

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
Virtual Meeting via Zoom

JULY 6, 2020

6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA
 - A. City Council Minutes – June 15, 2020
 - B. Resolution 2020-26 Approving Additional Election Judges
 - C. Accepting a donation from Matthew Bleifuss to City Parks
 - D. Accept the Resignation of Police Officer and Authorization to fill Vacancy
 - E. GIS Contract
 - F. Nixle Contract
 - G. UHL Contract
 - H. Resolution 2020-27 Stormwater Management Plan
 - I. Rum River Bluffs – Surety Release
 - J. Dust Control
 - K. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
 - A. Resolution 2020-28 River's Edge Drainage and Utility Easement Vacation – Public Hearing
 - B. Resolution 2020-29 – Easement and Final Plat Approval – Public Hearing
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Ordinance 265, Second Series – Amending Chapter 10, Sections 62-5 and 63-4 of the Zoning Code of St. Francis to Allow Drive-Thru Establishments as Conditional Uses(2nd Rdg)
 - B. Capital Equipment – Hustler Mower
 - C. Driveway Credit
 - D. Water Meters – Payment
 - E. Hydrant Change out – Ambassador
 - F. Worksession Scheduling
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports – Community Development -2020 Second Quarter Report
 - F. Councilmember Reports -
 - C. Upcoming Events – ~~City Council Meeting @ 6:00 pm~~
 - July 20 City Council Meeting @ 6:00 pm
 - July 15 Planning Comm. Meeting @ 7:00 pm
 - Aug 3 City Council Meeting @ 6:00 pm
12. ADJOURNMENT

*This meeting will be a Virtual Meeting through Zoom, please visit our website for a link to Monday's meeting. <https://www.stfrancismn.org/citycouncil/page/city-council-meeting-264>

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

CITY COUNCIL MINUTES

JUNE 15, 2020

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman through a virtual setting via Zoom.

2. ROLL CALL

Members present: Councilmembers Kevin Robinson, Sarah Udvig, Joe Muehlbauer, and Mayor Steve Feldman. Councilmember Robert Bauer excused. Also present: Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Associates, Inc.), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Public Works Director Jason Windingstad, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. APPROVAL OF AGENDA

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING THE REGULAR CITY COUNCIL AGENDA.

Ayes: Feldman, Udvig, Robinson, and Muehlbauer.

Nays: None

Motion carried 4-0.

4. CONSENT AGENDA

A. City Council Minutes – June 1, 2020

B. City Council Work Session Notes - June 8, 2020

C. Accepting Bike Safety Rally Donation from Northland Screw Products in the amount of \$300.00

D. Payment of Claims \$472,814.33 (ACH 288E-289E \$192,120.22 and Check #'s 77611-77680 \$280,694.11)

MOTION BY UDVIG SECOND ROBINSON APPROVING THE CITY COUNCIL CONSENT AGENDA ITEMS A-D.

Ayes: Muehlbauer, Feldman, Udvig, and Robinson.

Nays: None

Motion carried 4-0.

5. MEETING OPEN TO THE PUBLIC

None

6. SPECIAL BUSINESS

None

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. Ordinance 265, Second Series – Amending Chapter 10, Sections 62-5 and 63-4 of the Zoning Code of St. Francis to Allow Drive-Thru Establishments as Conditional Uses(2nd Reading)

Community Development Director Kate Thunstrom reported since last meeting, staff decided we would like to clarify some items in this ordinance at our next team meeting with HKGi and Hakanson Anderson that is scheduled for the end of June. So tonight, staff is requesting this topic be continued to the next meeting on July 6, 2020.

MOTION BY MUEHLBAUER SECOND UDVIG CONTINUE THE SECOND READING OF ORDINANCE 265, SECOND SERIES AN ORDINANCE AMENDING CHAPTER 10, SECTIONS 62-5 AND 63-4 OF THE ZONING CODE OF ST. FRANCIS TO ALLOW DRIVE-THRU ESTABLISHMENTS AS CONDITIONAL USES UNTIL THE JULY 6, 2020 CITY COUNCIL MEETING.

Ayes: Robinson, Udvig, Muehlbauer, and Feldman

Nays: None

Motion carried 4-0.

B. St. Francis Area Schools – 22919 St. Francis Blvd Site Plan Approval Agreement

Community Development Director Kate Thunstrom reported in the effort to accommodate the St. Francis Area Schools need to move forward with their project, Staff reviewed and obtained Council approval on Phase 1 of the Site Plan June 1, 2020 which includes bus and onsite parking needs. The purpose of the Site Plan Agreement was to allow Phase 1 to move forward while the school district, City and State work on the Hwy 47 concepts and designs, understanding the school district is responsible for the cost associated with Phase 2.

No additional comments from City Council.

MOTION BY ROBINSON SECOND UDVIG APPROVING THE SITE PLAN APPROVAL AGREEMENT.

Ayes: Muehlbauer, Udvig, Robinson, and Feldman

Nays: None

Motion carried 4-0.

C. Liquor License Renewals – Fee Adjustment

At the June 8th City Council Work Session, the City Council discussed potential ways to help support local businesses that have been impacted by COVID-19, specifically to

reduce city liquor licenses for the 2021 renewal year. This is primarily due to bars and restaurants being extraordinarily impacted by State mandated closures. At the Work Session the Council directed staff to prepare a 25% reduction in the wine/beer/liquor fees for 2021 along with an option for them to make two installments one in December 2020 and one by July 1, 2021. City Administrator Joe Kohlmann stated just last Friday the City received notification of the potential Federal CARES Act Fund for local governments. There may be an opportunity to use CARES Act money to give to the businesses in means of a grant. The funding to each city cannot be used to make up revenues. There is a possibility that maybe the Council could give more money. Kohlmann stated there are so many moving parts right now that it may be beneficial to hold off with a specific amount at this time. We do have time before the renewals are due.

