

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
August 20, 2018
ST. FRANCIS AREA SCHOOLS DISTRICT OFFICE
4115 Ambassador Blvd NW
6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA - *All matters listed within the Consent Agenda are considered routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*
 - A. City Council Minutes – August 6, 2018
 - B. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Accept and Award Bid for Mill and Overlay – Resolution 2018-28
 - B. Emergency Generator for Well House
 - C. Disposal of Bio Solids - WWTF
 - D. Isanti 183 Acres Land Lease Discussion
 - E. Meridian Behavioral Health - Development Agreement
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports – Public Works
 - B. Councilmember Reports -
 - C. Upcoming Events –

Sept 3	Labor Day Holiday – City Offices Closed
Sept 4(Tues)	City Council Meeting @ ISD #15 Central Services Center 6 pm
Sept 17	City Council Meeting @ ISD #15 Central Services Center 6 pm
Sept 19	Planning Commission Meeting @ ISD #15 Central Services Center 7 pm
12. ADJOURNMENT

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – August 20th, 2018 Council Meeting

Agenda Items:

4. **CONSENT AGENDA:**

- a. City Council Minutes – August 6th, 2018
- b. Payment of Claims –

6. **Special Business:**

- A. None

7. **PUBLIC HEARINGS**

- A. None

8. **OLD BUSINESS**

- A. None

9. **NEW BUSINESS**

- A. Accept and Award Bid for Mill and Overlay – **Resolution 2018-28** accepting bids and awarding contract to North Valley.
- B. Emergency Generator at the Well House – This a planned purchase in the in Capital improve plan. Total expense is **\$49,906**. **\$60,000** was budgeted.
- C. Biosolids Removal at the WWTF – Two quotes were obtained. The recommendation is to go with the low quote of **\$86,630**. From Fergus Power Pump.
- D. Isanti Land Lease Discussion – Consider leasing the 180 acres of property.
- E. Meridian Development Agreement- Consider approval of the development agreement.

11. **Reports:**

- A. Public Works – Monthly Reports
- B. Council Member Reports
- C. Attorney Report –

12. **Adjournment**

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
AUGUST 6, 2018

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman.

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers Jerry Tveit, Joe Muehlbauer, and Rich Skordahl. Robert Bauer excused.

Also present; Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Anderson), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY MUEHLBAUER TO APPROVE THE REGULAR CITY COUNCIL AGENDA SECONDED BY SKORDAHL MOTION CARRIED 5-0.

4. **CONSENT AGENDA**

- A. City Council Minutes – July 16, 2018
- B. City Council Work Session Notes- July 23, 2018
- C. Fast Break Saints - Gambling Permit/Bingo @ SF American Legion 12/01/2018
- D. SF Lions Club – Gambling Permit/Bingo @ SF American Legion 10/6 & 11/17/2018
- E. Contract for School Resource Officer with ISD #15 for 2018-2019
- F. Declaring 2014 Dodge Charger as Surplus Property – Resolution 2018-26
- G. Authorization Not to Waive the Statutory Tort Liability Limits to the extent of the coverage purchased with LMCIT
- H. Release of Development Agreement Turtle Ridge Townhomes
- I. Payment of Claims \$ 495,239.91 (ACH 232E – 234E \$315,074.50 and Check #74447-74510 \$180,165.41)
- J. Routine Sewer Cleaning (Jetting)
- K. Routine Bobcat Buyback –Bobcat S570 Skid Loader

Feldman asked to remove item F from the consent agenda to discuss it further for a clarification.

MOTION BY MUEHLBAUER TO APPROVE THE CONSENT AGENDA ITEMS A – E and G-K SECONDED BY TVEIT. MOTION CARRIED 5-0

- F. Declaring 2014 Dodge Charger as Surplus Property – Resolution 2018-26

value. Estimate was \$6,200 to repair the engine and the city receives \$4,000 to \$5,000 for trade in. Feldman felt it was worth looking into.

MOTION BY TVEIT SECOND SKORDAHL APPROVE RESOLUTION 2018-26 A RESOLUTION DECLARING SURPLUS PROPERTY (2014 DODGE CHARGER) AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY.

Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

- A. Mike Rodger, 2770 232nd Lane NW, past months we have talked about how we can reach out to our residents. Last meeting we had someone text in and say maybe you should move your mics because of the sound quality. How about have a live section of the meeting where they can text into the meeting. As I am walking the neighborhoods, they do not know about the water/sewer reduction. Can't believe how disconnected our residents are.

Feldman said he has been hearing that they do know of the reduction.

Rodger something we should look into, that type of communication.

Feldman stated the text you are referring to was from a year ago under a different administration. Not sure if we want to mess with text while we dealing with the business at hand. Feldman said communication or the lack there of, will always be and ongoing issue. But between website, Facebook and Nixle it is up to the public to reach out.

Rodger said I am interested into Nixle and how it works. I think you should bring it out at Night to Unite.

Feldman said the chief and the police will be promoting Nixle tomorrow.

Rodger said I think it is a tool we should look into.

- B. Tracy Hoffman 22520 Poppy Street, wants to proposed to the City in looking at bringing flowers along Bridge Street. Braham has done a great job with their flowers. She contacted the City of Braham. The cost about \$1,100 and was more the second year. Plus the time at the end of the year taking the baskets down. They would need to be watered every day. Braham has a fertilizer/water combination on a side by side. In order to do this next year there is a contract. To me it shows that Braham cares about their city. Lindstrom also does a nice job and it shows the city cares about what the city look like.

Feldman said all the poles are owned by Connexus Energy. Feldman said we are working on redeveloping Bridge Street. We are in a long-term plan, not sure if this is something we should do now or wait. If flowers bring in a Walgreens I would do it right now. But not sure if we should be doing this right now. A lot of things along Bridge Street are in the works. I would like to make it attractive too.

Hoffman said I don't think it will be a hindrance for a small investment.

Feldman opened it up for council discussion.

Tveit stated I always thought flowers from poles was a nice touch. The cities of Anoka and Elk River have them, really nice touch. I wouldn't mind having something like that in St. Francis. Flowers themselves are not that expensive. Where the expense comes from is to maintain them. Employees are expensive and if public works is already having problems getting the current things done with the employees he has this is one more thing we are adding. In the past, we have investigated volunteers to help with the flowers. Maybe that is something we could look into in dressing up the roundabouts. Problem with that is if no one owns it and loose volunteers then we would have to take it over as well. I think it would be nice. If I am a business and if the city isn't willing to invest in the city why would they. Hoffmann agreed, look at the small town of Braham. I would like to have the manpower and a budgeted item. I don't want to hire someone to do this. Employees are expensive, that's are number one expense at the city.

Feldman said the worse thing is to have it go well with volunteers at the beginning and then the volunteers quit and the flowers die off. People will say, look it they can't even take care of their flowers.

Muehlbauer said I agree with both of you. I think it is a beautiful idea, looks great. Having the attraction is a good idea but think we need to have more talks with staff. Appreciate your time and effort.

Skordahl said this is pretty timely, you're kind of stealing my thunder. I just came home from Oregon they also had a pennant of veterans along with plants. Bridge Street is not attractive there is no doubt about it. I am all for this and think we should talk about this more with staff because I like this idea. There are people talking about paths, crosswalks and talking to Commissioner Look. We are going to be doing things along Bridge Street. There is a bigger picture in play along Bridge Street. Might be putting lipstick on a pig right now. Maybe it makes the pig look a little nicer for now. Would be for this if it is not a burden for public works. If not this fall maybe next summer.

Hoffman said the flowers would be at cost same as they give Cambridge and Braham.

Feldman said I like the idea too; I would like to stay in touch with you (Hoffman). Thank you for your time and bringing it to our attention. The cities you have talked about have established downtowns. We will have to keep in touch with Connexus Energy. Again, thank you for bringing this to us and appreciate your time.

Like to bring this up now, roundabouts that are in Princeton have flowers. Theirs is along a State Hwy. Princeton now has a third party taking care of theirs. Some cities have put pavers with the city logo in there. Could also put a Welcome to St. Francis too. We are looking into possibilities to dress up the roundabouts but will take longer dealing with the county.

6. **SPECIAL BUSINESS**

A. **Minnesota GreenStep City Program Participation Presentation**

Diana McKeown of Great Plains Institute presented an award to St. Francis for being a Green Step Program Step 1 City. This was awarded at the annual conference of League of MN Cities. Being no one was there, I thought I would bring it out to you. I just want to say welcome. GreenStep Cities was created as a statewide effort to provide a pathway to achieve sustainability goals through implementation of best practices focused on cost savings, energy use reduction and innovation. This is a free and voluntary program, which now has 123 cities throughout Minnesota have joined so far.

Feldman said I am very proud of this one. Thanked Kate (Thunstrom) for all her hard work on this program. Thank Diana for coming to the meeting to present the award and Kate again for all her hard work on this program. We'll be bring more notice to the public in working with more renewables, wave of the future. Things are changing. We'll be doing more and letting the public know. Congratulations to St. Francis on Step 1, there are 5 steps.

7. **PUBLIC HEARING**

A. **Capital Improvement Plan 2019-2023**

As per City Charter, the City must approved the Capital Improvement Plan (CIP) for the next 5 years by August 15 of each year. Feldman stated the CIP is a road map for the future to see what expenses we may have in 2025, 2031. We also have Plan It software that helps us plan into the future. Spend the money wiser for a long term gain. That's the real key here.

Mayor Feldman opened the public hearing at 6:28 pm.

Feldman gave an example on an inspection vehicle that is slotted to be here in 2023 for \$30,000. Not sure the exact price when we get there but gives us a baseline and know it is coming. There are areas to move items around. So if we need another emergency vehicle we can bump that vehicle and move things around and a do it without raising taxes. Do I think it is prudent, yes, do I think it is fiscally sound, yes that is our responsibility to do with your money is to be fiscally responsible.

LeRoy Schaffer, Woodhaven has there been any talk about the YMCA? Good for the families and the business area. Not sure if there is any talk about it. Feldman said as I am walking the neighborhoods I am telling people I am not

against a community center but not until we can afford it we shouldn't be doing one. That is the feedback I am getting from the residents too. As we grow, is there a need for it, yes I think so. Timing is everything. We are trying to get our debt down. Rate reduction that took us eighteen months. Long term I think it might happen but not now.

Muehlbauer said I think in 2015 they talked about a feasibility study but didn't happen. Came down to affordability.

Feldman said the CIP is more for equipment and buildings.

Mayor Feldman closed the public hearing at 6:33 pm

Skordahl like to see maybe add sirens and maybe budget for them. Like to add them in the future. CIP clearly laid out and I like it.

Tveit said I like it too. Just because it is in the CIP doesn't mean we are obligated to purchase it. Items still needs to come before the council. We could pull items up in the plan too. Plans is fairly fluid but it is a great budgeting and planning tool for us.

Muehlbauer likes the plan and like to include the sirens too. Nothing that is set in stone. Plan It software give us great explanation and allows us to ask better questions.

Feldman said Plan It software gives us justification of why we should purchase items. Good expenditure on the software

MOTION BY TVEIT SEOCND SKORDAHL TO APPROVE THE CAPITAL IMPROVEMENT PLAN 2019-2023. Motion carried 5-0.

8. OLD BUSINESS

A. Sirens – Feldman said Skordahl reminded him of it. Feldman asked Chief Schwieger if he found any grants available for the third siren. Chief Schwieger reached with FEMA, Homeland Security and Anoka County no moneys available. Our median household income was too high for some of the grants. I would like to see the extra money we received from the antenna lease put in the CIP and maybe get the third siren. I truly believe there is a dead zone and the chief agrees.

Skordahl said so tonight it is just a feedback time being it is not on the agenda. The map is pretty telling that the east side does not really have any coverage. The east side really does not have coverage. Like to bring it back.

Muehlbauer agrees.

Tviet would like to see it move forward too. Use the extra funds from the antenna lease to put towards the siren. Like to see this go forward as soon as possible.

Feldman explained how the city came into the extra money for the antenna lease. Truly believe is a responsible action for the council. Let's put this on the agenda for next meeting.

Feldman another thing that we are putting into the plan for the future is new water meters. If you see, a spike in your usage that is unusual call Darcy Mulvihill our Finance Director or Jen in public works. If you have questions you need to call.

9. **NEW BUSINESS**

A. Kings Hwy/Riverbank Lane – Res. 2018-27 Receiving Report and Calling for a Hearing on Street Improvement

Jochum said as discussed at the last work session for this topic. The City Council approved Resolution 2017-17 authorizing Hakanson Anderson Associates, Inc. to prepare a feasibility report for the improvement of Kings Highway and Riverbank Lane. The feasibility report was included in the council packet.

Projects costs would be assessed on a per unit basis with one-unit assessment for each lot. The two landowners that owned two lots they combined them. Therefore, that leave us with 29 lots within St. Francis that abut Kings Highway and Riverbank Lane. Based on a total assessment amount of \$241,300 the per unit assessment would be \$8,320. Per Minnesota Statutes 429 the council must conduct two public hearings. The hearing is typically known as the Improvement Hearing. The Improvement Hearing is to discuss the project improvements with comments and concerns regarding the improvements or proposed assessments. This Improvement Hearing is proposed to be September 4, 2018 at 6:00 pm.

Feldman said these numbers as of June workshop it still always hinges on the dollars. Jochum said we are assuming we are making educated assumptions. We don't think the cost are going to change that much. Once we bid it out, we'll know better. Feldman said we have worked with these resident sfor sixteen months. Even though this is feasible it will come down to price. Jochum after we have our bids then we will have our assessment hearing.

