 651.621.8984 FAX (A/C, No): 651.621.8989 E-MAIL ADDRESS: pattib@djilinder.com PRODUCER CUSTOMER ID#: 00021390	
INSURED Amcon Construction Company, LLC Amcon CM, LLC 1715 Yankee Doodle Road, Suite 200 Eagan, MN 55121-1616		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Underwriters at Lloyds, London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED."			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.I. EACH ACCIDENT E.I. DISEASE - EA EMPLOYEE E.I. DISEASE - POLICY LIMIT	\$ \$ \$
A	ARCHITECTS/ENGINEERS & CONTRACTOR'S POLL. LIAB.			SUAAFBB70046 CLAIMS MADE & REPORTED	03/09/2011	03/09/2012	EACH CLAIM AGGREGATE	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
+New Public Works and Police Facility

This policy covers the PROFESSIONAL SERVICES of the named insured for all projects & the limit of liability shown shall not be construed to be applied to this project only.

CERTIFICATE HOLDER City of St. Francis 23340 Cree St St Francis, MN 55070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dennis Linder/PSB 



MASSAGE THERAPY LICENSE APPLICATION

January 1, 2011 to December 31, 2011

BUSINESS NAME St. Francis Physical Therapy ^{Wellness} Center
STREET ADDRESS 3220 Bridge St. St. Francis 55070
MAILING ADDRESS Same as above
APPLICANTS NAME Nicole Kotaska
APPLICANTS DOB: [REDACTED]
BUSINESS PHONE 763-753-8804 HOME PHONE [REDACTED]

Please provide the following documentation with your application.

- A medical certificate from a physician duly licensed to practice medicine in the State of Minnesota stating the applicant has no communicable disease.
- A diploma or certificate, of graduation from a school approved by the American Massage Therapist Association or similar reputable massage association; or;
- A diploma or certificate, of graduation from a school which is either accredited by a recognized education accrediting association or agency, or a licensed by the State or local government agency having jurisdiction over the school.
- Proof of a minimum of 100 hours successfully completed course work in the following areas:

- a. The theory and practice of massage, including, but not limited to, Swedish, Esalen, Shiatsu, and or Foot Reflexology techniques; and,
- b. Anatomy, including, but not limited to, skeletal and muscular structure and organ replacement; and,
- c. Hygiene.
- \$200.00 annual application fee

By signing below you are authorizing the City of St. Francis to verify any criminal or court records.

7/13/11
Date

Mickelthorpe
Signature

For City Use Only

Date application received: 8-2-11

All required documents received: YES NO

Receipt #: _____

License #: _____

Date of Council approval: _____

SECTION 10

MASSAGE THERAPIST LICENSE

SECTION:

- 6-10-1: Definitions
- 6-10-2: License Required
- 6-10-3: Licensing Requirements
- 6-10-4: Restrictions and Regulations

6-10-1: DEFINITIONS. As used in this Section, the following words and terms shall have the meanings stated:

- A. "Massage therapy" means the practice of rubbing, stroking, kneading, tamping, or rolling of the body with the hands, for the exclusive purposes of relaxation, physical fitness, or beautification, and for no other purpose, by a person not licensed as a medical doctor, chiropractor, osteopath, podiatrist, licensed nurse, physical therapist, athletic director and trainer, or beautician and barber who confine their treatments to the scalp, face and neck.
- B. "Massage therapist" means a person who, for compensation, practices massage.

6-10-2: LICENSE REQUIRED. It is unlawful for any person to practice massage therapy without a license therefore from the City.

6-10-3: LICENSING REQUIREMENTS.

- A. License Application. All applications for a license to practice as a massage therapist shall be accompanied by a medical certificate from a physician duly licensed to practice medicine in the State of Minnesota stating that the applicant has no communicable disease. All initial applications shall be accompanied by a non-returnable investigation fee. All initial applications shall also be accompanied by front and side view photographs. Applications shall contain such other information as the Council may, from time to time, require. All applicants shall be at least eighteen (18) years of age.
- B. Educational Requirements.
 - 1. Each applicant for a massage therapist license shall furnish the application proof of the following:

- a. A diploma or certificate of graduation from a school approved by the American Massage Therapist Association or similar reputable massage association; or,
 - b. A diploma or certificate, of graduation from a school which is either accredited by a recognized education accrediting association or agency, or is licensed by the State or local government agency having jurisdiction over the school.
2. Each applicant shall also furnish proof at the time of application of a minimum of 100 hours successfully completed course work in the following areas:
- a. The theory and practice of massage, including, but not limited to, Swedish, Esalen, Shiatsu, and or Foot Reflexology techniques; and,
 - b. Anatomy, including, but not limited to, skeletal and muscular structure and organ placement; and,
 - c. Hygiene.

6-10-4: RESTRICTIONS AND REGULATIONS.