Feldman stated at the work session we talked about a 25% deduction in the liquor fees for 2021. If we can give more that would be great, all for that.

Robinson said a guarantee is a guarantee.

Muehlbauer stated he is fine to wait to see if we can give more than the guaranteed 25%.

Udvig agreed too with the 25% reduction but the businesses need to know.

Kohlmann stated again we (the city) cannot pay ourselves back through the CARES Act.

Discussion on whether or not wait or make a motion for the 25% reduction tonight.

Feldman asked City Attorney Dave Schaps if we could commit to the 25% but no less. Schaps stated yes you could.

Council continued to discuss options. Muehlbauer stated we are here to spend money wisely so why would we take money out of our budget if we could use the Federal CARES Act money and give it to them as a grant.

Robinson asked if the CARES Act money would be available to other businesses too. Kohlmann stated the CARES Act is still being processed but St. Francis could potentially receive approximately \$592,000. However, the City cannot pay themselves back. Robinson stated all businesses should get some support that have been affected. Our liquor store was able to stay open.

Discussion again continued on how this could be dealt with. Feldman said your word is your bond. Muehlbauer stated but if we reduce it to a certain amount are we locking them in to not benefit the best both of us can. Kohlmann said there is still too much unknown right now of the potential use of the money.

Schaps said you could wait and direct staff to send a letter to them indicating you are in support of the businesses but want to see if anything more can be done. Feldman said I want a commitment tonight. Robinson agreed. Muehlbauer again stated why would we take the \$4,500 - \$5,000 out of the budget when we may get more money for them from the CARES Act. We are still supporting the small businesses and still a commitment. Feldman said we want them to know the minimum reduction would be 25% in which the rest of the council agreed.

MOTION BY UDVIG SECOND ROBINSON TO REDUCE THE 2021 WINE/BEER/LIQUOR ASSOCIATED FEES AS PRESENTED BY STAFF.

Ayes: Robinson, Feldman, Udvig, and Muehlbauer

Nays: None

Motion carried 4-0.

D. GIS - Request for Proposals (GIS) Update

The City had utilized a GIS system from Bolton & Menk, Inc. until 2017. The City received twelve (12) proposals from service providers. Staff used a uniform review process including; staffing and capacity, timeline to implementation, fees identified, references, product identification and ability to specifically meet city needs.

Staff further narrowed the selection to four (4) providers to better understand the proposed product. On May 26, 2020 staff previewed a demonstration from the top four providers. They were:

GIS Provider	5 year proposal total
MSA	\$46,850
Ulteig	\$133,500
Wenck	\$94,100
WSB	\$38,600

Thunstrom stated staff is recommending going with WSB as the GIS provider. Along with the lower price, they provided more overlays.

Council asked several questions regarding criteria and reference checks. Thunstrom stated yes she did call around to other cities.

MOTION BY MUEHLBAUER SECOND ROBINSON ACCEPTING ALL THE BIDS AND SELECT WSB TO BE THE CITY'S GIS SERVICE PROVIDER.

Ayes: Udvig, Feldman, Muehlbauer, and Robinson,

Nays: None

Motion carried 4-0.

E. Interim Emergency Management Ordinance

The city of St. Francis adopted an Emergency Ordinance due to COVID-19 on March 16, 2020. This was requested at the last meeting to be reviewed. As of May 18, the city offices opened to the public. June 1 the Bottle Shop resumed their normal

business hours. City Administrator Joe Kohlmann stated staff has been following the industry guidelines from the State of Minnesota. Council discussed the different options of if and when they should rescind the ordinance. After discussion they agreed upon to bring this back to the July 20, 2020 City Council meeting.

10. **MEETING OPEN TO THE PUBLIC**

A. Mayor Steve Feldman stated he is going to bring this up now because he was not able to discuss this with the council earlier because of open meeting law regulations. Feldman stated on Saturday, June 13 Melinda Ladd contacted him stating she was upset with the police department. The previous day, June 12 her son was at Anoka County Park/Lake George and was tear gassed. Feldman said I wish she was viewing the meeting so she could comment. He said I told her how to link into the meeting.

The Council discussed the occurrence that happened at Lake George Friday late afternoon.

Police Chief Todd Schwieger stated he was not there personally but kept monitoring Anoka County Sheriff's Department in which they did ask for backup. The Anoka County Sheriff's office followed their policy. People still need to follow direction. The climate we are currently in they decided to close the park. I believe every agency in Anoka County, State Patrol and Isanti County were asked for backup. I support people to voice their opinions, but peacefully.

Muehlbauer stated this happened in Oak Grove and it is the Anoka County Sherriff's jurisdiction so everyone was under their authority. Not sure why they are concerned with our police department. Curious that no citations were issued. Why didn't the kid leave when asked and I am speaking as a former delinquent as a young adult. Needs to take it up with the Anoka County Sheriff's Department, was in Oak Grove.

Feldman stated I did give her the opportunity to speak before our council and did give her concerns to Todd (Chief Schwieger).

Udvig said what I understand is this did not start out as a protest; it was a planned party with a DJ, big difference. Chief Schwieger said it was advertised as a beach party.

Robinson said we are spending a lot of time on someone without any facts. Shame on her for not bringing her concerns to us tonight.

Chief Schwieger said I am not sure when the park will open back up but Anoka County Sheriff's Office will keep us in the loop. We do provide mutual aid and will continue to do so. Also, we don't carry tear gas and we are more of a support role in a backup situation.