Tviet said I would like to see more of the residents attend our work session. Maybe half of the residents there. Difficult to get the public engaged. Just like Mike Rodger was stating. Difficult to get residnets engaged, Letters sent out and talked to some directly

Muehlbauer agrees with Tviet. If just 50% that is what we work with.

Skordahl only think I would add that don't live in this neighborhood, but we are going to pave and stay within our policy. We are going to utilized some stormwater funds to help with this area. This project needs to be done and they will be paying the assessment for the paving and 26% of the stormwater issues. Following our assessment policy. For the residents that showed up we had good dialogue.

Feldman said he wants to add that this problem has been going on since 1992. We are the council that actually engaged this. We took it and we didn't ignore we engaged it and discussed this for 16 months. With the help of staff, Hakanson Anderson and everyone else involved. This is one of my biggest pet peeves is that when there is a problem if you ignore it, it doesn't go away. That is what this council doesn't do any more we address it and we deal with it and that's a good thing. The notice will go out to the Riverbank residents but it is up to you to get to the meetings. As Jerry (Tveit) said all the work sessions we have had, not sure if there have been half the residents, maybe once. Thank you Craig for your work on this project.

MOTION BY MUEHLBAUER SECONDED BY TVIET TO ADOPT RESOLUTION 2018-27 A RESOLUTION RECEIVING REPORT AND CALLING HEARING ON IMPROVEMENT. Motion carried 5-0.

10. MEETING OPEN TO THE PUBLIC

A. Sarah Uvrig 3709-229th NW when we are having technical difficulties, we need to put it out on Facebook, so people know.

Some complaints from the school district that we are not using St. Francis Area Schools in city council language. Concern that we are still referring them as ISD #15. Part of their rebranding. Legally they are still ISD #15. Sound is still not good. Maybe we should get out own equipment and not rely on their (school district) equipment. Muehlbauer said I talked to them some time ago but will talk to them.

11. REPORTS

A. Councilmember Reports-
Skordahl Planning Commission meeting is cancelled for August. Hope to see everyone tomorrow night at Night to Unite.

Muehlbauer work is just starting to slow down. Sat down with Kate (Thunstrom) about development. Reached out to Joe (Kohlmann) about the roundabouts. Looking forward to seeing everyone tomorrow night at Night to Unite.

Tviet stated Night to Unite 5 to 8 pm in Community Park. St. Francis Ambassadors Program will be having a bake sale tomorrow. The Ambassador Program is a great program for young ladies. Help support them to offset some of their expenses. Anytime you can support the Ambassador Program do

it, great program. Council I would be in favor of by passing the St. Francis Area Schools sound system and get our own, let's get it fixed. Just get it done; I would be in favor of that. I will be missing the next council meeting, on vacation.

Feldman said I agree with changing the sound system. I would like to have Joe (Kohlmann) talk to the St. Francis Area Schools again. If we can't solve it with the school district then I agree with Jerry (Tveit) that we have our own system. We have to correct this problem. We didn't know about the online video issue until we were here tonight. Didn't have time to put it on our website.

One of our long-term and I am going to repeat long-term goals is to have a new city hall with our own chambers. That will not happen overnight but I can tell you it will happen. As long as we are going in a forward progress motion that this city is with our long thinking in place this will happen. I can't give you a timeframe but I can tell you it is on our plate. It is something we are thinking about and it is something that we can have happen to us. We will act like a city, be a city and it will be our chambers and be in control of. This is something we are not in control of and it kind of frustrates me as well as council.

Feldman, clarification on one of our pages in CIP on the street fund. Feldman read from the Street Fund narrative (Page 5 of the CIP).

With the different transfers and projects being closed out and an annual amount of \$60,000 be added to this street fund, staff determined this would be suffice in dedicating enough money to pay cash for road improvement projects in the future. So in the future, we will not be assessing for road improvements. When I see the word negative of about \$32,000 I don't like that. I called Darcy on the Pederson Drive Improvement. In 2015 when this project was being done, Municipal State Aid (MSA) funding was to take care of a percentage of engineering fees. Feldman stated you can correct me if I am wrong.

Mulvihill stated it is a percentage of the construction cost and Jochum said only on state aid streets. Our former engineering firm Bolton and Menk told the prior council the cost would be paid in full with MSA funds. Feldman stated, I would say to you it makes me feel better about getting rid of them as our engineering company. I don't like surprises, this council doesn't like surprises and \$32,000 is not chump change. The only thing I would fault the other council for is not asking questions or should have held back some payment from them or ask for an explanation before they paid it. But this council doesn't do things like this anymore. How we got to where we are right now after 18 months of hard work and I have stated this before on the campaign trail and said it before at council meetings: is multiple meetings and discussions, doing our due diligence on research, and asking questions when we don't have the answers, and also being flexible where we can be without changing policies, ordinances or laws. This is something I truly believe is a good thing, it is responsible governing and being fiscal responsible and think this is something that should have been done before. Again, that firm said all of the cost would be paid by MSA and it wasn't so we got stuck with this bill and that's why there was a

negative balance. I can tell you this won't happen again. With this engineering company we have in place now who was with the city many years ago I don't foresee it happening again. I just want to bring this to the public. We are on a different course and different way of thinking.

Feldman gave the explanation of why the City is using Replay and think it will save cost in the long run. Trying to show you we don't leave any stone unturned. We are looking at all things to save you money but still give you the quality of service you desire.

August 8th at 1:00 pm the Police Chief, Jerry Tviet and myself will have our second animal control meeting. Interview and field inspection with Tammy of Gratitude Farms. Also interviewing with Quite Oaks Kennels which is an also another alternative. Online Retrievers is not in the picture anymore, there are not going to be an alternative. We will be looking at them as we said we would at the end of the day the decision will be based on what we feel is the best course of action to take and what is best for our residents. We are not ignoring you, I had a health issue that I have gotten past thankfully and we are able to take these meeting on now. We will let you know when we get to the decision making on that particular matter.

Night to Unite tomorrow night, 5 to 8 pm, will have face painting, food, tug of war, helicopter. Get out there and mingle with us. One place this year, hopefully you can get out there. Glad the siren will be on the agenda, thanks to Rich (Skordahl).

Want a work session for code compliance. People are hesitant to call in. We have talked about an intern next year. I talked to one retiree to keep busy that might be interested or put out an ad to have a code compliance officer. People don't call until it is a hot button issue. Want to have a code compliance officer to notify residents of our policies. We can catch the problem earlier. Which will take the burden off the staff and city and be more beneficial for the residents. Would like to set a work session to discuss this further.

Kate said I would like to know what type of information you want for this work session. Changing, keeping our policy and what does this person do or want them to do. Let's wait until the Tuesday after Labor Day council meeting to set a work session in September. Feldman said when I get multiple people asking me about it that is why I am bringing it up.

Kohlmann said if you want to budget for an extra person for 2019, we would need to know soon. Kate said if we want a seasonal person we'll need to set that out, do you want twenty hours May to October. Feldman said we just need to get the policies out there and make them aware of it. Right now, the process takes a while.

Wait until September 4th to set a work session.

Tomorrow night is an important night. We really want to see people out there.
Extra mosquito control at Community Park, 5 to 8 pm.

B. Upcoming Events -

Aug 7
Aug 14
Aug 15
Aug 20

Night to Unite 5:00-8:00
State Primary Polls Open 7 am to 8 pm
Planning Commission Meeting @ 7 pm - Cancelled
City Council Meeting @ 6 pm

12. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular city council meeting at 7:21 pm.

Barbara I. Held, City Clerk

DRAFT



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 B

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 08-20-2018

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$88,653.99 plus any additional bills that are handed out on Monday night. Also to be approved are the June transfers of \$353,600.92.

ACTION TO BE CONSIDERED:

Approved under consent agenda to allow Finance Director to draft checks or ACH withdrawals for the attached bill list. Please note additional bills may be handed out at the council meeting.

BUDGET IMPLICATION:

City bills

Attachments:

- 08-20-2018 Packet List
- 08-20-2018 Other Checks



PAYMENT BATCH AP 08-20-18

AIRGAS NORTH CENTRAL

08/30/2018	9954942574	E 101-43100-217	Other Operating Supplies	CYLINDAR RENTAL	11.96
08/30/2018	9954942574	E 101-43210-217	Other Operating Supplies	CYLINDAR RENTAL	11.96
08/30/2018	9954942574	E 101-45200-217	Other Operating Supplies	CYLINDAR RENTAL	11.96
08/30/2018	9954942574	E 601-49440-217	Other Operating Supplies	CYLINDAR RENTAL	11.96
08/30/2018	9954942574	E 602-49490-217	Other Operating Supplies	CYLINDAR RENTAL	11.96
					\$59.80

ALLINA HEALTH SYSTEM

07/31/2018	110024171	E 101-42210-305	Medical & Testing Fees	2ND QTR BILLING	1,148.25
					\$1,148.25

ARK TOWING AND RECOVERY

08/15/2018	89522	E 101-42110-441	Miscellaneous	2001 CHRYSLER	124.00
					\$124.00

ARTISAN BEER COMPANY

08/08/2018	3282839	E 609-49751-252	Beer For Resale	BEER	32.00
					\$32.00

ASPEN MILLS

08/02/2018	220979	E 101-42210-437	Uniform Allowance	UNIFORMS	81.45
					\$81.45

BELLBOY CORPORATION

07/31/2018	0065295800	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.10
07/31/2018	0065295800	E 609-49751-251	Liquor For Resale	LIQUOR	90.00
07/31/2018	0065296100	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.55
07/31/2018	0065296100	E 609-49751-251	Liquor For Resale	LIQUOR	100.50
07/31/2018	0065296400	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.55
07/31/2018	0065296400	E 609-49751-251	Liquor For Resale	LIQUOR	176.00
07/31/2018	0065296600	E 609-49751-206	Freight and Fuel Charges	FREIGHT	15.50
07/31/2018	0065296600	E 609-49751-251	Liquor For Resale	LIQUOR	1,348.05
					\$1,736.25

BERNICK COMPANIES, THE

07/27/2018	441745	E 609-49751-252	Beer For Resale	BEER	59.20
08/01/2018	442195	E 609-49751-252	Beer For Resale	BEER	128.00
08/03/2018	443227	E 609-49751-254	Miscellaneous Merchandise	MISC	34.00
08/03/2018	443228	E 609-49751-252	Beer For Resale	BEER	177.60
					\$398.80

BGS (BARNA GUZY)

07/31/2018	190935	E 101-41600-304	Civil Legal Fees	WORKERS COMP	831.96
07/31/2018	190937	E 101-41600-304	Civil Legal Fees	NUISANCES	247.00
07/31/2018	191083	E 101-41600-312	Criminal Legal Fees	PROSECUTION/RETAINER FILE	5,000.00
07/31/2018	191130	E 101-41600-304	Civil Legal Fees	ANOKA COUNTY TRAIL EASEME	238.00
07/31/2018	191137	G 803-22102	Esc-Meridian Beh Health	MERIDIAN	154.00
07/31/2018	191206	E 101-41600-304	Civil Legal Fees	MISC FORFEITURES	234.00
07/31/2018	191295	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,900.00
07/31/2018	191296	E 101-41600-304	Civil Legal Fees	GEN LABOR	112.00
07/31/2018	191297	E 101-41600-304	Civil Legal Fees	MEADOWS	882.00
07/31/2018	191298	E 101-41600-304	Civil Legal Fees	MISC/NON-RETAINER	868.00
07/31/2018	191343	E 101-41600-304	Civil Legal Fees	KEVIN GERADS	154.00
					\$10,620.96

BREAKTHRU BEVERAGE

08/02/2018	1080838283	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.80
08/02/2018	1080838283	E 609-49751-251	Liquor For Resale	LIQUOR	1,067.28
08/02/2018	1080838283	E 609-49751-253	Wine For Resale	WINE	396.00
					<u>\$1,483.08</u>

CAPITOL BEVERAGE SALES, L.P

08/06/2018	2141359	E 609-49751-252	Beer For Resale	BEER	189.00
					<u>\$189.00</u>

CENTURY LINK

08/07/2018	08152018	E 601-49440-321	Telephone	PHONE	74.00
08/07/2018	08152018	E 602-49490-321	Telephone	PHONE	73.99
					<u>\$147.99</u>

CINTAS

08/07/2018	4008373364	E 101-41940-219	Rug Maintenance	MATS	16.16
08/07/2018	4008373459	E 609-49750-219	Rug Maintenance	RUG MAINTENANCE	11.26
					<u>\$27.42</u>

COUNTY MARKET - CITY ACCOUNT

07/31/2018	081318	E 101-42110-212	Motor Fuels	FUEL	323.24
					<u>\$323.24</u>

COURIER, THE

08/08/2018	104003	E 101-43210-439	Recycling Days	RECYCLE AD	118.00
					<u>\$118.00</u>

CRYSTAL SPRINGS ICE

07/28/2018	002.B004341	E 609-49751-254	Miscellaneous Merchandise	MISC	126.76
07/31/2018	002.B004392	E 609-49751-254	Miscellaneous Merchandise	MISC	119.88
08/04/2018	002.B004461	E 609-49751-254	Miscellaneous Merchandise	MISC	128.24
08/07/2018	002-B004507	E 609-49751-254	Miscellaneous Merchandise	MISC	59.40
					<u>\$434.28</u>

DAHLHEIMER DIST. CO. INC.