- A. Whenever a massage is given it shall be required by the massage therapist that the person who is receiving the massage shall have his/her buttocks, anus and genitals covered with an appropriate non-transparent covering.
- B. Any massage therapists performing any massages shall at all times have their anus, buttocks, breasts and genitals covered with a non-transparent material.
- C. All massage therapist licenses shall comply with any and all amendments to this Section. Failure to do so shall be grounds for revocation of any license.

(Ord 54, SS, 7-20-1998)



This certifies that

Nicole A. Kotaska

upon the recommendation of the faculty,
has been awarded
the Degree of

Associate of Applied Science

in

Massage Therapy

In testimony thereof I have affixed my signature
on this 21st Day of December 2008.



J. Michael Locke, Chairman of the Board

Kristi A. Waite, President

PAYMENT BATCH AP 08-15-11

AA BEST PEST SERVICES

08/03/2011	3945	E 101-41940-401	Repairs/Maint Buildings	PEST CONTROL	80.16
08/03/2011	3945	E 101-42110-401	Repairs/Maint Buildings	PEST CONTROL	61.45
08/03/2011	3945	E 101-42210-401	Repairs/Maint Buildings	PEST CONTROL	61.45
08/03/2011	3945	E 101-45200-401	Repairs/Maint Buildings	PEST CONTROL	53.44
08/03/2011	3945	E 602-49490-401	Repairs/Maint Buildings	PEST CONTROL	69.47
08/03/2011	3945	E 609-49750-401	Repairs/Maint Buildings	PEST CONTROL	53.44
					\$379.41

AIRGAS NORTH CENTRAL

07/31/2011	105520149	E 101-43100-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.08
07/31/2011	105520149	E 101-43210-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.08
07/31/2011	105520149	E 101-45200-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.08
07/31/2011	105520149	E 601-49440-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.08
07/31/2011	105520149	E 602-49490-217	Other Operating Supplies	METAL CUTTING/TORCH GAS	4.07
					\$20.39

AMERICHEM

08/01/2011	89446	E 602-49451-216	Chemicals and Chem Products	BUGS IN A BAG	3,893.75
					\$3,893.75

AMERIPRIDE LINEN & APPAREL SER

08/04/2011	1000909420	E 609-49750-219	Rug Maintenance	RUGS	46.23
					\$46.23

ANCOM TECHNICAL CENTER

07/29/2011	23891	E 101-42210-237	Small Equipment	EAR JACKS FOR RADIOS	390.25
					\$390.25

ANOKA COUNTY CENTRAL COMM.

07/25/2011	2011-247	E 101-42110-321	Telephone	CJDN CHARGE APRIL TO JUNE	180.00
07/27/2011	2011034	E 101-42110-218	Equipment Repair & Maintenance	RADIO SYSTEM EQUIPMENT	54.00
07/27/2011	2011-257	E 101-42110-321	Telephone	JUNE INTERNET	156.12
					\$390.12

BERNICK COMPANIES, THE

07/29/2011	60582	E 609-49751-252	Beer For Resale	BEER	247.50
07/29/2011	60582	E 609-49751-255	N/A Products	N/A	41.00
					\$288.50

BIRCHWOOD CONSTRUCTION

08/08/2011	2121	E 101-42110-401	Repairs/Maint Buildings	REPAIRS	120.00
08/08/2011	2121	E 101-45200-401	Repairs/Maint Buildings	REPAIRS	195.00
08/08/2011	2121	E 602-49490-401	Repairs/Maint Buildings	REPAIRS	185.00
					\$500.00

BROCK WHITE CO. LLC

07/27/2011	12086020-00	E 410-45203-232	Site Prep for Events	SANDBLASTING CHARGE	129.08
					\$129.08

CENTERPOINT ENERGY

07/28/2011	8634221-9.0711	E 602-49490-383	Gas Utilities	23699 AMBASSADOR BLVD	59.74
					\$59.74

CHISAGO LAKES DISTRIBUTING CO.

08/01/2011	451464	E 609-49751-252	Beer For Resale	BEER	328.60
					\$328.60

CLASSIC CONSTRUCTION

07/29/2011	12825	E 601-49440-229	Project Repair & Maintenance	REPAIR WATER LEAK @ CURB :	12,136.89
08/04/2011	12836	E 101-43100-401	Repairs/Maint Buildings	CLEAN UP MISC RUBBLE PILES	139.50
08/04/2011	12836	E 101-45200-401	Repairs/Maint Buildings	CLEAN UP MISC RUBBLE PILES	139.50
					\$12,415.89

COURIER, THE

08/04/2011	35896	E 101-43210-441	Miscellaneous	RECYCLE AD	89.00
					\$89.00

CRYSTAL SPRINGS ICE

07/30/2011	24476	E 609-49751-254	Miscellaneous Merchandise	ICE	177.20
08/02/2011	24517	E 609-49751-254	Miscellaneous Merchandise	ICE	141.60
08/06/2011	24598	E 609-49751-254	Miscellaneous Merchandise	ICE	203.30
08/09/2011	24641	E 609-49751-254	Miscellaneous Merchandise	ICE	84.80
					\$606.90

DAHLHEIMER DIST. CO. INC.