Robinson said it all starts with parents. Feldman said we gave her a chance to speak to us. We are not hiding from anything, we will do our research.

11. **REPORTS**

A. Department Reports – Public Works Monthly Reports – May 2020

Public Works Director Jason Windingstad updated the Council on current projects the departments are working on along with addressing the May report. One item that does happen from time to time is after dust control was put down we received 2 ½" of rain. Unfortunately, we might have to bring forward a second treatment. Also discussed replacing the 2007 Bellows which the city uses for mowing and snow removal. The guys are trying out some different models in the parks. Council agreed good reports.

B. Councilmember Reports -

Udvig – was not able to attend the school districts Zoom meeting.

Muehlbauer – first I want to say I am not accusing Melinda's kid but maybe hanging out with a bad group. My respect to police officers at the time I hung out with my group is different than it is now. Would be great if we just respect each other. Why not leave when asked. Again, I ask she take it up with the proper jurisdiction, it's insane on all this stuff that is going on.

Robinson – I have seen bears taking care of my bird feeders. Asked Chief Schwieger about the school resource officer. Chief Schwieger stated the school does have their contract. This year again we are just proposing one but that could change from year to year. There are a lot of calls that require multiple officers be involved. Robinson said to Udvig the school should consider all the calls. Udvig said she will make sure our concerns are heard.

Feldman – asked City Engineer Jochum if the seeding on the Riverbank Lane project has taken place. Jochum stated some was completed but will have them check it again. Also regarding the potential light on Butterfield Drive, Jochum stated he requested cost for that. Feldman said maybe we should meet with the Butterfield Drive residents regarding the potential additional cost.

I wish people would get the facts on Lake George before you go on social media. Few bad eggs out there, Lake George is a County Park.

Happy with the donation the City gave to the APT for the playground equipment, right thing to do, thank you. If you have an issue bring it to the council. There for everyone to access on our website. Give us the opportunity to look into it.

C. Upcoming Events -

June 17 Planning Comm. Meeting @ 7:00 pm -CANCELLED

July 6 City Council Meeting @ 6:00 pm

July 20 City Council Meeting @ 6:00 pm

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 8:13 pm.

Barbara I. Held, City Clerk

DRAFT

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #

4 B

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: **Appointment of Election Judges**
DATE: July 6, 2020

OVERVIEW:

The city of St. Francis will be conducting a, State Primary Election, August 11 and General Election, November 3. Pursuant to Minnesota Statutes Section 204B.21, election judges for precincts in a municipality must be appointed by the governing body of that municipality.

ACTION TO BE CONSIDERED:

Since the Presidential Nomination Primary we have added additional election judges to help out in case of emergencies. All election judges to complete a mandatory online training. Please consider adopting Resolution 2020-26 a resolution approving the list of additional election judges for the two elections; State Primary, August 11 and General Election, November 3.

BUDGET IMPLICATION:

Election judge salaries are a budgeted item.

Attachments:

- Resolution 2020-26

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

RESOLUTION 2020-26

A RESOLUTION APPOINTING ADDITIONAL JUDGES OF ELECTION
FOR THE STATE PRIMARY, AUGUST 11, 2020 AND
GENERAL ELECTION, NOVEMBER 3, 2020

Whereas, the City of St. Francis will be conducting a State Primary, August 11 and General Election on November 3, 2020; and

Whereas, pursuant to Minnesota Statutes Section 204B.21. Election judges for precincts in a municipality must be appointed by the governing body of that municipality; and

Whereas, the hourly rate of pay will be \$10.00 for regular election judges and \$10.50 for head judges.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA, as follows:

1) That the following additional persons be appointed to serve as election judges for the for the State Primary, August 11, 2020 and General Election, November 3, 2020:

Jonathan Hall
Mark E. Petersen

Therese Cathers

2) That Council authorize staff to train and hire additional election judges not named here should the need arise.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA THIS 6th DAY OF JULY 2020.

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Donation Approval
DATE: 06-22-2020

OVERVIEW:

The City has received a donation of \$1,200.00 from Matthew Bleifuss. The donation is for the Parks. Per Jason Windingstad, this donation will be used to repair equipment at Hidden Ponds park and replace some infant swings.

ACTION TO BE CONSIDERED:

Approved under consent agenda to accept the donation.

BUDGET IMPLICATION:

Reserved for Park Betterment.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4D

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Police Officer Opening
DATE: July 6th, 2020

OVERVIEW:

On June 17th, 2020 a letter of resignation was received from Officer Jody Black. After 22 years in law enforcement Officer Black has decided to retire from law enforcement and begin a new chapter in her life. During her time with the St Francis Police Department Officer Black served as the Department School Resource Officer. It is anticipated that St Francis Area Schools will approve a contract for the 2020/2021 school year for the service of one School Resource Officer. In an effort to meet the needs of St Francis Area Schools by providing a School Resource Officer and to maintain current police department staffing levels the vacancy created by Officer Black's resignation would need to be filled.

Officer Jody Black is currently at the top of the police officer pay scale which consists of six steps. A new officer would likely start towards the bottom of the police officer pay scale. In recent hiring processes the department has been fortunate to hire applicants with police officer experience. Those officers both started at step 2 of the police officer pay scale. A new officer starting at step 2 of the police officer pay scale would provide an estimated \$20,000 in cost savings to the city for the year 2021.

The hiring of the officer is anticipated to take approximately 60 days. In addition, the officer will need to complete Field Training. By authorizing the hiring process now, the Department is optimistic to be back to 12 licensed officers by fall of 2020.

ACTION TO BE CONSIDERED:

City Council approval to accept the resignation of Officer Jody Black and for the St Francis Police Department to post an opening seeking applicants to fill the vacant position of police officer.