08/01/2018	1365822	E 609-49751-252	Beer For Resale	BEER	6,358.00
08/01/2018	1365822	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	369.00
08/01/2018	184245	E 609-49751-252	Beer For Resale	BEER	(26.15)
08/02/2018	1365838	E 609-49751-252	Beer For Resale	BEER	1,150.00
08/08/2018	184290	E 609-49751-252	Beer For Resale	BEER	8,603.80
					<u>\$16,454.65</u>

DAVIS, JUANITA

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	40.00
					<u>\$40.00</u>

DEX MEDIA EAST LLC

08/25/2018	081518	E 609-49750-340	Advertising	ADVERTISING	80.00
					<u>\$80.00</u>

ECM PUBLISHERS, INC.

08/03/2018	621144	E 101-41410-351	Legal Notices Publishing	PRIMARY ELECTION NOTICE	150.50
					<u>\$150.50</u>

EHLERS & ASSOCIATES

08/07/2018	77617	E 101-41540-301	Auditing and Acct g Services	CONTINUING DISCLOSURE FEE	3,875.00
					<u>\$3,875.00</u>

EXTREME ASPHALT

08/07/2018	1102	G 602-16500	Construction in Progress	WWTP	750.00
					<u>\$750.00</u>

FLYTE HCM LLC

08/08/2018	32559	G 101-21706	Flex Account	HEALTH FSA	415.00
08/08/2018	32570	E 101-41540-301	Auditing and Acct g Services	MONTHLY ADMIN	52.40
08/08/2018	32583	G 101-21706	Flex Account	FLEX	316.62

\$784.02

GRANITE CITY JOBBING CO.

08/07/2018	101751	E 609-49751-256	Tobacco Products For Resale	TOBACCO	(8.36)
08/07/2018	102011	E 609-49750-210	Operating Supplies	OPERATING	66.18
08/07/2018	102011	E 609-49751-254	Miscellaneous Merchandise	MISCELLANEOUS	145.68
08/07/2018	102011	E 609-49751-256	Tobacco Products For Resale	TOBACCO	2,511.55
					<u>\$2,715.05</u>

HAKANSON ANDERSON ASSOC., INC.

07/31/2018	40377	G 803-22102	Esc-Meridian Beh Health	MERIDIAN BEHAVIORAL HEALTH	886.00
07/31/2018	40378	G 803-22154	ALS-WOODHAVEN COND USE	WOODHAVEN 6TH	1,004.75
07/31/2018	40379	G 803-22043	Esc-River s Edge/Siwek	RIVERS EDGE	2,731.00
07/31/2018	40386	E 101-42400-303	Engineering Fees	BLDG PERMIT REVIEWS	669.50
					<u>\$5,291.25</u>

HANSON, ELEANOR

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	40.00
					<u>\$40.00</u>

HAPPY TAILS MOBILE PETTING ZOO

08/06/2018	1821	E 101-42110-308	Community Education	PETTING ZOO-NTL NIGHT OUT	250.00
					<u>\$250.00</u>

HEIFORT, JULIE

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	130.00
					<u>\$130.00</u>

INNOVATIVE OFFICE SOLUTIONS, L

08/07/2018	IN2148481	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	291.47
08/07/2018	IN2148502	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	29.96
08/08/2018	IN2149409	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	74.76
08/08/2018	IN2149409	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	38.79
					<u>\$434.98</u>

ISD #15

08/10/2018	3916	E 101-42110-221	Vehicle Repair & Maintenance	2011 CHEV TAHOE-WIPER BLAC	10.44
					<u>\$10.44</u>

JJ TAYLOR DISTRIBUTING

08/01/2018	2865790	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/01/2018	2865790	E 609-49751-252	Beer For Resale	BEER	1,174.30
08/08/2018	2877048	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/08/2018	2877048	E 609-49751-252	Beer For Resale	BEER	1,757.35
					<u>\$2,937.65</u>

JOHN HIRSCHS CAMBRIDGE MOTORS

08/08/2018	CHCS316386	E 101-42110-221	Vehicle Repair & Maintenance	2017 DODGE CHARGER	1,277.75
					<u>\$1,277.75</u>

JOHNSON BROS WHLSE LIQUOR

08/01/2018	1070586	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.99
08/01/2018	1070586	E 609-49751-251	Liquor For Resale	LIQUOR	723.75
08/01/2018	1070587	E 609-49751-206	Freight and Fuel Charges	FREIGHT	42.39
08/01/2018	1070587	E 609-49751-253	Wine For Resale	WINE	1,177.40
					<u>\$1,954.53</u>

LEAGUE OF MN CITIES

07/11/2018	274482	E 101-41400-208	Training and Instruction	TRAINING	45.00
07/11/2018	274482	E 101-41500-208	Training and Instruction	TRAINING	30.00
07/11/2018	274482	E 101-41910-208	Training and Instruction	TRAINING	30.00
07/11/2018	274482	E 101-42110-208	Training and Instruction	TRAINING	210.00
07/11/2018	274482	E 101-42210-208	Training and Instruction	TRAINING	30.00
07/11/2018	274482	E 101-42400-208	Training and Instruction	TRAINING	15.00
07/11/2018	274482	E 101-43100-208	Training and Instruction	TRAINING	47.25
07/11/2018	274482	E 101-43210-208	Training and Instruction	TRAINING	10.50
07/11/2018	274482	E 101-45200-208	Training and Instruction	TRAINING	47.25
07/11/2018	274482	E 601-49440-208	Training and Instruction	TRAINING	15.00

07/11/2018	274482	E 602-49490-208	Training and Instruction	TRAINING	15.00
07/11/2018	274482	E 609-49750-208	Training and Instruction	TRAINING	30.00
07/31/2018	274740	E 101-42210-208	Training and Instruction	TRAINING	330.00
					<u>855.00</u>

LINK-SOLBERG, LOIS

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	100.00
					<u>\$100.00</u>

MAUCH-MORFF, KEN

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	85.00
					<u>\$85.00</u>

MCDONALD DIST CO.

07/31/2018	112-0379	E 609-49751-252	Beer For Resale	BEER	(190.00)
07/31/2018	455748	E 609-49751-252	Beer For Resale	BEER	9,279.05
08/02/2018	456115	E 609-49751-252	Beer For Resale	BEER	210.00
08/07/2018	112-0385	E 609-49751-252	Beer For Resale	BEER	(13.60)
08/07/2018	456615	E 609-49751-252	Beer For Resale	BEER	12,421.95
08/07/2018	456615	E 609-49751-255	N/A Products	N/A	169.50
					<u>\$21,876.90</u>

MEDTOX LABORATORIES, INC.

07/31/2018	07201895907	E 101-43100-441	Miscellaneous	MED TESTING	6.25
07/31/2018	07201895907	E 101-45200-441	Miscellaneous	MED TESTING	6.25
07/31/2018	07201895907	E 601-49440-441	Miscellaneous	MED TESTING	6.25
07/31/2018	07201895907	E 602-49490-441	Miscellaneous	MED TESTING	6.25
					<u>\$25.00</u>

MHSRC/RANGE

08/15/2018	629430-6574	E 101-42110-208	Training and Instruction	EVOC LAW ENFORCEMENT CLA	1,275.00
					<u>\$1,275.00</u>

MIDCONTINENT COMMUNICATIONS

		E 101-41940-321	Telephone	CITY HALL	36.99
		E 101-42110-321	Telephone	Police	16.85
		E 101-43100-321	Telephone	Public Works	16.86
		E 601-49440-321	Telephone	WELL HOUSE	300.00
		E 609-49750-321	Telephone	LIQUOR STORE	150.00
					<u>\$520.70</u>

MINKLER, KATHY

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	190.00
					<u>\$190.00</u>

MINKLER, MICHAEL

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	190.00
					<u>\$190.00</u>

MPH INDUSTRIES, INC.

08/06/2018	6004235	E 101-42110-237	Small Equipment	BEE III STD RADAR	1,879.00
					<u>\$1,879.00</u>

NESS, MAUREEN

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	170.00
					<u>\$170.00</u>

PEPSI COLA

07/27/2018	45122106	E 609-49751-254	Miscellaneous Merchandise	MISC	272.75
					<u>\$272.75</u>

PHILLIPS WINE & SPIRITS CO.

07/27/2018	301899	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
07/27/2018	301899	E 609-49751-251	Liquor For Resale	LIQUOR	(86.35)
08/01/2018	2399401	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.28
08/01/2018	2399401	E 609-49751-251	Liquor For Resale	LIQUOR	559.94
08/01/2018	2399402	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.13
08/01/2018	2399402	E 609-49751-253	Wine For Resale	WINE	234.00

08/01/2018	2399403	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.57
08/01/2018	2399403	E 609-49751-255	N/A Products	NA PRODUCT	64.00
					\$792.00

POSTMASTER - ST. FRANCIS

08/16/2018	081618	E 101-41400-322	Postage	NEWSLETTER POSTAGE	214.88
08/16/2018	081618	E 101-42110-322	Postage	NEWSLETTER POSTAGE	61.39
08/16/2018	081618	E 101-43100-200	Office Supplies	NEWSLETTER POSTAGE	122.79
08/16/2018	081618	E 101-43210-439	Recycling Days	NEWSLETTER POSTAGE	61.39
08/16/2018	081618	E 101-45200-200	Office Supplies	NEWSLETTER POSTAGE	30.69
08/16/2018	081618	E 601-49440-200	Office Supplies	NEWSLETTER POSTAGE	61.39
08/16/2018	081618	E 602-49490-200	Office Supplies	NEWSLETTER POSTAGE	30.69
08/16/2018	081618	E 609-49750-322	Postage	NEWSLETTER POSTAGE	30.74
					\$613.96

SAMBATEK

07/31/2018	12591	E 101-41910-311	Contract	GENERAL PLANNING	1,636.38
07/31/2018	12591	E 101-43100-303	Engineering Fees	GENERAL PLANNING	562.50
07/31/2018	12592	G 803-22043	Esc-River s Edge/Siwek	RIVERS EDGE DEVELOPMENT	59.50
					\$2,258.38

SOUTHERN GLAZERS OF MN

08/02/2018	1713249	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.40
08/02/2018	1713249	E 609-49751-253	Wine For Resale	WINE	210.00
08/02/2018	1713250	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.68
08/02/2018	1713250	E 609-49751-251	Liquor For Resale	LIQUOR	631.65
					\$855.73

STEINKE, RAY

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	95.00
					\$95.00

THOMPSON, CAROLYN

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	90.00
					\$90.00

THOMPSON, NANCY

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	40.00
					\$40.00

U S BANK EQUIPMENT FINANCE

08/08/2018	363992629	E 101-43100-240	Office Equip	COPIER/SCANNER LEASES	241.49
08/08/2018	363992629	E 101-43210-240	Office Equip	COPIER/SCANNER LEASES	241.49
08/08/2018	363992629	E 101-45200-240	Office Equip	COPIER/SCANNER LEASES	241.49
08/08/2018	363992629	E 601-49440-240	Office Equip	COPIER/SCANNER LEASES	241.49
08/08/2018	363992629	E 602-49490-240	Office Equip	COPIER/SCANNER LEASES	241.49
					\$1,207.45

VERIZON WIRELESS

	9811709797	E 101-42110-321	Telephone	PHONE	280.08
	9811709797	E 601-49440-321	Telephone	PHONE	57.13
	9811709797	E 602-49490-321	Telephone	PHONE	35.01
	9812523202	E 101-42210-321	Telephone	PHONE	210.06
					\$582.28

WARREN, EARL

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	190.00
					\$190.00

WATKINS, DAVID

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	199.50
					\$199.50

WATKINS, SARA

08/14/2018	081418	E 101-41410-100	Wages and Salaries	PRIMARY ELECTION	170.00
					\$170.00

ZAUNER, LAURA

08/14/2018 081418

E 101-41410-100 Wages and Salaries

PRIMARY ELECTION

20.00

\$20.00

FUND SUMMARY

\$88,653.99

101 GENERAL FUND	\$29,452.46
601 WATER FUND	\$767.22
602 SEWER FUND	\$1,164.39
609 MUNICIPAL LIQUOR FUND	\$52,434.67
803 ESCROW	\$4,835.25
Total	<u><u>88,653.99</u></u>

CITY OF ST. FRANCIS
8/20/2018

Checks cut since last Council Meeting

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

Disbursements via Debits to 4M Account

Payee	Description	Amount
TOTAL		<u>0.00</u>

Disbursements via Debits to Checking Account

Payee	Description	Amount	
07/02/18	Cayan	CC fee	3,393.90
07/03/18	PSN	CC fee	295.70
07/10/18	Visa	Credit Card	13,140.06
07/12/18	Federal Tax	Payroll	19,584.28
	PERA	Payroll	16,869.23
	VOYA	Payroll	1,565.00
	ICMA	Payroll	475.00
	State Tax	Payroll	4,146.89
	MSRS	Payroll	637.04
	Healthcare Savings	Payroll	669.50
07/13/18	Liquor Gift Card	CC fee	5.95
07/17/18	Federal Tax	Payroll	1,472.32
	PERA	Payroll	880.20
	State Tax	Payroll	61.60
	Child support	Payroll	369.68
07/20/18	MN Dept of Revenue (Sales Tax)		21,710.00
07/23/18	Partners Title	Purchase house	203,992.06
07/24/18	Cayan	CC fee	39.90
07/25/18	Village Bank (Returned Check)		195.00
07/26/18	Federal Tax	Payroll	19,319.72
	PERA	Payroll	16,776.20
	VOYA	Payroll	1,565.00
	ICMA	Payroll	475.00
	State Tax	Payroll	4,095.65
	MSRS	Payroll	638.76
	Healthcare Savings	Payroll	669.50
	Liquor Gift Card	CC fee	5.40
07/31/18	Health Partners	Health Insurance	20,466.43
	Village Bank	Bank fee	85.95
TOTAL			<u>353,600.92</u>



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
9 A

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: 2018 Street Reconditioning Project – Resolution 2018-XX Resolution
 Accepting Bids and Awarding Contract
DATE: August 14, 2018

OVERVIEW:

Pursuant to Council direction the reconditioning (mill and overlay) of Guarni Street NW from Pederson Drive NW to 130th Avenue NW, 230th Avenue NW from Guarani Street NW to Makah Street NW, Jivaro Street NW from Pederson Drive NW to 230th Avenue NW and Lipan Street NW from Pederson Drive NW to 232nd Lane NW. The bids received are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
North Valley, Inc.	\$201,794.63
Rum River Contracting	\$226,397.01
Hardrives, Inc.	\$287,438.78

A summary of the bid prices compared to the Engineers Estimate for each funding source is as follows:

Funding Source	Engineer's Estimate	North Valley, Inc.
State Aid Fund	\$121,901.35	\$120,065.71
Street Fund	\$64,197.50	\$61,052.18
Water Fund	\$21,350.00	\$20,676.74
Totals	\$207,448.85	\$201,794.63

In general, these improvements include a 1.5-inch mill and overlay, spot replacement of concrete curb and gutter, and striping and signing to facilitate parking. It is also proposed to complete some needed valve box repair prior to constructing the overlay. The attached resolution accepts the bids and wards the contract to North Valley, Inc.