07/29/2011	57616	E 609-49751-252	Beer For Resale	BEER	448.50
08/03/2011	58367	E 609-49751-252	Beer For Resale	BEER	2,445.15
08/03/2011	58367	E 609-49751-254	Miscellaneous Merchandise	MISC	136.00
08/10/2011	59295	E 609-49751-252	Beer For Resale	BEER	7,759.40
08/10/2011	59295	E 609-49751-254	Miscellaneous Merchandise	BEER, MISC	42.00
					\$10,831.05

DAY DISTRIBUTING CO.

08/05/2011	612197	E 609-49751-252	Beer For Resale	BEER	3,275.60
08/05/2011	612197	E 609-49751-255	N/A Products	BEER, N/A	19.20
					\$3,294.80

EAGLE GARAGE DOOR CO.

07/21/2011	3144	E 101-43100-401	Repairs/Maint Buildings	FIX OPENER	50.25
07/21/2011	3144	E 101-45200-401	Repairs/Maint Buildings	FIX OPENER	50.25
07/21/2011	3144	E 601-49440-401	Repairs/Maint Buildings	FIX OPENER	50.25
07/21/2011	3144	E 602-49490-401	Repairs/Maint Buildings	FIX OPENER	50.25
07/26/2011	3145	E 101-43100-401	Repairs/Maint Buildings	EAST BLDG REPLACE BROKEN	59.50
07/26/2011	3145	E 101-45200-401	Repairs/Maint Buildings	EAST BLDG REPLACE BROKEN	59.50
					\$320.00

ELITE SANITATION

07/27/2011	20023	E 101-45200-402	Janitorial Service	PORTABLE TOILET	541.91
					\$541.91

ENVENTIS

08/01/2011	737705.0811	E 101-41940-321	Telephone	SERVICE THROUGH 8/31/11	221.32
08/01/2011	737705.0811	E 101-42110-321	Telephone	SERVICE THROUGH 8/31/11	260.73
08/01/2011	737705.0811	E 101-42210-321	Telephone	SERVICE THROUGH 8/31/11	36.54
08/01/2011	737705.0811	E 101-43100-321	Telephone	SERVICE THROUGH 8/31/11	36.68
08/01/2011	737705.0811	E 101-45200-321	Telephone	SERVICE THROUGH 8/31/11	36.54
08/01/2011	737705.0811	E 601-49440-321	Telephone	SERVICE THROUGH 8/31/11	36.54
08/01/2011	737705.0811	E 602-49490-321	Telephone	SERVICE THROUGH 8/31/11	36.54
08/01/2011	737705.0811	E 609-49750-321	Telephone	SERVICE THROUGH 8/31/11	73.19
					\$738.08

EXTREME BEVERAGE

08/05/2011	W-047146	E 609-49751-254	Miscellaneous Merchandise	MISC	90.00
					\$90.00

F.I.R.E.

07/22/211	8759	E 101-42210-208	Training and Instruction	TRAINING	600.00
					\$600.00

FREEDOM SERVICES, INC.-FD

08/05/2011	15257	G 101-21706	Flex Account	SEPTEMBER 2011	692.06
08/05/2011	15257	G 101-21708	Health Premium	SEPTEMBER 2011	2,191.88
					\$2,883.94

FREEDOM SERVICES, INC-MA

08/05/2011	15258	E 101-41540-301	Auditing and Acct'g Services	SEPTMEBER 2011	105.20
					\$105.20

G&K SERVICES, INC

07/08/2011	1043758773	E 101-43100-402	Janitorial Service	MATS	21.02
07/08/2011	1043758773	E 101-45200-402	Janitorial Service	MATS	21.02
07/08/2011	1043758773	E 601-49440-402	Janitorial Service	MATS	21.02
07/08/2011	1043758773	E 602-49490-402	Janitorial Service	MATS	21.03
07/22/2011	1043768283	E 101-43100-402	Janitorial Service	TOWELS	11.90
07/22/2011	1043768283	E 101-45200-402	Janitorial Service	TOWELS	11.90
07/22/2011	1043768283	E 601-49440-402	Janitorial Service	TOWELS	11.90
07/22/2011	1043768283	E 602-49490-402	Janitorial Service	TOWELS	11.90
07/29/2011	1043773059	E 601-49440-402	Janitorial Service	MATS	85.09
08/05/2011	1043777823	E 101-43100-402	Janitorial Service	MATS, TOWELS	16.29
08/05/2011	1043777823	E 101-45200-402	Janitorial Service	MATS, TOWELS	16.29
08/05/2011	1043777823	E 601-49440-402	Janitorial Service	MATS, TOWELS	16.30
08/05/2011	1043777823	E 602-49490-402	Janitorial Service	MATS, TOWELS	16.30
					\$281.96

GENNARO, ARNOLD

07/29/2011	072911	E 101-42110-331	Travel Expenses	TRAINING	222.00
07/29/2011	072911.01	E 101-42110-331	Travel Expenses	TRAINING	177.60
					\$399.60

GOPHER STATE ONE-CALL

08/01/2011	17279	E 601-49440-442	Gopher State	EMAIL	32.00
08/01/2011	17279	E 602-49490-442	Gopher State	EMAIL	32.00
					\$64.00

GRANITE CITY JOBBING CO.