BUDGET IMPLICATION:

The department is currently budgeted for 12 licensed police officers.

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Service Agreement – GIS Provider, WSB
DATE: July 6, 2020

OVERVIEW

The City completed an RFP for a GIS service provider. Twelve proposals were submitted and on June 15, 2020, Council approved Staff to move forward with WSB.

Attached is the Service Agreement to provide the GIS services. Work will begin immediately on transferring the information necessary for the city infrastructure as well as working with Staff to determine the overlays necessary to complete city functions.

Legal team has reviewed and approved the attached Agreement

ITEMS TO BE DISCUSSED:

Staff recommends Council approve the Service Agreement with WSB for GIS services.

ATTACHMENTS:

WSB & Associates Inc, Professional Service Agreement

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 23rd day of June 2020, by and between the City of St. Francis with an address of 23440 Cree Street NW, St. Francis, Minnesota 55070 ("Client"), and WSB & Associates, Inc. d/b/a WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

**SECTION 1 / GENERAL CONTRACT TERMS
AND CONDITIONS**

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- ☒ Exhibit A General Contract Provisions
- ☒ Exhibit B Scope of Work
- ☒ Exhibit C Compensation
- ☒ Exhibit D Insurance Schedule
- ☒ Exhibit E Rate Schedule
- ☐ Exhibit F Client Responsibilities
- ☐ Exhibit G Special Conditions

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: CITY OF ST. FRANCIS

ADDRESS: 23440 CREE STREET NW
ST. FRANCIS, MN 55070

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control.

ARTICLE 4 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 5 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on

the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 6 – OWNERSHIP RIGHTS AND RESTRICTIONS.

Subject to the terms of this Agreement and upon receipt by Consultant of full payment of all fees and charges hereunder, Client will own and have all right, title and interest to any items delivered by Consultant pursuant to Exhibit B (Deliverables), excluding Background IP (as defined below). Consultant, or its third-party licensors, as applicable, shall retain exclusive ownership of all Background IP. "Background IP" means all Source Code (as defined below), object code, third-party software, technology, systems, strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by Consultant hereunder, which were pre-existing or conceived, created or developed by Consultant, alone or with others. Subject to the terms of this Agreement and upon full payment of all fees and charges hereunder,

Consultant grants Client a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) embodied in the Deliverables solely in connection with Client's internal use of such Deliverables. To the extent a Source Code license is expressly identified as a Deliverable under Exhibit B, then subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, Consultant grants Client a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or create derivative works from, such Source Code, all for Client's internal business purposes only. Accordingly, Client shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or any derivatives thereof with or to any third party. "Source Code" means a text listing of commands to be compiled or assembled into an executable computer program, which is licensed to Client by Consultant pursuant to Exhibit B.

ARTICLE 7 – THIRD-PARTY SOFTWARE.

Certain Deliverables may contain or require the use of Third-Party Software (as defined below). Consultant makes no representation or warranty of any kind, express or implied, with respect to any Third-Party Software. Accordingly, Consultant shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third-Party Software, and same are hereby waived by Client. Any Third-Party Software delivered to Client by Consultant is delivered "AS IS" and with "ALL FAULTS". "Third-Party Software" means all software and documentation that is not owned by Consultant which is incorporated into or used with a Deliverable. All Third-Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to Client upon request from such third party, contained in such third party's software installation package, and/or available on such third-party's website. Client hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Third-Party Software, which is identified as a Deliverable under Exhibit B, Client shall be solely responsible for obtaining and maintaining licenses for all other Third-Party Software. Further, Consultant shall not be responsible for any royalties or other consideration that may become due and payable with respect to Client's use, licensing or integration of Third-Party Software.

ARTICLE 8 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 9 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (scripts), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 10 – INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless the Client or its employees, agents, or retained contractor(s) against any and all claims, liability, loss, damage or expense arising under the provisions of this Agreement and caused by the negligent acts, omissions, or willful misconduct of the Consultant or its employees.

The Client agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Agreement and caused by the negligent acts, omissions, or willful misconduct of the City or its employees, agents, or retained contractor(s).

ARTICLE 11 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 12 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 13 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the

Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 14 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

**EXHIBIT B
SCOPE OF WORK
GIS SERVICES**

The Client intends to retain Consultant to provide professional services as outlined below.

ARTICLE B.1 – BASIC SCOPE OF SERVICES

B.1.1 Review Existing System

Consultant will provide a comprehensive review of the existing GIS and develop a road map for the system to grow moving forward. Consultant will review in detail the current GIS datasets and determine with the Client which ones will be brought into Consultant's platform. Consultant will provide support to transition the current GIS data and related resources over to Consultant's managed GIS platform.

Work for this task will mostly be completed on-site or via video conference in focused requirement gathering sessions with departmental staff. Some follow-up actions will be carried out through email or by phone when it makes the process more efficient.

Consultant will meet with the Client's Project Lead and other key staff to define high-level enterprise objectives and requirements. Consultant will also review the extent and breadth of the Client's current GIS data and system. Once the enterprise requirements have been defined, Consultant will hold workshops with staff to gather business, stakeholder, solution, and transition requirements. The Client should plan on departmental staff meeting with our team for one hour to discuss GIS usage and needs. This process will involve all departments that will be using the GIS.

Once the meetings have been completed, Consultant will produce a GIS Assessment that describes the current system and the Client's needs. Consultant will also adjust the Implementation Plan based on the needs assessment.