ACTION TO BE CONSIDERED:

Consideration to adopt Resolution 2018-XX Resolution Accepting Bids and Awarding Contract.

BUDGET IMPLICATION:

Street segments of 230th Avenue, Jivaro Street and Lipan Street are on the City's Municipal State Aid system therefore the street improvements for these streets can be paid for with Municipal State Aid funds. The Guarani Street improvements will be paid from local street funds. As discussed at the July 16, 2018 Council meeting, the funds discussed above are available and appropriate for this project.

With the exception of the Lipan Street segment all these improvements were programmed into the City's Capital Improvement Program for the year 2018 for an **estimated cost of \$202,500.00**.

The local portion of the project was estimated to cost **\$90,000.00** in the City of St. Francis Capital Improvement Plan. The current estimated total project cost for the local portion of the project is **\$74,194.00**.

The Municipal State Aid portion of the project was estimated to cost **\$112,500.00** in the City of St Francis Capital Improvement Plan but as noted above this did not include the Lipan Street segment. Given the accelerated delamination of the Lipan Street surface this segment of street was added to the project. The current estimated total project cost for the Municipal State Aid portion of the project is **\$141,305.00**.

The new estimated total project cost is now **\$215,499.00**. This estimate includes both construction and overhead costs. Additional cost associated with Lipan Street could come from the Municipal State Aid fund.

ATTACHMENTS:

RESOLUTION 2018-26 - RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS.

CONSTRUCTION PLANS FOR THE 2018 STREET RECONDITIONING PROJECT

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

RESOLUTION NO. 2018-28

A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT
FOR THE 2018 STREET RECONDITIONING PROJECT

WHEREAS, pursuant to an advertisement for bids for the reconditioning (mill and overlay) of Guarani Street NW from Pederson Drive NW to 230th Avenue NW, 230th Avenue NW from Guarani Street NW to Makah Street NW, Jivaro Street NW from Pederson Drive NW to 230th Avenue NW and Lipan Street NW from Pederson Drive NW to 232nd Lane NW, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Company</u>	<u>Bid Total</u>
North Valley, Inc.	\$201,794.63
Rum River Contracting	\$226,397.01
Hardrives, Inc.	\$287,438.78

; and

WHEREAS, a fourth bid was received from ASTECH Corporation; and

WHEREAS, ASTECH Corporation did not acknowledge Addendum No. 1, therefore, their bid in the amount of \$206,599.74 is considered non-responsive; and

WHEREAS, it appears that North Valley, Inc. of Nowthen, Minnesota is the lowest responsible bidder:

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF ST. FRANCIS AS FOLLOWS:

1. The mayor and clerk are hereby authorized and directed to enter into a contract with North Valley, Inc. of Nowthen, Minnesota in the name of the City of St. Francis for the 2018 Street Reconditioning Project, according to the plans and specifications therefore approved by the city council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the bid bond made with their bids, except that the bid bond of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 20th DAY OF AUGUST 2018.

APPROVED:

Steven D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

**BID TABULATION
CITY OF ST. FRANCIS
2018 Street Reconditioning Project**

Bids opened 10:00 a.m., Thursday, August 9, 2018.
There were 4 bids received, as shown herein.

Bid Schedule "A" - S.A.P. 235-133-001 - LIPAN STREET				North Valley, Inc.		Asphalt Services Technologies Corp. ¹		Run River Contracting		Hardrives, Inc.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	SAWING CONCRETE PAVEMENT (FULL DEPTH)	228	LIN FT	\$6.76	\$1,541.28	\$2.00	\$456.00	\$4.75	\$1,083.00	\$5.40	\$1,231.20
2	REMOVE CURB AND GUTTER	60	LIN FT	\$6.23	\$373.80	\$8.00	\$480.00	\$10.50	\$630.00	\$21.89	\$1,313.40
3	REMOVE CONCRETE WALK	29	SQ YD	\$9.59	\$278.11	\$15.00	\$435.00	\$12.41	\$359.89	\$17.94	\$520.26
4	MILL BITUMINOUS SURFACE (1.5")	1386	SQ YD	\$2.01	\$2,785.66	\$1.00	\$1,386.00	\$2.09	\$2,896.74	\$4.43	\$6,139.88
5	BITUMINOUS MATERIAL FOR TACK COAT	118	GALLON	\$2.82	\$332.76	\$3.00	\$354.00	\$1.28	\$151.04	\$1.59	\$187.62
6	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	131	TON	\$77.38	\$10,136.78	\$72.00	\$9,432.00	\$78.47	\$10,279.57	\$96.96	\$12,570.78
7	GROUT CATCH BASIN OR MANHOLE	3	EACH	\$159.78	\$479.34	\$300.00	\$900.00	\$180.00	\$540.00	\$244.90	\$734.70
8	6" CONCRETE WALK	311	SQ FT	\$6.92	\$2,152.12	\$19.50	\$6,064.50	\$7.30	\$2,270.30	\$20.47	\$6,366.17
9	CONCRETE CURB AND GUTTER DESIGN S512	60	LIN FT	\$35.90	\$2,154.00	\$70.25	\$4,215.00	\$35.75	\$2,145.00	\$83.02	\$4,981.20
10	TRUNCATED DOMES	32	SQ FT	\$44.74	\$1,431.68	\$59.50	\$1,904.00	\$37.50	\$1,200.00	\$62.55	\$2,001.60
11	SIGN PANEL TYPE C	8	SQ FT	\$95.87	\$766.96	\$85.00	\$680.00	\$80.00	\$640.00	\$90.98	\$727.84
12	LOAM TOPSOIL BORROW, LV	7	CU YD	\$37.28	\$260.96	\$40.00	\$280.00	\$43.26	\$302.82	\$56.87	\$398.09
Total Bid Schedule A					\$22,693.65		\$26,586.50		\$22,498.96		\$37,172.82

Bid Schedule "B" - S.A.P. 235-136-001 - 230TH AVENUE				North Valley, Inc.		Asphalt Services Technologies Corp. ¹		Run River Contracting		Hardrives, Inc.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	SAWING CONCRETE PAVEMENT (FULL DEPTH)	12	LIN FT	\$6.76	\$81.12	\$2.00	\$24.00	\$4.75	\$57.00	\$5.40	\$64.80
2	REMOVE CURB AND GUTTER	60	LIN FT	\$6.23	\$373.80	\$8.00	\$480.00	\$10.50	\$630.00	\$21.89	\$1,313.40
3	MILL BITUMINOUS SURFACE (1.5")	4456	SQ YD	\$1.00	\$4,456.00	\$1.00	\$4,456.00	\$2.09	\$9,313.04	\$2.29	\$10,204.24
4	BITUMINOUS MATERIAL FOR TACK COAT	379	GALLON	\$2.82	\$1,068.78	\$3.00	\$1,137.00	\$1.28	\$485.12	\$1.59	\$602.61
5	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	423	TON	\$69.63	\$29,453.49	\$72.00	\$30,456.00	\$69.22	\$29,280.06	\$79.56	\$33,653.68
6	ADJUST FRAME AND RING CASTING	2	EACH	\$876.76	\$1,757.52	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$697.28	\$1,394.56
7	GROUT CATCH BASIN OR MANHOLE	11	EACH	\$133.15	\$1,464.65	\$300.00	\$3,300.00	\$180.00	\$1,980.00	\$244.89	\$2,693.79
8	CONCRETE CURB AND GUTTER DESIGN S512	60	LIN FT	\$35.90	\$2,154.00	\$70.25	\$4,215.00	\$35.75	\$2,145.00	\$83.02	\$4,981.20
9	LOAM TOPSOIL BORROW, LV	7	CU YD	\$37.28	\$260.96	\$40.00	\$280.00	\$43.26	\$302.82	\$56.87	\$398.09
10	4" SOLID LINE PAINT	2600	LIN FT	\$0.67	\$1,742.00	\$0.81	\$2,106.00	\$0.35	\$910.00	\$0.85	\$2,210.00
Total Bid Schedule B					\$42,812.32		\$47,654.00		\$47,103.04		\$57,516.57

Bid Schedule "C" - S.A.P. 235-137-001 - JIVARO STREET				North Valley, Inc.		Asphalt Services Technologies Corp. ¹		Run River Contracting		Hardrives, Inc.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	SAWING CONCRETE PAVEMENT (FULL DEPTH)	10	LIN FT	\$6.76	\$67.60	\$2.00	\$20.00	\$4.75	\$47.50	\$5.40	\$54.00
2	REMOVE CURB AND GUTTER	50	LIN FT	\$6.23	\$311.50	\$8.00	\$400.00	\$10.50	\$525.00	\$21.89	\$1,096.00
3	MILL BITUMINOUS SURFACE (1.5")	5193	SQ YD	\$1.00	\$5,193.00	\$1.00	\$5,193.00	\$2.09	\$10,853.37	\$2.23	\$11,580.39
4	BITUMINOUS MATERIAL FOR TACK COAT	441	GALLON	\$2.82	\$1,243.62	\$3.00	\$1,323.00	\$1.28	\$564.48	\$1.59	\$701.19
5	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	493	TON	\$69.63	\$34,327.59	\$72.00	\$35,496.00	\$69.31	\$34,169.83	\$78.56	\$39,223.08

**BID TABULATION
CITY OF ST. FRANCIS
2018 Street Reconditioning Project**

Bid Schedule "C" - S.A.P. 235-137-001 - JIVARO STREET - CONTINUED				North Valley, Inc.		Asphalt Services Technologies Corp. ¹		Rum River Contracting		Hardrives, Inc.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
6	ADJUST FRAME AND RING CASTING	2	EACH	\$878.78	\$1,757.52	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$697.28	\$1,394.56
7	GROUT CATCH BASIN OR MANHOLE	10	EACH	\$90.54	\$905.40	\$300.00	\$3,000.00	\$180.00	\$1,800.00	\$244.90	\$2,449.00
8	CONCRETE CURB AND GUTTER DESIGN S512	50	LIN FT	\$35.90	\$1,795.00	\$70.25	\$3,512.50	\$35.75	\$1,787.50	\$83.02	\$4,151.00
9	LOAM TOPSOIL BORROW, LV	6	CU YD	\$37.28	\$223.68	\$40.00	\$240.00	\$43.28	\$259.56	\$56.87	\$341.22
10	4" SOLID LINE PAINT	2904	LIN FT	\$0.64	\$1,859.56	\$0.81	\$2,352.24	\$0.35	\$1,016.40	\$0.85	\$2,468.40
Total Bid Schedule C					\$47,683.47		\$52,736.74		\$53,023.64		\$63,458.84

Bid Schedule "D" - LOCAL FUNDING				North Valley, Inc.		Asphalt Services Technologies Corp. ¹		Rum River Contracting		Hardrives, Inc.		
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	REMOVE VALVE BOX	4	EACH	\$159.78	\$639.12		\$0.00	\$1,000.00	\$4,000.00	\$1,137.30	\$4,549.20	
2	SAWING CONCRETE PAVEMENT (FULL DEPTH)	26	LIN FT	\$8.78	\$175.76		\$2.00	\$52.00	\$4.75	\$123.50	\$5.40	\$140.40
3	REMOVE CURB AND GUTTER	130	LIN FT	\$6.23	\$809.90		\$8.00	\$1,040.00	\$9.50	\$1,235.00	\$21.92	\$2,849.60
4	DEWATERING	4	EACH	\$1,597.75	\$6,391.00		\$0.00	\$750.00	\$3,000.00	\$4,094.28	\$16,377.18	
5	MILL BITUMINOUS SURFACE (1.5")	6166	SQ YD	\$1.00	\$6,166.00		\$1.00	\$6,166.00	\$2.09	\$12,886.94	\$2.25	\$13,873.50
6	BITUMINOUS MATERIAL FOR TACK COAT	624	GALLON	\$2.82	\$1,477.68		\$3.00	\$1,572.00	\$1.28	\$670.72	\$1.56	\$833.16
7	TYPE SP 9.5 WEARING COURSE MIXTURE (2B)	585	TON	\$69.63	\$40,733.55		\$72.00	\$42,120.00	\$67.19	\$39,306.15	\$79.56	\$46,542.60
8	VALVE BOX	4	EACH	\$3,115.61	\$12,462.44		\$0.00	\$1,500.00	\$8,000.00	\$2,765.21	\$11,060.84	
9	GROUT CATCH BASIN OR MANHOLE	22	EACH	\$133.15	\$2,929.30		\$300.00	\$6,600.00	\$180.00	\$3,960.00	\$244.89	\$5,387.58
10	CONCRETE CURB AND GUTTER DESIGN S512	130	LIN FT	\$35.90	\$4,667.00		\$70.25	\$9,132.50	\$35.75	\$4,647.50	\$83.02	\$10,792.60
11	LOAM TOPSOIL BORROW, LV	16	CU YD	\$37.28	\$596.48		\$40.00	\$640.00	\$43.28	\$692.16	\$45.49	\$727.84
Total Bid Schedule D					\$77,048.23		\$67,322.50		\$76,521.97		\$113,134.48	