07/29/2011	690374	E 609-49751-256	Tobacco Products For Resale	CREDIT	(49.17)
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08/02/2011	690744	E 609-49750-210	Operating Supplies	OPERATING	70.72
08/02/2011	690744	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/02/2011	690744	E 609-49751-254	Miscellaneous Merchandise	MISC	71.36
08/02/2011	690744	E 609-49751-256	Tobacco Products For Resale	TOBACCO	850.48
08/02/2011	690744	G 101-20810	Sales Tax Payable	SALES TAX	(0.78)
08/09/2011	691496	E 609-49750-210	Operating Supplies	OPERATING, TOBACCO	37.34
08/09/2011	691496	E 609-49751-206	Freight and Fuel Charges	OPERATING, TOBACCO	4.25
08/09/2011	691496	E 609-49751-256	Tobacco Products For Resale	OPERATING, TOBACCO	830.67
08/09/2011	691496	G 101-20810	Sales Tax Payable	OPERATING, TOBACCO	(0.78)
					\$1,818.34

HACH COMPANY

07/28/2011	7353389	E 601-49440-235	Lab Supplies	CHLORINE	359.68
					\$359.68

HAWKINS, INC.

08/01/2011	3250141	E 601-49440-216	Chemicals and Chem Products	CHEMICALS	1,390.98
					\$1,390.98

INFRASTRUCTURE TECHNOLOGIES

06/21/2011	PR11483	E 101-42110-401	Repairs/Maint Buildings	JET/VAC CLEANING	210.00
06/21/2011	PR11483	E 101-42210-401	Repairs/Maint Buildings	JET/VAC CLEANING	210.00
06/21/2011	PR11483	E 101-43100-401	Repairs/Maint Buildings	JET/VAC CLEANING	105.00
06/21/2011	PR11483	E 101-43100-401	Repairs/Maint Buildings	JET/VAC CLEANING	420.00
06/21/2011	PR11483	E 101-45200-401	Repairs/Maint Buildings	JET/VAC CLEANING	105.00
06/21/2011	PR11483	E 601-49440-401	Repairs/Maint Buildings	JET/VAC CLEANING	105.00
06/21/2011	PR11483	E 602-49490-401	Repairs/Maint Buildings	JET/VAC CLEANING	105.00
06/30/2011	PR11481	E 602-49451-400	System Jetting	JET/VAC CLEANING NEAR PEDE	9,975.00
06/30/2011	PR11482	E 602-49490-229	Project Repair & Maintenance	JET/VAC CLEANING OF WET WE	1,890.00
07/05/2011	PR00520	E 602-49451-400	System Jetting	JET/VAC CLEANING OF 3 LIFT S	1,890.00
07/07/2011	PR11519	E 101-43100-414	Storm Sewers	JET/VAC CLEANING	1,470.00
07/25/2011	1100392	E 601-49440-217	Other Operating Supplies	SENSORS	182.23
07/25/2011	1100392	E 602-49490-217	Other Operating Supplies	SENSORS	182.22
					\$16,849.45

INNOVATIVE OFFICE SOLUTIONS, L

08/01/2011	WO-10690650-1	E 101-41400-200	Office Supplies	SUPPLIES	42.01
08/01/2011	WO-10690650-1	E 101-41400-200	Office Supplies	SUPPLIES	4.71
08/01/2011	WO-10690650-1	E 101-42210-200	Office Supplies	SUPPLIES	42.02
08/03/2011	WO-10694833-1	E 101-41500-200	Office Supplies	SUPPLIES	60.97
08/03/2011	WO-10695045-1	E 101-41400-200	Office Supplies	SUPPLIES	21.80
					\$171.51

JJ TAYLOR DISTRIBUTING

08/10/2011	1576900	E 609-49751-206	Freight and Fuel Charges	BEER	3.00
08/10/2011	1576900	E 609-49751-252	Beer For Resale	BEER	136.40
					\$139.40

JOHNSON BROS WHLSE LIQUOR

07/28/2011	504498	E 609-49751-253	Wine For Resale	CREDIT	(52.12)
08/03/2011	1109244	E 609-49751-206	Freight and Fuel Charges	LIQUOR	27.93
08/03/2011	1109244	E 609-49751-252	Beer For Resale	LIQUOR	1,621.65
08/03/2011	1109245	E 609-49751-206	Freight and Fuel Charges	WINE	8.82