B.1.2 Data Merge and Implementation

Consultant will implement an Esri-based Enterprise GIS system hosted in Consultant's cloud. Consultant will migrate the Client's current GIS datasets into an industry standard database model. Consultant's DataLink application will be the Client's primary method to access the hosted GIS data. This web-based GIS system is specifically targeted at giving Client staff fast access to GIS data and tools. Individual tasks include:

B.1.2.1 Database Design

Consultant will design a geodatabase based on Esri's Local Government Information Model (LGIM). Esri's LGIM is based on Esri's ArcGIS for local government platform and is a standard data model that integrates common silos of information typical of local governments. The LGIM also provides integration across government departments and applications.

Consultant will customize the data model based on the additional requirements to support the City's use of the GIS data. The data model developed will provide Client with a structure that meets the Client's organizational goals for the use of GIS and integration with other business systems such as Permit Works and Sceptic data. The delivered data model will support the Client's current needs and future growth including:

- Consultant's DataLink application
- Compatibility with maps and apps from the Esri Local Government Resource Center
- ArcGIS Online

- Integration with asset management systems
- Integration with multiple utility billing systems, permitting systems, code enforcement systems

B.1.2.2 Data Merge/Conversion

Consultant staff will migrate the Client's existing GIS datasets into the completed data model. As part of the data model conversion, Consultant will:

- Import existing data into the new database
- Add additional GIS data layers to the data model where appropriate
- Normalize existing utility data to match the LGIM (Hydrants, Valves, Manholes)
- Maintain asset IDs for all utility assets where applicable
- Maintain current attribute information for all GIS datasets (pipe size, land use codes, zoning type)
- Maintain links from the GIS data to any external documents or URLs
- Develop a process to integrate Anoka County's parcel and tax data and maintain quarterly updates

Consultant will ensure that all existing links in the existing GIS data are preserved and that ID's for assets are preserved where appropriate.

B.1.2.3 System Implementation

Consultant will implement the Client DataLink web application and GIS data in Consultant's cloud. This cloud environment is based on Amazon's Web Services (AWS) with servers located in multiple fault zones within the United States. DataLink is supported on current versions of Google Chrome, Mozilla Firefox, and Microsoft Edge.

Client will own the software and the all data associated with the project. The DataLink application will be provided as Software as a Service (SaaS) for the term of the contract. Consultant will install and configure all required software, data and integrations required for this project.

Consultant will manage DataLink's application security through a single user account for all Client staff. Consultant will also manage secure access to the DataLink application via HTTPS/SSL encryption. All GIS data will be secured and not accessible outside of DataLink unless specifically requested by the Client. This ensures the Client's GIS data and application will be protected and secure, but easily and readably accessible for Client staff to leverage the full power of DataLink.

The DataLink web application will be available and fully accessible to Client staff at all times. Consultant will use reasonable efforts to make the hosted services available with a quarterly uptime percentage of 99.5%. Consultant reserves the right to perform periodic maintenance of the systems or software and will schedule maintenance operations in advance with approval by Client staff.

B.1.2.4 User Acceptance Testing and Go-Live Support

Once the system is implemented, Consultant will hold a User Acceptance Testing (UAT) session to review the application with key staff. If any issues are identified, they will be remedied prior to Go-Live.

During the week of Go-Live, Consultant will be on-site to hold a training session. Consultant will also take steps to ensure Consultant is available to answer all questions on site and remotely.

Consultant will purchase one (1) license of ArcGIS Enterprise Workgroup Standard for the Client. The software purchase and maintenance costs are included.

B.1.3 Training

Consultant will train the Client staff on DataLink through a group training session and one-on-one training.

B.3.1 Group Training Session

Training session for all Client staff focused on basic use of the DataLink application. This training will teach users to browse through the GIS data, accessing linked documents, generate mail labels, and access tabular information. This will serve as an introduction to Client's GIS and allow staff to become familiar with terms, uses, and the high-value that GIS will bring to their jobs daily.

B.3.2 One-on-One Training

After the group training session is completed, Consultant will provide one-on-one training to any staff in need of additional training. This will be provided either in person or via a secure Zoom meeting.

B.3.3 Q&A/Review

Consultant staff will hold a question and answer/review session with City staff to get feedback, answer questions, and review content.

B.3.4 Covid-19 Accommodations

Consultant work safely Client using remote Zoom meetings and in-person with social distancing protocols in place. Consultant has the technology and the procedures in place to work safely with Client staff during these challenging times.

B.1.4 Ongoing Annual Services

B.1.4.1 Maintain Infrastructure and Application

Consultant will manage the cloud-based system and software to support the Client's GIS system. Consultant will apply bug fixes, feature enhancements, and feature updates based on feedback from the Client and software releases from Esri. This includes daily snapshots and back-ups of all servers and data that participate in the system. These snapshots occur outside of business hours. In the event of data loss or corruption, Consultant will manage the restoration and recovery of data and affected application services. Data will be restored from the most recently available daily snapshot. System maintenance also includes software upgrades and maintenance as needed. Based on security requirements of our emergency management clients, Consultant uses redundant Amazon Cloud servers located in multiple fault zones within the United States. Consultant will provide access to the DataLink application for up to fifty (50) users with 99.99% uptime.

B.1.4.2 Unlimited Phone and Web Conference Support

Consultant will provide unlimited phone support for Client staff on an as-needed basis, as well as unlimited Web Conference Support using Zoom. Consultant will respond to all technical support and training requests. Consultant will respond to 80% of support requests within one (1) business hour and all requests within eight (8) business hours. All support requests will be tracked using our GitHub logging system to document issues, request, bug fixes, software improvements, and monitor the level of service provided to the Client.