Bid Schedule "E" - MOBILIZATION, TRAFFIC CONTROL AND TURF ESTABLISHMENT				North Valley, Inc.		Asphalt Services Technologies Corp. ¹		Rum River Contracting		Hardrives, Inc.	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$3,728.01	\$3,728.01	\$6,000.00	\$6,000.00	\$15,700.00	\$15,700.00	\$8,877.33	\$8,877.33
2	TRAFFIC CONTROL SUPERVISOR	1	LUMP SUM	\$532.58	\$532.58	\$1,500.00	\$1,500.00	\$4,275.00	\$4,275.00	\$1,137.30	\$1,137.30
3	TRAFFIC CONTROL	1	LUMP SUM	\$4,633.46	\$4,633.46	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$2,729.53	\$2,729.53
4	TURF ESTABLISHMENT	1	LUMP SUM	\$2,662.91	\$2,662.91	\$2,000.00	\$2,000.00	\$4,875.00	\$4,875.00	\$3,411.91	\$3,411.91
Total Bid Schedule E					\$11,556.96		\$12,300.00		\$27,250.00		\$16,156.07

SUMMARY OF BIDDING:

Total Bid Schedule A through E

	North Valley, Inc.	Asphalt Services Technologies Corp. ¹	Rum River Contracting	Hardrives, Inc.
Total Bid Schedule A through E	\$201,794.63	\$206,599.74	\$226,397.01	\$287,438.78

¹Asphalt Service Technologies Corp. did not acknowledge Addendum No. 1.

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Addition of an Emergency generator at the Well House
DATE: 8-20-2018

OVERVIEW: Before work began on new wastewater facility, it was determined that the existing seventeen year old emergency diesel generator would be too small to meet the electrical demand of the new WWTP. Not wanting to get rid of this generator, thoughts on where it could be used were considered. It was determined that the most logical location was at the well house. Because this generator was housed inside, and hasn't been operated in almost three years, a quote was obtained from Ziegler Power Systems to retrofit it for outside use. This retro fit would include, fabricating a new outside enclosure, exhaust system with critical grade silencer, load bank testing, compressive inspection and fluid change. Considering the price to refurbish it, the age of the machine, no warranties and taking in to account our wellhead protection plan, a new natural gas generator was considered to be a better alternative. Three quotes were obtained for a new natural gas generator, and two quotes to do site prep and install the generator were obtained. Use of a natural gas generator allows the placement of the generator to be closer to the wells without the purchase of spill containment and meeting setbacks for wellhead protection. CenterPoint will install natural gas to the generator at a cost of approximately **\$3,800.00**. Options for installation are as follows:
Refurbish existing generator: Ziegler Power system (no warranties) \$31,300.00 + Taylor Electric Co. \$19,604.00 totaling **\$50,904.00**. This price does NOT include additional electrical cost or spill containment.

Purchase of a new natural gas generator:

Option 1: Ziegler Power systems (two year warranty) \$33,200.00 less \$3000.00 trade value of old diesel genset + Taylor Electric Co. \$19,604 totaling **\$49,804.00**.

Option 2: Pioneer Critical Power (two year limited warranty) \$26,500.00 + Taylor Electric Co. \$19,604 for **\$46,104.00**.

Option 3: Kodiak Power Systems (three year warranty) \$29,750.00 less \$3250.00 trade value of old diesel genset, + Taylor Electric Co. \$19,604.00 totaling **\$46,104.00**.



ACTION TO BE CONSIDERED: Consider accepting quotes for the addition of an emergency generator at the well house. Consider accepting low quotes from Kodiak power systems including, 3 year warranty and, trade-in value of **\$3250.00** for the amount of **\$26,500.00**. Also consider low quote for electrical work and site prep from Taylor Electric Co. in the amount of **\$19,604.00** and quote from CenterPoint to install gas line to generator for approximately **\$3,800.00**.
Total installation price approximately \$49,906.00.

BUDGET IMPLICATION: This is a planned for purchase in the CEP. The amount budgeted for this purchase in plan-it software is **\$60,000.00**.

Attachments: Plan-IT software page, CenterPoint email, CAT trade-in email, Taylor Electric Co. quote, Killmer Electric Co. quote, Ziegler refurbish quote, Ziegler new equipment quote, Kodiak Power new equipment quote, Pioneer Power new equipment quote.



Taylor Electric Co.

19717 207th Street
Big Lake, MN 55309

Estimate

Date	Estimate #
8/15/2018	1094

Name / Address
City of St. Francis 23340 Cree Street NW St. Francis, MN 55070

Project
St. Francis Well Hou...

Description	Qty	Rate	Total
City of St. Francis Well House - Install City supplied 100KW Diesel Generator and 200A 480/277V Transfer Switch. ***INCLUDES*** 1) Electrical Permit 2) Concrete Pad for Generator 3) Complete Wiring of Generator and Transfer Switch, including Power and Controls ***EXCLUDES*** 1) Bond 2) Restoration of any kind 3) Setting Generator on Concrete Pad.		19,604.00	19,604.00
We look forward to working with You!		Total	\$19,604.00

Phone #	Fax #	E-mail
7632635703	763-263-5709	pfulkerson@taylorelectricco.net

Industrial
Commercial
Underground



5141 Lakeland Avenue North
Crystal, Minnesota 55429
Telephone: (763) 425-2525
Fax: (763) 424-1258

August 7, 2018

Mr. Parish Barten
City of St. Francis, MN

Re: Well House Generator Installation
St. Francis, MN

Killmer Electric Company proposes to provide electrical construction services for the subject project. This proposal is prepared in accordance with site review and scope items noted below and city supplying a 100KW natural Gas generator.

Misc. Included

- Provide Reinforced concrete pad sized for generator supplied by City.
 - Remove top soil to stable material below and provide new compacted sand bed.
- Provide underground conduit as needed. All wiring will be in conduit.
- Provide shore power wiring and circuits as needed for new generator.
- Install city provided ATS into electrical room and provide interior conduit and wiring to make automatic back up system operational.
- Natural gas primary regulator and piping from Utility meter to generator fuel connection.
- Coordinate delivery and install with City's generator supplier.
- Provide set up and training assistance to city for (1) 4-hour period.

Excluded

- Overtime and/or shift time.
- **Production wells will have a power outage of roughly 8 hours while ATS is tied into system. No backup power or wiring figured for this time.**
- Payment and/or Performance bonds. (add 1% to provide)
- Final site restoration, seeding, sodding/turf establishment.

Electrical Base Bid: \$22,000.00

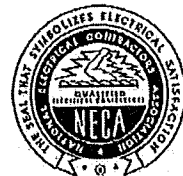
Thank you for the opportunity to provide a proposal.
Please call with any questions or comments.

Regards,

A handwritten signature in black ink that reads "Matthew Pettit".

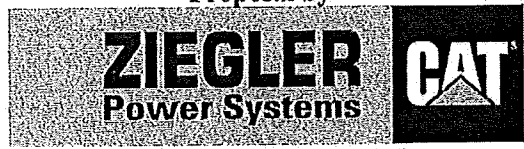
Matthew Pettit
Project Manager

An Equal Opportunity Employer



Date: June 28, 2018

Proposal by



Proposal No. EPG222785r1

8050 State Highway 101
Shakopee, MN 55379
952-887-4574

To: City of St. Francis

Re: Emergency Standby Generator

Attn: Mr. Parish Barten

"St. Francis Public Works"

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

PACKAGE #1

QUANTITY: One (1) new CATERPILLAR emergency standby generator set mounted in outdoor Insulated/sound attenuated enclosure rated 74 dBA @ 23 feet

MODEL: DG100 - Natural Gas

RATING: 100kW - Stand By Rated

VOLTAGE: 480/277 volts, 3 phase, 60 HZ, 1800 RPM

BREAKER: One (1) UL mainline circuit breaker, thermal magnetic trip, 150 amp, 100% rated

WARRANTY: Two (2) years, 1000 hours

TOTAL EQUIPMENT PRICE: \$33,200.00*

PACKAGE #2

QUANTITY: One (1) new CATERPILLAR emergency standby generator set mounted in outdoor Insulated/sound attenuated enclosure rated 76 dBA @ 23 feet

MODEL: D100 - Diesel

RATING: 100kW - Stand By Rated

VOLTAGE: 480/277 volts, 3 phase, 60 HZ, 1800 RPM

BREAKER: One (1) UL mainline circuit breaker, thermal magnetic trip, 150 amp, 100% rated

WARRANTY: Two (2) years, 1000 hours

TOTAL EQUIPMENT PRICE: \$39,000.00*

*Prices do not include sales/use tax. *Please refer to the attached Bill of Material.

ESTIMATED DELIVERY: 15-16 weeks after submittal approval

F.O.B. Jobsite on truck

TERMS: Net 20 days

ACCEPTED:

Respectfully submitted,
ZIEGLER INC.

By: Logan Cameron
Logan Cameron, Sales Engineer

By

Subject to approval by
ZIEGLER INC.

APPROVED:

Its

By

Date: June 28th, 2018

Proposal by

ZIEGLER
Power Systems



Proposal No: EPG222785

8050 State Highway 101
Shakopee, MN 55379
952-887-4574

To: City of St. Francis

Re: Caterpillar D100P1 Generator

Attn: Parish Barten

"D100P1 Repackaging Options"

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

1. Repackaging of customers CAT D100P1 100kW generator set to consist of the following labor & materials:
Ziegler to provide custom Level 2 sound attenuated drop over enclosure with interior mounted critical grade silencer.
Sound reduction of 25dBA @ 23 feet, estimated package rating of 70dBA @ 23 feet
Enclosure will be delivered by Ziegler to St. Francis Public Works Building
Electrical and mechanical installation provided by the City of St Francis

TOTAL PACKAGE PRICE: \$ 24,260.00

2. Repackaging of customers CAT D100P1 100kW generator set to consist of the following labor & materials:
Ziegler to provide custom Level 2 sound attenuated skin-tight enclosure with interior mounted critical grade silencer.
Sound reduction of 25dBA @ 23 feet, estimated package rating of 70dBA @ 23 feet
Ziegler will install enclosure, extend oil & coolant drains, and mount internal critical grade silencer.
Prior to delivery Ziegler will conduct a load bank test, inspection, and maintenance services on the generator package.

TOTAL PACKAGE PRICE: \$ 31,300.00*

3. Provide custom Level 2 skintight enclosure with interior mounted silencer, sound reduction of 25dBA @ 23 feet, estimated package rating of 70dBA @ 23 feet. City of St Francis to install, Delivery by Ziegler, no mechanical or electrical installation provided, no start-up or load bank provided.

TOTAL PACKAGE PRICE: \$ 26,165.00*

APPROXIMATE SHIPPING DATE: 16-18 weeks after submittal approvals

F.O.B: Jobsite on truck

TERMS: Net 20 Days

THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON REVERSE SIDE

ACCEPTED:

Respectfully submitted,
ZIEGLER INC.

By: Logan Cameron
Logan Cameron, Sales Engineer

By _____

Subject to approval by
ZIEGLER INC.

APPROVED:

Its _____

By _____



Kodiak Power Systems

P.O. Box 10555
White Bear Lake, MN 55110
612-508-8424

City of St. Francis

Proposal for waster water generator

Proposal# 07312018 Valid for 30 days

July 31, 2018

Parish,

Thank you for the opportunity to bid the replacement back up generator for the City of St. Francis waste water treatment facility.

Option 1: Natural Gas 100Kw Briggs & Stratton 480V 60Hz

Engine

- PSI GM 5.7L Turbo Charged
- Liquid Cooled
- 1800Watt Coolant Heater
- Natural Gas Fuel System

Engine Safeties

- Low Oil Pressure
- Low Coolant Level
- Low Coolant Temperature
- High Coolant Temperature
- Under/Over Speed
- Over Crank

Generator Specifications

- Brushless 12 lead alternator
- Class H Insulation
- Flexible coupling
- Solid state +/-1% regulation
- UL Certified Thermal Trip Circuit Breaker 150A

Controller

- DeepSea 7310
- Non-proprietary software
- A/C Protections – Under/Over Frequency, Under/Over Voltage, Over Current
- Full digital display with high visibility screen
- Optional IO for configurable notifications

Other Equipment

- Sound attenuated enclosure 79dB
- Exhaust package
- Battery
- 6A Charger
- Gas Flex Connection

Warranty

3 Year warranty covering Parts, Labor, and Travel on generator

Lead time – Available for shipment as of 7/31/2018

Option 2: Diesel 100Kw Winco DR100F4 480V 60Hz

Engine

- FPT (Case/New Holland) 6.7L Diesel Turbo Charged
- Liquid Cooled
- 1000 Watt Engine Block Heater

Engine Safeties

- Low Oil Pressure

- Low Coolant Level
- Low Coolant Temperature
- High Coolant Temperature
- Under/Over Speed
- Over Crank

Generator Specifications

- Brushless 12 lead alternator
- Class H Insulation
- Flexible coupling
- Solid state +/-1.5% regulation
- UL Certified Thermal Trip Circuit Breaker 150A

Controller

- DeepSea 7310
- Non-proprietary software
- A/C Protections – Under/Over Frequency, Under/Over Voltage, Over Current
- Full digital display with high visibility screen
- Optional IO for configurable notifications

Other Equipment

- Sound attenuated enclosure 76dB
- 230 Gallon diesel fuel tank allowing 29 Hour run time at 100% load
- Exhaust package
- Battery
- 2A Charger

Warranty

Generator 1 Year 1000 Hour
Engine 5 Year 2000 Hour

Lead Time – 14-16 Week

Kodiak Power Systems will deliver, commission, perform a 1 hour load test and provide training upon completion of the project.