08/03/2011	1109245	E 609-49751-253	Wine For Resale	WINE	241.24
					<u>\$1,847.52</u>
KATH FUEL OIL SERVICE CO.					
08/03/2011	7093578	E 601-49440-212	Motor Fuels	SULFUR	1,490.36
					<u>\$1,490.36</u>
KIMS KLEANING					
07/30/2011	1828	E 101-41940-402	Janitorial Service	CLEANING	288.58
07/30/2011	1829	E 602-49490-402	Janitorial Service	CLEANING	192.39
07/30/2011	1830	E 101-45000-402	Janitorial Service	CLEANING	96.20
07/30/2011	1831	E 101-43100-402	Janitorial Service	CLEANING	192.39
07/30/2011	1832	E 101-42210-402	Janitorial Service	CLEANING	153.91
07/30/2011	1833	E 101-42110-402	Janitorial Service	CLEANING	577.16
					<u>\$1,500.63</u>
LAW ENFORCEMENT TARGETS					
07/26/2011	0170690-IN	E 101-42110-208	Training and Instruction	CARDBOARD BACKERS	91.91
					<u>\$91.91</u>
MCDONALD DIST CO.					
07/29/2011	278520	E 609-49751-252	Beer For Resale	BEER	223.45
08/04/2011	279021	E 609-49751-206	Freight and Fuel Charges	BEER	3.00
08/04/2011	279021	E 609-49751-252	Beer For Resale	BEER	12,213.45
08/04/2011	279022	E 609-49751-255	N/A Products	N/A	59.50
					<u>\$12,499.40</u>
METRO SALES, INC.					
06/22/2011	413826	E 101-42110-311	Contract	COPIER	258.47
					<u>\$258.47</u>
METRO WEST INSPECTIONS SERVICE					
		E 101-42400-311	Contract	Inspection services	954.06
					<u>\$954.06</u>
MMBA					
07/01/2011		E 609-49750-433	Dues and Subscriptions	11-12 DUES	1,440.00
					<u>\$1,440.00</u>
MN POLICE RESERVES ASSN					
07/24/2011	163	E 101-42110-104	Reserves	ANNUAL DUES	120.00
					<u>\$120.00</u>
MPH INDUSTRIES, INC.					
07/21/2011	643319	E 101-42110-218	Equipment Repair & Maintenance	W. STEIGER	34.69
					<u>\$34.69</u>
NELSON ELECTRIC MOTOR REPAIR					
07/25/2011	5356	E 602-49451-229	Project Repair & Maintenance	LIFT STATION	500.00
					<u>\$500.00</u>
NORTH METRO TREE SERVICE INC.					
08/03/2011	080311	E 101-43100-311	Contract	STORM DAMAGE 7/1/11	1,300.32
08/03/2011	080311	E 101-45200-311	Contract	STORM DAMAGE 7/1/11	2,600.62
					<u>\$3,900.94</u>
NORTHWEST ASSOC. CONSULTANTS					

08/02/2011	19881	E 101-41910-311	Contract	SOUTH HWY 47 PLAT REVISION	4,882.14
08/02/2011	19882	E 101-41910-311	Contract	MEETINGS	200.00
					<hr/>
					\$5,082.14

PAUSTIS & SONS

08/08/2011	8314447-IN	E 609-49751-206	Freight and Fuel Charges	WINE	5.25
08/08/2011	8314447-IN	E 609-49751-253	Wine For Resale	WINE	294.00
					<hr/>
					\$299.25

PEPSI COLA

08/03/2011	69614696	E 609-49751-254	Miscellaneous Merchandise	MISC	208.32
					<hr/>
					\$208.32

PHILLIPS WINE & SPIRITS CO.

08/03/2011	2105850	E 609-49751-206	Freight and Fuel Charges	LIQUOR	19.11
08/03/2011	2105850	E 609-49751-251	Liquor For Resale	LIQUOR	1,222.80
08/03/2011	2105851	E 609-49751-206	Freight and Fuel Charges	WINE	1.47
08/03/2011	2105851	E 609-49751-253	Wine For Resale	WINE	56.00
08/03/2011	2105852	E 609-49751-206	Freight and Fuel Charges	MISC	1.47
08/03/2011	2105852	E 609-49751-254	Miscellaneous Merchandise	MISC	41.95
					<hr/>
					\$1,342.80

PROFESSIONAL DESIGN GROUP INC

08/03/2011	4016	E 402-41940-520	C-O-L Building & Structures	SERVICES 6/25 TO 7/29	57,283.21
					<hr/>
					\$57,283.21

QUALITY WINE & SPIRITS

07/15/2011	482351-00	E 609-49751-251	Liquor For Resale	CREDIT	(79.90)
08/03/2011	4908681-00	E 609-49751-206	Freight and Fuel Charges	LIQUOR	13.80
08/03/2011	4908681-00	E 609-49751-251	Liquor For Resale	LIQUOR	504.95
					<hr/>
					\$438.85