B.1.4.3 Identified Requirements

Through a combination of DataLink, Consultant services, and custom services, Consultant will satisfy the following requirements:

	DataLink	Included Services	Billed Hourly
Maintain and Update All Existing Non-Utility Layers	X		
Maintain Current Utility Data	X		
Update Utility Layers with New Data			X
Create Maps in House Up to 11"x 17"	X		
Maintain and Edit All GIS Datasets Being Used for Client's GIS		X	
Create New Datasets		X	
Create and Update GIS Maps	X		
Advise the Client on Matters Relating to GIS Projects and Software		X	
Maintain and Keep Records of GIS-Related Software and Software Licenses		X	
Customize and Maintain GIS Related Web Pages		X	
Customize, Create, and Maintain Microsoft Access Databases			X
Work with Anoka County to Acquire GIS and Assessor Updates		X	
Printing of Large Format Maps		X	
Obtain GIS Data as Needed from Other Sources		X	
Provide Customized Solutions for Special Projects as Requested			X
Integrate Permit Works and Septic Data	X		
Addition of Street Signs, Location, and Sign Type Information	X		
Addition of Curb Stops for Mapping and Locates	X		
Information on Hydrants and Utilities	X		
One-on-One Training		X	

ARTICLE B.2 – CUSTOMIZED PROJECTS

Consultant will perform customized projects to address initiatives and new needs that arise. Customized projects will be billed according to a Client approved scope of services at the rates included in Exhibit E.

B.2.1 Utility Updates

Utility updates will be considered a customized project and will be added by approved scope of services.

**EXHIBIT C
COMPENSATION
GIS SERVICES**

The Client shall pay the Consultant for Basic Services rendered on the basis of a negotiated flat fee in the amount of \$38,600 over five years in the method shown below as mutually agreed to and deemed fair and reasonable for the particular work to be performed.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2020 and will remain in effect for services rendered through December 31, 2020.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

ARTICLE C.1 – PROJECT COMPENSATION

Compensation for the scope of services as outlined in Exhibit B is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Review of Existing System	\$1,940				
Data Merge and Implementation	\$11,015				
Training	\$1,205				
WSB Software and Cloud Hosting	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800
System Maintenance		\$1,360	\$1,360	\$1,360	\$1,360
TOTAL ANNUAL COST	\$17,960	\$5,160	\$5,160	\$5,160	\$5,160

Consultant will invoice 50% of Year 1 Annual Cost after User Acceptance Testing and the remaining 50% after Go-Live. Subsequent Annual Costs will be invoiced 100% at the beginning of the term.

ARTICLE C.2 – INDEPENDENT CONSULTANTS

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client at the Consultant's cost with no markup.

ARTICLE C.3 – PAYMENT FOR ADDITIONAL WORK

If the Client directs Consultant to perform other work, the Consultant provide a Statement of Work including compensation estimate that will be billed at the current rates.

ARTICLE C.4 – RECEIPT OF PAYMENT

In order to receive payment for services, the Consultant shall submit monthly invoices for the services performed in accordance with this contract. The Client shall pay Consultant upon receipt of each monthly invoice.

ARTICLE C.5 – EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup.

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

WSB & ASSOCIATES, INC.

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Carrier:	Hays Companies, Inc.	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$1,000,000
	Medical Expenses (Any one person)	\$5,000

AUTOMOBILE LIABILITY

Carrier:	Hays Companies, Inc.	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$1,000,000

UMBRELLA

Carrier:	Hays Companies, Inc.	
Coverage:	Each Occurrence/Aggregate	\$10,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	Hays Companies, Inc.	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY

Carrier:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

EXHIBIT E

2020 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$152 - \$192
SR. PROJECT ENGINEER SR. PROJECT MANAGER	\$152 - \$192
PROJECT MANAGER	\$135 - \$150
PROJECT ENGINEER GRADUATE ENGINEER	\$90 - \$146
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$58 - \$146
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$70 - \$150
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$58 - \$146
PLANNER SR. PLANNER	\$70 - \$150
GIS SPECIALIST SR. GIS SPECIALIST	\$70 - \$150
CONSTRUCTION OBSERVER	\$95 - \$120
SURVEY	
One-Person Crew	\$149
Two-Person Crew	\$196
Three-Person Crew	\$211
OFFICE TECHNICIAN	\$53 - \$94

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4F

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger
SUBJECT: Nixle Notification System
DATE: July 6, 2020

OVERVIEW:

Everbridge Nixle is a Community Information Service dedicated to providing the public with timely, accurate and important information. The City entered into a subscription with Everbridge Nixle in June of 2017. City Staff has utilized the notification system several times since the inception date to communicate and provide important information to the public by means of text message, email and landline. The City continues to promote the service and now has the capability to reach approximately 1200 residents by text message and email as well as an additional 1,392 residents by land line phone. Nixle continues to be a valuable tool for City Staff to disperse important information to the public.

ACTION TO BE CONSIDERED:

City Council approval to renew the Everbridge Nixle subscription for 12 months with a renewal date of July 25th, 2020.

BUDGET IMPLICATION:

A subscription fee of \$4,243.60 would be paid out of computer consulting fee funds from 2020 department budgets.

Attachments:

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4G

TO: Joe Kohlmann, City Administrator
FROM: Jason Windingstad, Public Works Director
SUBJECT: **Routine heating, ventilation, and air conditioning preventative maintenance agreement renewal for PPWF.**
DATE: 07/06/2020

OVERVIEW: The Police and Public Works Facility has approximate 40 pieces of HVAC equipment that are all controlled through a network type SCADA (Supervisory Control and Data Acquisition) system. Components for the HVAC system were supplied and installed by 3 different vendors during the construction of the facility. UHL Company was the only company of the 3 who was able to get all the devices and components working together as they should. When the construction warranty ran out, we signed a preventative maintenance agreement with UHL to keep these components/HVAC equipment running and working together. UHL schedules technicians to visit the PPWF 2 times per year. Some of the activities include but are not limited to, service, test and calibrate all HVAC equipment, provide firmware updates for HVAC controllers, clean coils, inspect and clean boilers, provide filter changes, change belts, verify proper operation of the SCADA system and update and back up SCADA system including graphics. Staff recommends continuing this agreement per the original terms. This preventative maintenance agreement continues to help staff with managing asset replacement and to keep equipment operating at optimal efficiency. City staff will continue to do off schedule filter changes and some minor maintenance.