Electrical performed by others.

Pad installed by others.

Transfer switch provided by others.

Technical assistance provided by Kodiak Power Systems.

All permitting provided by others.

Orders subject to restocking charge.

Total Price:

Option 1: \$29,750.00 Natural Gas 100Kw Briggs & Stratton

Option 2: \$34,405.00 Diesel Winco 100Kw Generator with 29 Hour run tank

Delivery to customers site provided. Unloading to be performed by customer unless optional crane service is desired.

Optional crane service: \$550.00

Option to sell Kodiak Power Systems the 100Kw Olympian Generator in its whole: \$3250.00 paid to the City of St. Francis.

Kodiak will cover the costs associated with removal of the generator from its location. Electrical, if present is disconnected and conduit holes are capped.

Payment Terms:

50% of total is due upon acceptance.

40% is due upon delivery of materials.

10% is due upon completion.

Thank you for choosing Kodiak Power Systems. If there are any questions, please feel free to contact us.

Regards, Mike Proulx - Owner

To accept this proposal and the terms sign and date.

Authorized Representative:

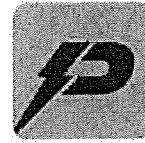
X _____

Date _____

Proposal # 07312018



PIONEER
CRITICAL POWER



PIONEER
CRITICAL POWER

July 16, 2018

Quote Number: 32088

TO:

Parish Barten
City of St. Francis Phone: 3203336830
4020 St. Francis, MN 55070 Fax:
St. Francis, MN 55070 Email: pbarten@stfrancismn.org

✓ GENERATOR PROPOSAL (Project: City of St. Francis Waste Water Gen Replace (NG))

I appreciate the opportunity to provide the following quotation for your consideration.

→ **TAYLOR Model TG100: Engine Driven Generator Set**
Rated: 100 Kw on Natural Gas, EPA Stationary Standby, 277/480 Volt, 3 Phase, 60 Hz

Unit Features:

- ▶ **GM - PSI Engine**
 - Model - 5.7L NG or LPV
 - Heavy Duty Air Cleaner w/Service Indicator
 - 50 C Ambient Radiator
 - Electronic Isochronous Governor with 0.5% Frequency Regulation
- ▶ **Stamford Alternator**
 - Model - UCI274D311
 - Brushless Rotating Field Generator with Class H Insulation
 - 1.0% AVR, PMG
 - Tropical Coating
- ▶ **Circuit Breaker**
 - 150 Amp, T3 Frame, 100% Rated, Thermal Magnetic Trip, Main Line Circuit Breaker
- ▶ **TAYLOR DGC2020 Control Panel**
Taylor Power Systems DGC-2020 digital genset controller provides integrated engine-genset control, protection, and metering in a single package. Microprocessor based technology allows for exact measurement, setpoint adjustment, and timing functions. Front panel controls and indicators enable quick and simple DGC-2020 operation. A wide temperature-range liquid crystal display (LCD) with backlighting can be viewed under a wide range of ambient light and temperature conditions. Taylor Power Systems also supplies a manual key override by-pass switch that allows you to start the generator manually in the event of control systems failure.



PIONEER
CRITICAL POWER

Pioneer Critical Power • 9210 Wyoming Ave N • Minneapolis, MN 55445 • Phone (952) 314-7290



- ▶ Surface Mount RDP-110 Remote Annunciator for DGC2020 (Shipped Loose)
- ▶ Heavy Duty Integral Vibration Isolators between Engine/Alternator and Base
- ▶ 1 1/4" NPT Inlet Connection
- ▶ Oil Drain Kit (Oil Drain Piped to Edge of Skid w/Valve)
- ▶ Coolant Drain Kit
- ▶ Lube Oil & Antifreeze (Initial Fill)
- ▶ Battery Rack & Cables

- ▶ Stamford Wide Skid Base
- ▶ Flex Fuel Line
- ▶ 120V, 1500W Block Heater
- ▶ Battery Charger: SENS MicroGenius 2 (10 Amp/12 Volt)
- ▶ 12V Lead Acid Battery, 950CCA
- ▶ Standard Weather Proof Enclosure w/Internal Critical Silencer & Stainless Flex
 - Heavy Duty 14 Ga. Galvanneal Steel
 - Peaked Roof
 - Lockable Doors
 - Stainless Steel Hinges & Hardware
 - Powder Coat Finish

Misc:

- ▶ One Hour Factory Load Bank Test
- ▶ Standard 2 Year Standby Limited Warranty
- ▶ (1) Electronic O&M Manual
- ▶ Certified to UL2200
- *Start-up & Freight
- *Fuel Regulator not included (If required, \$520.00 additional)

Net Unit Price.....\$ 26,500.00



PIONEER
CRITICAL POWER

Pioneer Critical Power • 9210 Wyoming Ave N • Minneapolis, MN 55445 • Phone (952) 314-7290



TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: **Biosolids Removal WWTP**
DATE: 8-20-2018

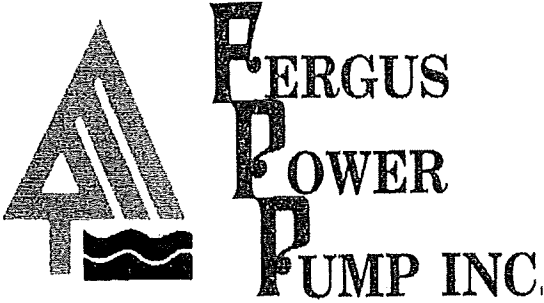
OVERVIEW: One of the by-products of the wastewater treatment facility is biosolids. Biosolids are generated from wasting, which is removing excess solids from the treatment process that are no longer needed to treat the incoming wastewater. The excess solids or biosolids that are no longer needed, are pumped to three, 500,000 gallon tanks that continuously build up over the course of a year and need to be emptied annually. The biosolids our facility generates are considered class B, and can be land applied or can be hauled to a landfill, assuming it meets strict standards. Currently, we do not have land permitted by MPCA for a land application of the biosolids, any staff member that holds a type 4 license, or the equipment to be able to dewater or haul the biosolids; due to this we will need to hire an outside company to perform this work. A beneficial use of biosolids is it can be land applied as fertilizer, but property or sites must be permitted through the Minnesota Pollution Control Agency. The permitting process is a tedious process that involves finding property, soil testing, calculating setbacks and knowing what crops will be grown on the site and in which year. We have been working with MPCA to permit several local sites for land application. Unfortunately, our tanks are nearing capacity and for this year, the biosolids will have to be dewatered and hauled to the landfill. Quotes were obtained from 2 companies to perform this work. Quote one is for the amount of **\$95,580.00** and quote two is for the amount of **\$86,630.00**.

ACTION TO BE CONSIDERED: Consider accepting the two quotes for the removal of biosolids from the wastewater treatment facility. Consider accepting the low quote from Fergus Power Pump to perform work as described in the amount of **\$86,630.00**.

BUDGET IMPLICATION: This is a budgeted for item in the yearly operations and maintenance budget for sewer.

Parish Barten

From: Jim - Fergus Power Pump <jim@ferguspump.com>
Sent: Monday, August 13, 2018 12:34 PM



**Biosolids
Management**

- 24978 - 225th Street • Fergus Falls, MN 56537
- Phone (218) 736-6772 • Fax (218) 736-7115
- Email: fppinc@prt.com • www.ferguspump.com

August 13, 2018

Mr. Parish Barten
Water and Wastewater Systems Supervisor
City of St. Francis
4058 St. Francis Blvd
St. Francis, MN 55070

RE: REVISED PROPOSAL FOR REMOVAL OF BIOSOLIDS

Dear Mr. Barten:

Thank you for allowing Fergus Power Pump, Inc to submit a revised proposal for the removal of Biosolids at St. Francis, MN. Fergus Power Pump Inc. will provide the best possible solution and production in regard to the removal of Biosolids.

Fergus Power Pump Inc. can offer the following proposal for removal and dewatering Biosolids from mechanical plant.

Fergus Power Pump, Inc. proposes the following:

Fergus Power Pump, Inc. will provide a 2.2-meter belt press and all appurtances to dewater approximately 750,000 gallons of Biosolids at 1 - 3% from your mechanical plant.

Mobilization/Demobilization		\$ 6,800.00
Dewatering	750,000 gallons @ \$0.06	\$45,000.00
		\$51,800.00

This pricing does include the cost of polymer.

Page 2
Mr. Parish Barten
City of St. Francis

Hauling to Elk River Sanitary Landfill is a estimated cost dependent on quantities and dewatering capabilities. The estimated price is based on 450 tons of dewater cake from 750,000 gallons.

Fergus Power Pump, Inc. will include all necessary equipment, trucks, and personnel for the hauling of dewater biosolids.

Hauling to Elk River Sanitary Landfill along with Tipping Fees:

Estimated 450 tons @ \$77.40 \$34,830.00

If Elk River Sanitary Landfill has any additional charges or fees they will be invoiced at cost.

Payment schedule as follows:

Mobilization/Demobilization within 10 days of receipt.
Remaining Project Cost will be invoiced weekly.

City of St. Francis is to provide a crane to unload skid belt press.

If we stock pile the dewater cake instead of hauling to the landfill the City of St. Francis will need to provided a pay loader and operator.

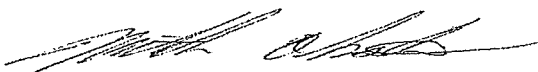
Disposal of the Biosolids will be conducted per Minnesota Pollution Control Agency, MPCA and EPA Rules within regard to hauling of Biosolids. Fergus Power Pump, Inc. is a MPCA Type IV Certified Corporation.

Upon receipt of Purchase Order this proposal becomes a binding agreement between Fergus Power Pump, Inc. and City of St. Francis

Once again, Fergus Power Pump, Inc. would like to thank you for the opportunity in submitting a proposal to City of St. Francis, MN.

If you have any questions or need clarifications, please do not hesitate to call.

Sincerely,



Mitch Okerstrom, President

AUGUST 14, 2018

City of St. Francis, MN
Mr. Barten

Re: St. Francis, MN Biosolid Management

Mr. Barten,

Synagro Central, LLC (Synagro) is pleased to provide this quote for Biosolids management located at the St. Francis, MN WWTP. Please see our pricing below.

Company Overview

Synagro Technologies, Inc. is North America's most experienced & leading provider of beneficial use management services for municipal sludge (bio-solids) and other organic residuals. Synagro provides high-quality, cost-effective management and beneficial reuse services for municipal and industrial water and wastewater treatment plants. Using state-of-the-art technologies, Synagro's services include facility site development, facility design, financing, construction, operation, transportation, public relations, community acceptance programs, permitting and marketing of end products.

Synagro currently manages over 11,000,000 wet tons of bio-solids and other organic by-products annually for more than 650 municipal and industrial water and wastewater generators, with operations in 37 states. We operate eight heat-drying facilities, six composting facilities, three incineration facilities and 35 permanent and 48 mobile dewatering units. Synagro offers the experience, staff, financial resources and technical expertise to successfully manage a wide variety of organic residuals management programs.

Dewatering and Landfill Disposal

Mobilization	Unit Price (Dewatering)	Unit Price (Disposal)	Cost for 750,000 gallons
\$18,000	\$0.0385/gallon	\$85.00/WT	\$95,580

- If we are able to perform dewater each cell with one mobilization trip, then the mobilization cost would only count one time.
- Assuming we would pay the tip fee
- Assuming taking material to the WM landfill in Elk River
- Pricing may change once tip fee is acquired
- Assuming 382 Wet Tons
- Assuming Non-Prevailing Wage
- Pricing for (750,000 gallons)

Thank you for the opportunity to submit our quote for this project. Please note this is a non-binding, budgetary quote. If you have any questions about our submittal or require any additional information, please contact me at (772) 971-6286 or eday@synagro.com. We look forward to hearing from you soon.

Warm regards,



Ericka Day

Ericka Day

North Plains Sales Representative



TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Isanti 183 Acres – Lease Agreement
DATE: August 20, 2018

OVERVIEW

In March 2016, staff was directed to lease the Isanti property for the 2016 growing season. The City would enter into a one year lease with a two year automatically renewing clause. This lease agreement expires on December 31, 2018. In consideration of the needs of the individual currently farming the land, the City needs to provide notification of its intent moving forward.

Bids to lease the property received by the City in April 2016 ranged from \$8,956 to \$18,075. The property has been farmed annually by the current lease holder.

Current expenses to holding the land include annual taxes and insurance of \$9,592

An appraisal was completed in January 2016. Identified comparable property to the city's 183 acres ranged from \$6,465 to \$8,786 per acre. To have the appraisal updated would cost \$1,750.