QWEST

08/01/2011	8624.0811	E 101-41940-321	Telephone	SERVICE 8/1 TO 8/31	90.02
08/01/2011	8624.0811	E 101-42110-321	Telephone	SERVICE 8/1 TO 8/31	75.03
08/01/2011	8624.0811	E 101-42210-321	Telephone	SERVICE 8/1 TO 8/31	75.03
08/01/2011	8624.0811	E 101-43100-321	Telephone	SERVICE 8/1 TO 8/31	15.01
08/01/2011	8624.0811	E 101-45200-321	Telephone	SERVICE 8/1 TO 8/31	15.01
08/01/2011	8624.0811	E 601-49440-321	Telephone	SERVICE 8/1 TO 8/31	15.01
08/01/2011	8624.0811	E 602-49490-321	Telephone	SERVICE 8/1 TO 8/31	15.01
					<hr/>
					\$300.12

RELIANCE USA

07/03/2011	15230	E 101-42210-212	Motor Fuels	FUEL	48.52
					<hr/>
					\$48.52

SOUTHERN WINE & SPIRITS OF MN

08/03/2011	1572073	E 609-49751-206	Freight and Fuel Charges	WINE	3.75
08/03/2011	1572073	E 609-49751-253	Wine For Resale	WINE	192.00
					<hr/>
					\$195.75

ST. FRANCIS LIONS CLUB

07/01/2011	070111	E 609-49750-447	Donations	BEER/BRAT WALK/RUN	100.00
					<hr/>
					\$100.00

STAPLES

07/15/2011	109386170	E 101-42110-200	Office Supplies	SUPPLIES	182.24
					<u>182.24</u>
STEIGER, NICK					
08/01/2011	080111	E 101-42110-331	Travel Expenses	EVENT AND COURT	31.65
					<u>31.65</u>
TELECIDE (TWIN CITIES EMEDIA)					
07/26/2011	20040984	E 101-42110-217	Other Operating Supplies	EMAIL	59.97
07/26/2011	20040985	E 601-49440-233	Water Treatment Plant Maint	REPLACEMENT ROUTER WATEI	127.64
					<u>187.61</u>
THE AMERICAN BOTTLING COMPANY					
08/05/2011	2449907945	E 609-49751-254	Miscellaneous Merchandise	MISC	216.72
					<u>216.72</u>
THORPE DISTRIBUTING COMPANY					
07/29/2011	649780	E 609-49751-252	Beer For Resale	BEER	54.00
					<u>54.00</u>
TUCKER, DAVID					
08/09/2011	080911	E 101-43100-212	Motor Fuels	ON PERSONAL CARD	154.29
					<u>154.29</u>
TWIN CITIES FLAG SOURCE, INC					
08/03/2011	16524	E 101-41940-223	Building Repair Supplies	FLAGS	92.98
					<u>92.98</u>
UTILITY SERVICE CO., INC.					
08/01/2011	270708	E 601-49440-234	Water Tower Maintenance	WATER TANK MAINTENANCE	875.00
					<u>875.00</u>
VINOCOPIA, INC.					
08/05/2011	0042805-IN	E 609-49751-206	Freight and Fuel Charges	LIQUOR	5.00
08/05/2011	0042805-IN	E 609-49751-251	Liquor For Resale	LIQUOR	92.25
					<u>97.25</u>
WIRTZ BEVERAGE MN					
08/02/2011	837695	E 609-49751-251	Liquor For Resale	CREDIT	(83.12)
08/04/2011	610618	E 609-49751-206	Freight and Fuel Charges	LIQUOR, WINE	17.40
08/04/2011	610618	E 609-49751-251	Liquor For Resale	LIQUOR	1,398.44
08/04/2011	610618	E 609-49751-253	Wine For Resale	WINE	107.95
					<u>1,440.67</u>
					<u><u>\$153,687.11</u></u>

FUND SUMMARY

101 GENERAL FUND	\$22,452.64
402 CAPITAL EQUIPMENT	\$57,283.21
410 WOODBURY PARK PROJECT	\$129.08
601 WATER FUND	\$16,939.97
602 SEWER FUND	\$19,129.67
609 MUNICIPAL LIQUOR FUND	\$37,752.54
Total	<u><u>153,687.11</u></u>

CITY OF ST. FRANCIS
8/15/2011

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>
08/04/11	U.S. Treasurer	Federal Payroll Tax	14,763.35
08/04/11	P.E.R.A.	P.E.R.A	11,431.40
08/04/11	ING	Deferred Comp	770.00
08/04/11	ICMA	Deferred Comp	790.00
08/04/11	MN State Treasurer	State Payroll Tax	3,307.67
08/10/11	VISA	Credit Card Payment	9,883.23
	TOTAL		<u>40,945.65</u>



MEMORANDUM

TO: St. Francis City Council
Matt Hylan, City Administrator

FROM: Nate Sparks

DATE: August 10, 2011

MEETING DATE: August 15, 2011

RE: South Highway 47 Industrial Park Amended Preliminary Plat
South Highway 47 Industrial Park Second Addition Final Plat
Road Easement Vacation

BACKGROUND

The City of St. Francis is proposing to amend the preliminary plat for the South Highway 47 Industrial Park to include additional land adjacent to the site and reduce the number of parcels proposed from 6 smaller industrial parcels to 1 larger site. The site is then proposed to be developed as a Public Services Facility for the City.