ACTION TO BE CONSIDERED: Motion to approve the agreement with UHL and authorize the Public Works Director to sign renewal letter with UHL.

BUDGET IMPLICATION: 2020 service fee for 1 year term is **\$7,278.00**. Cost associated with service contracts are paid out of all public works and police departments' yearly operation and maintenance budgets.

Attachments: Renewal letter.

Terms and Payment

This service agreement shall begin on the **1st** day of **July, 2020** and shall continue for a period of (1) year and from year to year thereafter until terminated. Either party may terminate this agreement upon a thirty day written notice. Additional terms and conditions ("Terms") are located on page 6 of this form.

Contract Cost

Year	Controls PM Cost	Mechanical PM Cost	Total Annual Cost
2020-21	\$3,229.00	\$4,049.00	\$7,278.00

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **annually** as agreed. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on page 6, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until: **August 31, 2020.**

Required Signatures:

Submitted for:	UHL Company	This agreement is accepted for:	St. Francis Police/Public Works
Approved by:	Jake Lehmann	Approved by:	(Please print)
Title:	Account Manager	Title:	
Signature:		Signature:	
Dated:	6/17/2020	Dated:	
Phone:	763.425.7226	Phone:	

**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
4H

TO: Joe Kohlmann, City Administrator

FROM: Craig Jochum, City Engineer

SUBJECT: Resolution 2020-27 Resolution Adopting the Surface Water Management Plan

DATE: July 6, 2020

OVERVIEW:

The purpose of the Surface Water Management Plan (SWMP) is to promote, preserve, and enhance the natural resources within the City. Minnesota Rules Chapter 8410 (Metropolitan Area Local Water Management) requires specific elements to be addressed in local water management plans. The various sections of this plan are designed to address each element required under these rules. In addition, this plan follows the Metropolitan Council's 2040 Water Resources Management Policy Plan requirements. Due to the file size the plan is not included in the packet and can be found at www.stfrancismn.org - Your Government - Public Works - Stormwater Management Plan.

The Upper Rum River Watershed Management Organization (URRWMO) adopted their updated plan on July 9, 2019. The URRWMO approved the City's SWMP on October 29, 2019. The URRWMO plan requires all communities to complete a culvert inventory. The protocol for the culvert inventory is attached. The City has until the end of 2022 to complete the inventory. The City must also review their current ordinances to ensure they comply with the current URRWMO plan requirements. The City has 180 days from the dated of the adoption of their plan to update their ordinances.

The adoption of this plan is also a condition for approval by the Metropolitan Council, for the City's 2040 Comprehensive Plan.

ACTION TO BE CONSIDERED:

Consideration to adopt Resolution 2020-27 Resolution Adopting the Surface Water Management Plan

BUDGET IMPLICATION:

None at this time.

ATTACHMENTS:

- RESOLUTION 2020-27 - RESOLUTION ADOPTING THE SURFACE WATER MANAGEMENT PLAN
- CULVERT INVENTORY PROTOCOL

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

RESOLUTION 2020-27

RESOLUTION ADOPTING THE SURFACE WATER MANAGEMENT PLAN

WHEREAS, the City Engineer, Hakanson Anderson Associates, Inc., has drafted a Surface Water Management Plan dated November 15, 2019 for the purposes of setting forth requirements, materials, and standards to be incorporated into plans and specifications for water resource planning, including wetland protection, water quality, flood control, and stormwater pollution prevention within the City; and

WHEREAS, said Surface Water Management Plan was approved by the Upper Rum River Watershed Management Organization on October 29, 2019; and

WHEREAS, said Surface Water Management Plan may be amended or revised from time to time by resolution of the Council in accordance with the Amendment procedures described within the plan; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST FRANCIS, MINNESOTA:

1. The Surface Water Management Plan dated November 15, 2019 prepared by Hakanson Anderson Associates, Inc. is hereby adopted by the City of St. Francis as setting forth the approved standards and specifications to be incorporated into projects requiring City approval.
2. The City Staff is hereby directed to review the City of St. Francis official controls and advise the City Council of amendments that are recommended.
3. The City Staff is hereby directed to review the Standard Specifications for Development and advise the City Council of amendments that are recommended.
4. The City staff is directed to complete the Culvert Inventory as required by the Upper Rum River Watershed Management Organization.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6th DAY OF JULY, 2020.

ATTEST:

APPROVED:

Barbara I. Held, City Clerk

Steven D. Feldman, Mayor

Culvert Inventory Protocol

For cities in the Upper Rum River Watershed Management Organization

As recommended by the URRWMO Technical Advisory Committee 2-2020. Approved by the URRWMO 3-19-2020.

Culvert inventory requirement and reasoning

The URRWMO requires cities inventory culverts by the end of 2022. The purpose is to ensure the locations, sizing and elevations of these conveyances are known. This information will allow the cities and URRWMO to:

- Ensure discharge rates are maintained to void contributing to downstream flooding or erosion.
- Ensure culvert elevations are maintained to avoid upstream flooding (if a culvert were raised) and avoid wetland impacts drainage (if a culvert were lowered).
- Identify perched culverts that may prevent fish movement.
- Identify maintenance needs.