ITEMS TO BE DICUSSED:

The lease agreement will expire on December 31, 2018. Council to consider next step with the property.

1. Extend the lease agreement with the current tenant, if tenant is interested
2. Complete a new bid process with open solicitation to all interested parties
3. Market to sell the property for current market value

POTENTIAL BUDGET:

ATTACHMENTS:

none



**City Council
AGENDA REPORT**
Agenda Item #
9 E

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Meridian Behavioral Health – Development Agreement
DATE: August 20, 2018

OVERVIEW

Meridian Behavioral Health is proceeding and the next step to complete is the Development Agreement.

Meridian obtained a Conditional Use Permit from the City in June 2018. Since that time staff and consultants have been working with the project on details to reach the approval of the Development Agreement. Meridian has also indicated that they are finalizing plans to be submitted for the building permit process. These plans will be reviewed to ensure they meet the terms and conditions of the CUP and engineering requirements.

ITEMS TO BE DISCUSSED:

Council to consider the attached Development Agreement and approval of the agreement for signatures

POTENTIAL BUDGET:

ATTACHMENTS:

Development Agreement

(RESERVED FOR RECORDING INFORMATION)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2018, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”); and **MERIDIAN BEHAVIORAL HEALTH, LLC**, a Minnesota limited liability company (the “**Developer**”).

WHEREAS, the Developer has applied for a Conditional Use Permit relating to the Property (defined in paragraph 1 below) pursuant to Section 10-6 of the City of St. Francis Zoning Ordinance (the “**Conditional Use Permit**”); and

WHEREAS, on _____, 2018, by Resolution No. _____, the city council granted approval of a site plan for the Property (2018 site Plan”) referenced in paragraph 5 below as Plan B and incorporated by reference, granted approval of the conditional Use Permit for this project, all subject to execution of this Development Agreement by the Developer and the City.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Developer and City agree as follows:

1. PLAN. The Developer is the fee owner of certain lands in the City of St Francis legally described as Lot 1, Block 1, **Meadows of St. Francis 2nd Addition, Anoka County, Minnesota** (the “**Property**”) and the Developer has asked the City to approve a development plan with regard to this Property (the “**Plan**”).

2. CONDITIONS OF CONDITIONAL USE PERMIT APPROVAL.

A. The City hereby approves the Plan on conditions that the Developer enter into this Contract, furnish the security required by it, provide title evidence that good and marketable title to the Property is in the name of the Developer.

B. The City hereby grants approval to the Conditional Use Permit (identified in Plan) in paragraph 5 of this Contract; as adopted on June 4, 2018, by Resolution No. _____, and conditioned upon compliance with the terms and conditions of this Contract. The City agrees to approve the development provided the development is consistent with the conditions herein, City ordinances, and all other City requirements which are in effect, subject to the provisions of paragraph 4 of this Contract. The specific conditions and requirements are as set forth in City Resolution No. _____ adopted by the St. Francis City Council on the 4th day of June, 2018.

3. RIGHT TO PROCEED. Within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) the necessary security has been received by the City; 4) final engineering and construction plans and Storm Water Pollution Prevention Plan have been delivered by Developer to city engineer and the engineer has approved; 5) Developer has obtained all necessary permits from all federal, state and local governmental entities; 6) Developer has submitted to City the Insurance Binder required herein; and 7) the City's administrator has issued a letter that conditions 1 through 6 herein have been satisfied and that the Developer shall proceed. Provided items 1 through 6 have been satisfied, the City Engineer may issue the Developer a letter authorizing the Developer to grade the site (including reasonable tree removal).

4. PROPOSED DEVELOPMENT AND DEVELOPMENT PLANS. The Developer intends to construct a State licensed 60-bed residential chemical treatment facility in a single story structure of approximately 26,165 square feet. The Property shall be developed in accordance with the following plans listed below. The plans shall not be attached to this Agreement but are incorporated herein. The plans may be revised, subject to City

approval, after entering the Agreement, but before commencement of any work in the Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are as follows:

A 2.1	Overall floor Plan	(revised ___/___/18)
A 3.1	Exterior elevations	(revised ___/___/18)
G 101	Cover Sheet	(revised ___/___/18)
C-101	Existing Conditions	(revised ___/___/18)
C-102	Removal and Erosion Control Plan	(revised ___/___/18)
C-103	Site Plan	(revised ___/___/18)
C-301	Grading and Drainage Plan	(revised ___/___/18)
C-401	Utility Plan	(revised ___/___/18)
C-402	Watermain Profile	(revised ___/___/18)
C-501	Storm Sewer Plan	(revised ___/___/18)
L-100	Landscape Plan	(revised ___/___/18)
L-101	Landscape Details	(revised ___/___/18)
C-800 to C-807	Details	(revised ___/___/18)
I sheet	Photometric Plan	(revised ___/___/18)
C-808	Photometric Details	(revised ___/___/18)

(hereinafter collectively referred to as the “Plans”).

5. IMPROVEMENTS. The Developer shall install and pay for the following improvements within the Property (the “Improvements”):

- A. Public Water Main (the water main loop through the Property will be publicly maintained, but the remaining water main, including the new hydrant on the north side of the building will be privately owned and maintained)
- B. Private Sewer Main
- C. Site Grading and Erosion Control
- D. Public Storm Sewer (the storm sewer outlet from the existing public stormwater pond to the wetland will be publicly maintained)
- E. Private Sanitary Sewer Connections
- F. Private Water Connections
- G. Private Storm Sewer and Connections
- H. Private Drive, Parking Lot, and Private Sidewalks and Trails
- I. Concrete Curb and Gutter
- J. Exterior Lights
- K. Landscaping
- L. Underground Utilities
- M. Setting of Iron Monuments

- N. Surveying and Staking
- O. Traffic Controls Signs

The improvements shall be installed in accordance with the City subdivision ordinance, and any other provision of the City Code. The Developer shall submit plans and specifications for permit which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer which approval shall be provided on the condition that such submittals comply with the Plans and this Agreement. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Hall with all parties concerned, including the City staff, to review the program for the construction work. The Developer shall install all public and private Improvements for this development by April 30, 2019. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an auto CAD file based upon the Anoka County coordinate system, all prepared in accordance with City standards for all public improvements.

6. **IRON MONUMENTS.** In accordance with Minnesota Statutes 505.02 and St. Francis City Code Section 11-11-02, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

7. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following to the extent required:

- Minnesota Department of Health for Watermains

- MPCA Sanitary Sewer Extension Permit
- MPCA-NPDES Construction Stormwater Permit
- DNR for Dewatering
- City of St. Francis for Building Permits

8. **DEWATERING.** Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

9. **TIME OF PERFORMANCE.** In order to comply with the terms of this approval, the Developer shall apply for a building permit by September 30, 2018. The Developer shall install all required public and private improvements for the development as contemplated by Section 5 and 6 and the approved Plans by April 30, 2019.

10. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed necessary or appropriate by the City in conjunction with Property development or to perform any corrective work deemed necessary by the City.

11. **EROSION CONTROL.** Prior to initiating site grading, the Removal and Erosion Control Plan, Plan C-102, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if reasonably required. All areas disturbed by the excavation and backfilling operations shall be reseeded within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, seed shall be in accordance with the City's current seeding specification which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be maintained as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will notify the

Developer in advance of any proposed action, and give the Developer ten (10) business days to complete the required corrective action prior to the City completing any corrective action. The Developer shall reimburse the City for all costs incurred in connection with such actions. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs or seek reimbursement by other methods. No development, street or utility construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

12. GRADING PLAN. The Property shall be graded in accordance with the approved Grading and Drainage Plan and Erosion Control Plans, Plans C-301 and C-102. The plan shall conform to City of St. Francis specifications. Within thirty (30) days after completion of the grading, the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer that all grading has been completed in accordance with the Plans. Notwithstanding the foregoing, the City may issue building permits to the Developer, prior to completion of all grading, provided the City Engineer has determined that adequate erosion control measures are in place. The “as constructed” plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed “conservation area” posts; and c) lot corner elevations. Upon completion of grading and when final stabilization of the site is achieved, the Developer or its Contractor shall perform a field infiltration test of the infiltration basins to verify that they have been constructed as designed. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer.

13. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction in the Property, the Developer shall identify to the City in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

14. STREETS AND SIDEWALKS.

- a. Initial Construction. A private internal road network shall provide access to the Meridian building. The private road network will provide two access locations to the Subdivision through the existing public streets of 229th Avenue and Cree Street. The streets within the private road network shall be constructed to a seven-ton design in accordance with the MnDOT design standards and the approved plans. A concrete curb and gutter shall be constructed on each side of the streets within the project and the bituminous street shall be constructed to a width of twenty four (24) feet.
- b. Maintenance of Private Streets. The Developer and its successors or assigns as the fee owner of the Property shall be responsible for maintaining the private streets and for observing all applicable laws and regulations. The Developer shall adopt a satisfactory maintenance schedule or inspection and cleaning of the streets. The Developer shall annually sweep the streets. The cost of all maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

15. SANITARY SEWER SYSTEM.

- a. Initial Construction. The Developer agrees to construct a private internal sanitary sewer system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications. The City Engineer shall make periodic site visits during construction to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections. The Developer shall also provide "as constructed" plans prior to the City allowing connections to the sanitary sewer system.
- b. Maintenance of the sanitary sewer system. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the sanitary sewer and for observing all applicable laws and regulations. The Developer shall adopt a satisfactory maintenance

schedule for inspection and cleaning of the sanitary sewer lines. The Developer shall notify the Public Works Director prior to performing sewer line cleaning or any maintenance activity which has the possibility of dislodging materials within the sanitary sewer. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the sanitary sewer system as set forth in this agreement.
- d. City's Maintenance Rights. The City may maintain the sanitary sewer system, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the sanitary sewer system in accordance with applicable laws and regulations and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the sanitary sewer system within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the sanitary sewer system benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an

emergency, as determined by the Public Works Director, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

16. Water System. The water main loop through the Property as depicted in Exhibit C-402 will be publicly maintained, but the remaining water main, including the new hydrant on the north side of the building will be privately owned and maintained.

- a. Initial Construction. The Developer agrees to construct the internal water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer shall make periodic site visits during construction to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections. The Developer shall also provide "as constructed" plans prior to the City allowing connections to the water system.
- b. Maintenance of the private water system Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the private water system and for observing all applicable laws and regulations. The Developer shall annually flush the water system at a date and time as determined by the Public Works Director. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the private water system as set forth in this agreement.

d. City's Maintenance Rights. The City may maintain the private water system, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the water system in accordance with applicable laws and regulations and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the water system within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the water system benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the Public Works Director, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

17. Storm Water Drainage. The storm sewer outlet from the existing public stormwater pond to the existing wetland as depicted in Exhibit C-501 shall be publicly maintained. All remaining infiltration/stormwater basins, storm sewer conveyances, and appurtenances shall be privately owned and maintained.

- a. Initial Construction. The Developer agrees to construct the private storm water drainage facilities for the project, including the infiltration basins/storm water ponds and storm water pipes and conveyances, drainage structures and appurtenances in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.
- b. Maintenance of the Storm Water Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm Water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm Water Improvements. The Developer shall complete inspections of the Storm Water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the infiltration basins, and removal of sediment and/or debris in the infiltration basins. The Developer acknowledges that the storm water improvements associated with this project includes infiltration basins for storm water treatment and volume control. If at any time the infiltrating ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- c. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Storm Water Improvements as set forth in this agreement.
- d. City's Maintenance Rights. The City may maintain the Storm Water Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Storm Water Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written

notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Storm Water Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Storm Water Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

18. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

The Developer shall pay a fee for engineering, administration and legal expenses. City engineering administration will include monitoring of construction, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be at standard hourly rates. Legal fees will include preparation of the Development Agreement and advice and counseling with the engineer and administrator regarding the Agreement, Permits, Developer on this project. Legal fees shall be at the standard hourly rate. Developer will provide a \$42,500 escrow, which is separate and in addition to any other escrow funds for this

developer/development. This amount must be paid prior to the City executing this Agreement. The Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and will be billed on standard hourly rates.

19. CLAIMS. In the event that the City receives claims from labor, material, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, material, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Contract.

20. TRAFFIC CONTROL SIGNS AND STREET MAINTENANCE COSTS. The Developer shall supply all traffic control signage and keep streets free from grit, dirt, and debris. If in the opinion of the City Engineer signage is necessary, damage is done to the street, or material deposited on the street will result in corrective action upon notification.

In addition to the signs described in this paragraph 17, Developer shall supply two (2) "Private Drive" signs to be placed on the plat of Meadows of St. Francis as approved and directed by the city engineer. These two "Private Drive" signs shall be supplied and placed within one (1) year of the date of execution of this Agreement.

21. PARK DEDICATION. The Developer has satisfied the City's park dedication requirements for Meadows of St. Francis 2nd Addition calculated as follows at a commercial rate: 3 units x \$2500 per unit = \$7500.

22. LANDSCAPING. Landscaping and irrigation shall be installed on the site in accordance with the approved Landscaping Plan (L-100 and L-101). The applicant shall submit an irrigation plan, wetland buffer planting plan, and itemized planting schedule for review and approval by the City Planner and City Engineer prior to the issuance of a building permit. Before the City signs the final plat, the Developer shall post a \$50,000 security to guarantee installation of the approved landscaping and irrigation. The security shall be retained by the City for

one year from the date of confirmation that the landscaping plan has been fully implemented. All landscaping within Meadows of St. Francis 2nd Addition shall include hardy, non-invasive species appropriate for Minnesota. All landscaping materials shall be maintained and replaced if they die within the standard warranty period, which is one year from planting. Landscaping shall be planted so as not to interfere with site drainage and fertilizer containing phosphorous shall be prohibited.