PRELIMINARY PLAT AMENDMENT

In order to combine these parcels as part of this existing plat and to alter the layout, the Preliminary Plat needs to be revised.

Comprehensive Plan / Zoning

The site is zoned Industrial and zoned I-1, Light Industrial. Public uses such as this are allowed in the I-1 District. Outdoor storage will require a CUP. If any outdoor storage is necessary, a CUP can be considered at that time.

Revised Preliminary Plat

The site was previously preliminary platted for 6 industrial parcels and 1 commercial parcel. The first addition final plat was for the commercial parcel with the industrial portion being platted as an outlot to be final platted later. The revised preliminary plat is for the remaining 6 industrial parcels to be replatted as just 1 industrial parcel. Then 2 parcels of land adjacent to the site are being added to the plat and incorporated into the 1 industrial parcel. The minimum lot size is 25,000 square feet and this parcel will end up being over 9 acres in size.

Road Easement Vacation

The City had previously acquired a road easement on part of the new property being incorporated into this plat. Since the property will be all one site, this easement is no longer necessary. If this access is to be shared, a new driveway easement would be appropriate to ensure the City has adequate control over the source of the users.

Existing Buildings

There are existing buildings on site that are intended to be removed. There is one building is actually the control building for the City's sewer ponds and cannot be moved or relocated because it is a public essential service utility structure.

RECOMMENDATION

The Planning Commission recommended approval of the amended preliminary plat. The final plat is consistent with the amended preliminary plat and the road easement vacation is necessary to develop the site as the City intends, thus it would be recommended to approve these actions, as well. The site plan may be reviewed at a later time.

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

RESOLUTION 2011-22

A RESOLUTION APPROVING A PRELIMINARY & FINAL PLAT
FOR THE SOUTH HIGHWAY 47 INDUSTRIAL PARK SECOND ADDITION

WHEREAS, the City of St. Francis is requesting an amended preliminary plat attached as Exhibit A to include additional land and to revise the configuration of the South Highway 47 Industrial Park; and

WHEREAS, the subject site is legally described as:

Outlot A, South Highway 47 Industrial Park ; and Tract A, RLS No. 230; and That part of the Southeast Quarter of the Northeast Quarter of Section 6, Township 33, Range 24, Anoka County, Minnesota described as follows: Beginning at the northeast corner of Outlot A, South Highway 47 Industrial Park, according to the recorded plat thereof, Anoka County, Minnesota, thence south 01 degrees 58 minutes 38 seconds West, along the easterly line of said Outlot A, a distance of 449.71 feet; thence South 88 degrees 54 minutes 57 seconds East, a distance of 100.01 feet; thence North 01 degrees 58 minutes 38 seconds East, a distance of 396.69 feet; thence North 42 degrees 36 minutes 15 seconds West, a distance of 71.23 feet to the easterly extension of the northerly line of said Outlot A; thence North 01 seconds West, a distance of 71.23 feet to the easterly extension of the northerly line of said Outlot A; thence North 01 degrees 11 minutes 22 seconds West, along said easterly extension, a distance of 50.01 feet to the point of the beginning.

WHEREAS, the preliminary plat will now result in one large parcel instead of six smaller parcels; and

WHEREAS, the City of St. Francis is requesting a final plat attached as Exhibit B to be known as the "South Highway 47 Industrial Park Second Addition"; and

WHEREAS, the St. Francis Planning Commission held a public hearing during the July 20, 2011 meeting and recommended approval of the preliminary plat; and

WHEREAS, the proposed revised plat meets or exceeds all standards in the I-1, Light Industrial District; and

WHEREAS, the proposed plat is consistent with the Comprehensive Plan; and

WHEREAS, the proposed plat is compatible with both present and future land uses in the area; and

WHEREAS, the proposed plat is consistent with all requirements of the subdivision and zoning ordinance; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby approves the amended preliminary plat of the South Highway 47 Industrial Park and the final plat of the South Highway 47 Industrial Park Second Addition.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF AUGUST 2011.