23. SPECIAL PROVISIONS. The following special provisions shall apply to Property development:

- A. Implementation of the comments and recommendations of the City Engineer, City Fire Chief and City Building Official.
- B. The Developer shall reimburse the City for the cost incurred for the City Engineer to prepare the record construction drawings and City base map upgrading.
- C. The Developer is required to submit the final construction documents in electronic format. The electronic format shall be both Auto CAD and pdf files.

24. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of the costs of all public and private improvements and construction of all public and private improvements, the Developer shall furnish and deliver to the City with a letter of credit, in the form attached hereto (or as deemed acceptable by the City), from an FDIC insured bank (“**security**”) for \$366,000 prior to beginning any construction with the plat. The letter of credit shall renew automatically until released by the City after all Improvements have been completed to the satisfaction of the City. The amount of the security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

CONSTRUCTION COSTS:

Private Sanitary Sewer	\$	28,200
Water Main	\$	65,400
Storm Water Improvements	\$	130,000
Erosion Control	\$	<u>18,000</u>
CONSTRUCTION SUB-TOTAL	\$	241,600

OTHER COSTS:

Lot Corners/Iron Monuments	\$ 1,200
Landscaping	\$ <u>50,000</u>
OTHER COSTS SUB-TOTAL	\$ 51,200
TOTAL SECURITIES:	\$ <u>292,800</u>
GRAND TOTAL SECURITIES (125%)	\$ <u><u>366,000</u></u>

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed to the quality as required by the City, and that the Developer has taken all steps necessary to ensure that no liens will attach to the plat, and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time up to ninety percent (90%) of the financial obligations that have been satisfied as determined by the City in its sole discretion. At least ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

25. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash deposit under this Agreement which were furnished to the City at the time of final plat approval:

Section 15 Escrow (Engineering, City Administration, Legal Expenses)	\$ 42,500
Park Dedication	\$ 7,500
TOTAL CASH REQUIREMENTS	<u>\$ 50,000</u>

The City will utilize the Section 15 Escrow to pay all bills associated with this project. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of completion of all project warranty periods. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and Developer shall deposit additional sums with the City.

26. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plan, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat, as well as preparation of record drawings.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, as outlined in Sections 19, 20 and 21 herein, referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat

development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

F. In addition to the charges herein and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges (“SAC”), City water access charges (WAC), Water area charges, trunk area charges, and building permit fees.

27. DEVELOPER’S DEFAULT. In the event the Developer has commenced construction of the public improvements on the land and the Developer defaults as to any of the work to be performed by it hereunder relating to the public improvements, the City may, at its option, perform the work to complete the unfinished public improvements and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than ten (10) business days in advance. If the Developer commences the cure within such 10 business day period but the action will take longer than 10 day to complete, the Developer shall have such longer period of time necessary to complete the cure so long as Developer diligently works to complete the cure. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.

28. MISCELLANEOUS.

A. The Developer represents to the City that the plat complies with all city, county, state, and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City’s demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City or Developer under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid or unenforceable, such decision shall not affect the validity of the remaining portion of this Contract.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. This Agreement shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

G. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

H. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

I. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the

retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls the development plans, or special conditions referred to in this Agreement required to be constructed shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

J. The proposed water main loop shall be public and maintained upon acceptance by the City. The proposed sanitary sewer and private watermains, hydrants, and storm sewer piping from the pond outlet to the storm sewer discharge shall be private and maintained by the Developer. All other piping and services shall be privately held and maintained.

29. INSURANCE. The Developer agrees to take out and maintain or cause to be taken out and maintained until after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City and Hakanson Anderson Associates, Inc., shall be named as an additional insured on the policy. The Developer shall file with the City a certificate evidencing coverage prior to the City signing this Agreement. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

30. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: 550 Main Street, Suite 230, New Brighton, MN 55112. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: St. Francis City Hall, 23340 Cree St NW, St. Francis, Minnesota 55070.

31. COMPLETION. The Developer shall notify the City when the construction of the Improvements has been completed. If the City determines in its sole and absolute discretion that (i) the improvements have been constructed in substantial conformity with the approved plans, (ii) the improvements are complete for purposes of issuing a certificate of occupancy, and (iii) all applicable warranty periods have expired, the City shall, in

accordance with this Agreement, return all remaining deposits or securities held relating to the project. Upon the request of the Developer the City shall furnish to the Developer a Certificate of Completion certifying the completion of the project. Such Certificate of Completion shall be in recordable form. Developer shall reimburse City for the expense of legal and professional services in preparing the Certificate of Completion.

32. **INDEMNIFICATION.** The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by third parties for damages sustained or costs incurred resulting from any defect in the Subdivision. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving intentional acts of misconduct or acts of gross negligence by the City. This indemnification shall survive the execution of any Certificate of Completion.

[Remainder of page intentionally left blank. Signatures on next page.]

**City Signature page to Development Agreement
Meadows of St. Francis 2nd Addition**

CITY OF ST. FRANCIS

BY: _____
Steven D. Feldman, Mayor

(SEAL)

BY: _____
Barbara I. Held, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Steven D. Feldman and by Barbara I. Held, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

1769998v6

**Developer Signature page to Development Agreement
Meadows of St. Francis 2nd Addition**

**DEVELOPER:
MERIDIAN BEHAVIORAL HEALTH, LLC**

BY: _____
 Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ the _____ of Meridian Behavioral Health, LLC, a Minnesota limited liability company, on behalf of the company.

NOTARY PUBLIC

DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD. (CMS)
400 Northtown Financial Plaza
200 Coon Rapids Blvd.
Coon Rapids, MN 55433

1769998v6

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

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

Dear Sir or Madam:

We hereby issue, for the account of (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2____, of (Name of Bank) ;

b) Be accompanied by an affidavit signed by the Mayor or City Clerk of the City of St. Francis certifying that _____ is in default of the Development Contract with the City of St. Francis and that five (5) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at (Address of Bank), on or before 4:00 p.m. on _____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the St. Francis City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: St. Francis City Administrator, St. Francis City Hall, 23340 Cree St NW, St Francis, MN 55070, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____



Water and Sewer Monthly Report – July 2018

Public Works
 4058 St. Francis Blvd. NW
 St. Francis, MN 55070

TO Mayor & Council

JOB Water and Sewer Monthly Report

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Water	Inspect Facility Daily	Facility Inspection	17	Inspections
Water	Operational Hours	Hours Spent at Facility	34	Hours
Water	Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Water	Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Water	Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments
Water	Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	17	Labs
Water	Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	17	Inspections
Water	Bacteria Samples	Take set of monthly bacteria samples.	5	Samples Per Set
Water	Water Treatment Report			
		Total Raw Water	23.2	Million Gallons
		Total Finished Water	22.2	Million Gallons
		Oak Grove Water Use	3.78	Million Gallons
		Average Daily Flow	.716	Million Gallons
		Average Chlorine	.39	Mg/l
		Average Raw Iron	1.13	Mg/l
		Average Raw Manganese	.092	Mg/l
		Average Fluoride	.76	Mg/l
		Iron Removal	99	%
		Manganese Removal	72	%
Wastewater	Wastewater Treatment Report			

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Wastewater	Monthly Sampling	Perform required monthly sampling: 8 Influent 23 Constituents); 8 Effluent (37 Constituents: Monitoring wells (25)	73	Constituents
Wastewater	Operational Hours	Hours spent at facility.	128	Hours
Wastewater	Inspect Operations Building	Daily inspection of building.	17	Inspections
Wastewater	Inspect Pre-treatment Building	Daily inspection of building.	17	Inspections
Wastewater	Inspect Tertiary Building	Daily inspection of building.	17	Inspections
Wastewater	D.O Readings	Take Required D.O Readings.	30	D.O Readings
Wastewater	pH Readings	Take Required pH Readings.	17	pH Readings
Wastewater	Inspections	Inspect 9 lift stations daily and calculate pump runtimes.	153	Lift Station Inspections
Wastewater	Daily Lab	Process Control Test	64	Tests
	Wastewater Flows/Results			
		Discharge Point	Seelye Brook	
		Total Influent	9.2	Million Gallons
		Total Effluent	9.16	Million Gallons
		Reuse Effluent		Million Gallons
		Influent TSS	248	Mg/l
	<i>Limit: (30 mg/l)</i>	Effluent TSS	1.9	Mg/l
	<i>Limit: (85 %)</i>	TSS % Removal	99	% Removal
		Influent CBOD	226	Mg/l
	<i>Limit: (15 mg/l)</i>	Effluent CBOD	.6	Mg/l
	<i>Limit: (85 %)</i>	CBOD % Removal	99	% Removal
		Influent Phosphorus	4.4	Mg/l
	<i>Limit: (1 mg/l)</i>	Effluent Phosphorus	.04	Mg/l
		Phosphorus % Removal	99	% Removal
		Influent Ammonia Nitrogen	27.2	Mg/l
	<i>Limit: (Seasonal) 1.4 mg/l</i>	Effluent Ammonia Nitrogen	.16	Mg/l
		Ammonia Nitrogen % Removal	99	% Removal
Water/ Sewer	Monthly Tasks			
Water/Sewer	Locates	Process Locate Requests	132	Utility Locate Requests
Water/Sewer	Meter Readings	Monthly Meter Readings for City Owned and Large Users	52	Monthly Readings
Water/Sewer	Water/Sewer Connections	Inspect Water and Sewer	1	Inspections

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Water/Sewer	Water Miscellaneous	Work Orders: re-reads, high readings.	33	Work Orders
Water/Sewer	Monthly Projects			
WWTP	Reuse and backwash supply pump maintenance.	Grease both; check oil on backwash supply.	4	Pumps
WWTP	Start Obtaining Quotes for Biosolids Removal	Find licensed companies that can remove and dispose of biosolids.	20	Hours
WWTP	Attend a Two Day Training Session	Required Training for Wastewater Certification Hours	2	Days
WWTP	Load Bank Test Generator	Test used to find Deficiencies in 100% load.	2	Hours
Well House	Start Obtaining Quotes for New /Used Generator Install	Install generator for emergency use. (2018 Budgeted Item)	15	Hours
Lift Stations	Plugged Pumps	Pumps Plugged Due to Rags	1	Pumps
Lift Stations	Lift Station Maintenance	Wash Down	4	Lift Stations
Collection System	Obtain Quotes for Sewer Jetting	Sanitary Sewer Cleaning	4	Hours
WTP	Load Bank Test Generator	Test used to find Deficiencies in 100% load.	2	Hours
Water	Meter Re-reads	Re-read meters that were not read by Opus.	29	Re-reads
Portable Generator	Load Bank Test Generator	Test used to find Deficiencies in 100% load.	2	Hours
Water	Paint Hydrants	Hydrants that have faded in color.	50	Hydrants
PW	Load Bank Test Generator	Test used to find Deficiencies in 100% load.	2	Hours
Fire Station	Load Bank Test Generator	Test used to find Deficiencies in 100% load.	2	Hours

*Each time a lift station pump is pulled because of plugging, it is equivalent to two man hours.



Streets and Parks Monthly Report – July 2018

Public Works
4058 St. Francis Blvd. NW
St. Francis, MN 55070

TO Mayor & Council

JOB Streets and Parks Monthly Report

STREETS AND PARKS	TASK	DESCRIPTION	QUANTITY	
All Dept.	Building Maintenance	Light bulbs, toilets, sinks, etc.	26	Hours
Streets	Snowplowing	Plowing City Streets	0	Miles
Streets	Snowplowing	Plowing Cul-Da-Sacs	0	Cul-Da-Sacs
Streets	Snowplowing	Amount of Salt Applied to Roads	0	Tons
Streets/Parks	Snowplowing	Plowing Parking Lots	0	Number of Lots
Parks	Snowplowing	Trails/Sidewalks	0	Miles
Streets	Snowplowing	Amount of Granite Chips Applied to Roads	0	Tons
Streets	Grading	Grading City Roads	7.7	Miles
Parks	Park Inspections	Inspect equipment, buildings, and trees.	95	Inspections
Parks	Events	Preparation and Inspection	18	Baseball
Parks	Fertilizing		4	Misc.
Parks	Mowing	City Parks and Property	0	Acres
Parks	Mowing	City Parks and Property	174	Acres
Streets	Signs	Signs Installed or Repaired	0	Number of Signs
Streets/Parks	Callouts	Response for service requests outside normal working hours.	1	Sewer
			2	Park
			2	Street
Streets/Parks Sewer/Water	Equipment Repair	Anything Beyond Normal Maintenance, Fabrication, etc.	10	Hours
Streets/Parks Sewer/Water	Equipment Maintenance	Greasing, Washing, etc.	46	Hours
Storm Water	Cleaning Catch Basins	Remove debris and ice from catch basins.	26	Number of Catch Basins
Storm Water	Street Sweeping	Sweeping of city streets and parking lots.	0	Yards
Streets/Storm Water	Shoulder Disking	Shoulder disking gravel roads, pulling gravel back on road.	0	Tons
Parks	Ball Fields	Dragging Ball Fields	22	Times
Parks	Trail Mowing	Mowing Along Walking Trails	48.6	Miles
Parks	Fountain	Clean Fountain at Woodbury Park	4	Times
Streets	Ditch Mowing	Mowing Along Roadway	115.7	Miles
Parks	Ice Rinks	Applying Water on Rinks	0	Gallons
Parks	Vandalism	Damage to City Property	12	Hours

Recycling	Meeting	Mid-Annual Budget	1	Meeting
Recycling				