APPROVED

Jerry Tveit
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk

Attachments:

Exhibit A – Preliminary Plat

Exhibit B – Final Plat

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

RESOLUTION 2011-23

RESOLUTION PROVIDING FOR THE VACATION OF AN EASEMENT WITHIN THE PLAT OF
THE SOUTH HIGHWAY 47 INDUSTRIAL PARK SECOND ADDITION

WHEREAS, the revised plat of the South Highway 47 Industrial Park Second addition no longer necessitates an extension of Cree Street south of Highway 47 thus an easement for said purpose is no longer necessary; and

WHEREAS, the legal description of the easement to be vacated is as follows:

The west 66 feet of Tract A, Registered Land Survey No. 230, Anoka County, Minnesota

WHEREAS, the proposed vacation is depicted on Exhibit A; and

WHEREAS, the notice of the public hearing on said vacation has been duly published and posted in accordance with the applicable Minnesota Statutes; and

WHEREAS, the St. Francis City Council conducted said public hearing on the 15th day of August 2011; and

WHEREAS, the City Council proceeded to hear all persons interested in said petition and persons interested were afforded the opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the City Council determined that there is no current and/or anticipated future public need to retain said drainage, utility, and road easement and therefore vacation of said easement would be in the public interest.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis that pursuant to Minnesota Statutes 412.851, the above described public drainage, utility, and roadway exhibit situated in the City of St. Francis, Anoka County, Minnesota is hereby vacated.

BE IT FURTHER RESOLVED that this Resolution will be forwarded to the office of the County Recorder, Anoka County for appropriate action.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 15th DAY OF AUGUST 2011.

Attest:

Barbara I. Held, City Clerk

APPROVED:

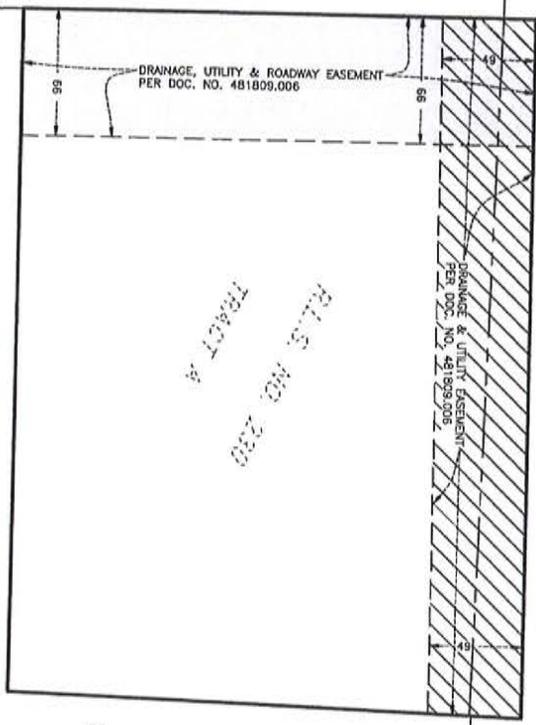
Jerry Tveit, Mayor

Attachment: Exhibit A-Vacation Exhibit

CREE STREET NW

MEADOWS OF ST. FRANCIS

STATE TRUNK HIGHWAY NO. 47
ST. FRANCIS BLVD. NW



SOUTH HIGHWAY

OUTLOT A

INDUSTRIAL PARK

PROPOSED EASEMENT VACATION DESCRIPTION:
 Vacate the permanent easement for drainage, utility and public road right-of-way purposes over the 66 feet of Tract A, Registered Land Survey No. 230 Anoka County, Minnesota, as described in Document No. 481809.006, files of the Registrar of Titles, said Anoka County.

CERTIFICATION:
 On behalf of Bolton & Menk, Inc.:

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Craig E. Johnson
 Craig E. Johnson
 Minnesota License Number 44530

August 27th, 2011



 PROPOSED EASEMENT VACATION
 EASEMENT DESCRIBED IN DOC. NO. 481809.006 (NOT VACATED)

EASEMENT VACATION EXHIBIT ST. FRANCIS, MN 55070	
 BOLTON & MENK, INC. Consulting Engineers & Surveyors 12224 NICOLET AVENUE S. BURNSVILLE, MN 55337 (952) 890-0509 MAHKAHO, MN FAIRBANK, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN CHASKA, MN RAMSEY, MN AMES, IA	EASEMENT VACATION OF PART OF DOC. NO. 481809.006 FOR: CITY OF ST. FRANCIS

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

RESOLUTION 2011-24

**A RESOLUTION PROCLAIMING
SEPTEMBER 17 – 23, 2011 AS
CONSTITUTION WEEK**

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States; and,

WHEREAS, it is important that all citizens fully understand the provisions and principles contained in the Constitution in order to effectively support, preserve and defend against all enemies; and,

WHEREAS, September 17, 2011, marks the two hundred twenty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

WHEREAS, it is fitting and proper to accord official recognition of this magnificent document and its memorable anniversary; and,

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated during Constitution Week, September 17 through 23, 2011, as designated by proclamation of the President of the United States of America in accordance with Public Law 915;

NOW THEREFORE, BE IT RESOLVED that I, Jerry Tveit, Mayor of the City of St. Francis, do hereby proclaim the week of September 17 through 23, 2011 as **CONSTITUTION WEEK**.

APPROVED:

ATTEST:

Jerry Tveit, Mayor

Barbara I. Held, City Clerk