Goal of this protocol

Ensure data are consistent and comparable across cities because the water conveyance systems cross city boundaries.

Which culverts to inventory

Inventory culverts conveying open water of streams or ditches. Ditches may include public, private or roadside. Some waterways may only carry intermittent flows. Only those within a public right of way or city easement need to be inventoried.

Do not inventory:

- Culverts already inventoried by Anoka County. These are primarily culvert in county ditches. See <http://gis.anokacountymn.gov/acwr/>
- Private driveway culverts.
- Stormwater conveyance pipes under streets, or their outfalls. Stormwater conveyances and outfalls should already be mapped by cities.

Culvert inventory format and required data

- The inventory should be map-based with attribute data in an associated table. ArcMap is a recommended format in coordinate system NAD 1983 zone 15.
- Culvert attributes to collect:
 1. A unique culvert identification name/number.
 2. Location description, likely as a street name or intersection quadrant. For example, NE quadrant of 1st St and Polk Ave.
 3. Waterway name.
 4. GIS coordinates of upstream and downstream ends.
 5. Top and invert elevation at both ends of each pipe.
 6. Elevation benchmark, datum and location.
 7. Type of survey instrument used. If a survey-grade GPS is used, model and accuracy should be documented. If culvert data was obtained from a plat or construction plans, the data source should be noted as such.
 8. Pipe type/material.
 9. Pipe size and shape.

10. Whether the culvert is Perched (pipe end elevated above receiving water).
 11. Pipe condition.
 12. Inspection date.
 13. Recommended, but not required, attributes to collect:
 - Photos
 - Erosion protection at downstream end.
- Waterway attributes to collect:
 1. Culvert inventory is not started, underway, or complete for each waterway segment.

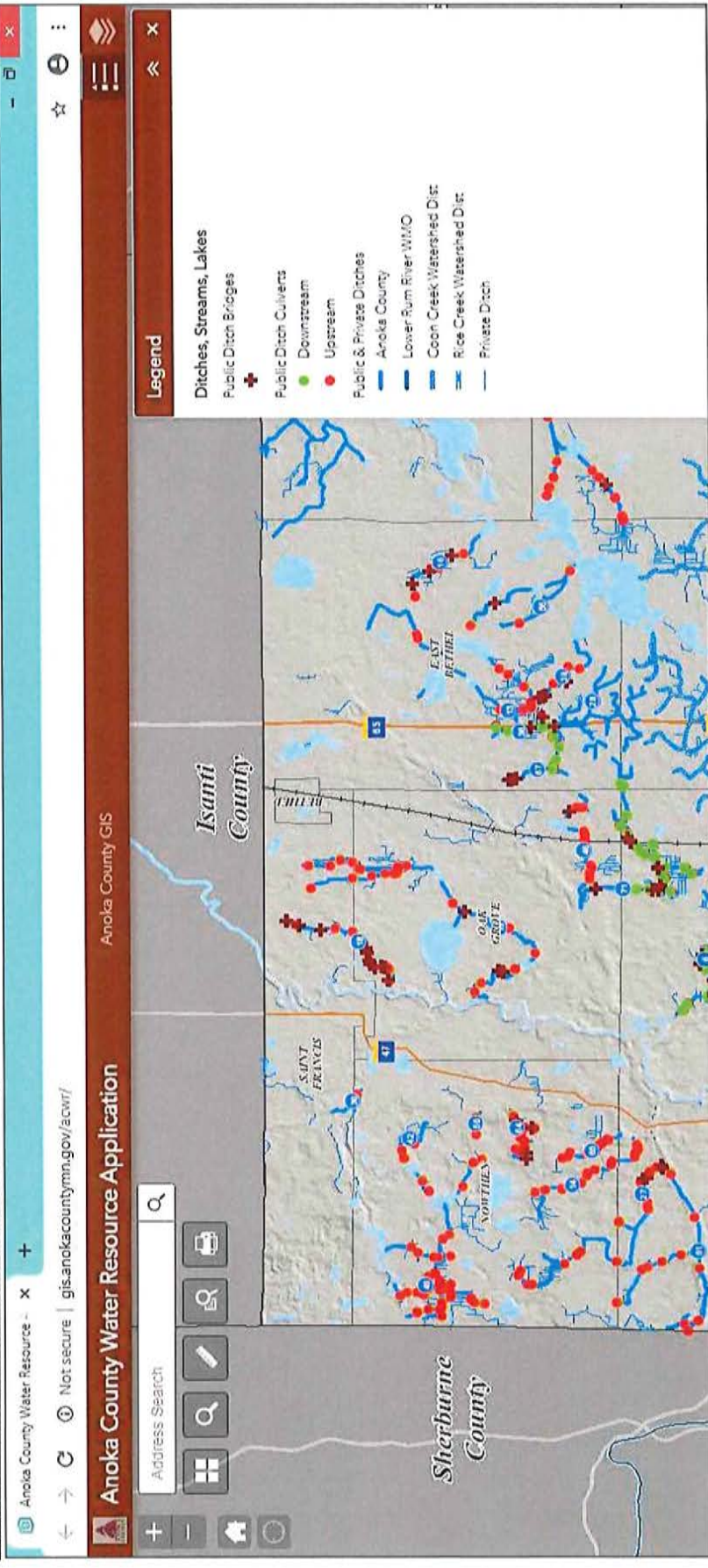
Other

- **Multiple culverts** - In any instances where multiple culverts are side-by-side, data must be collected for each. Do not assume they are all at the same elevations.
- **Timing of inspections** – Inspections must be done during the open water season (not ice). Avoid inspections during high water when culverts may be submerged.

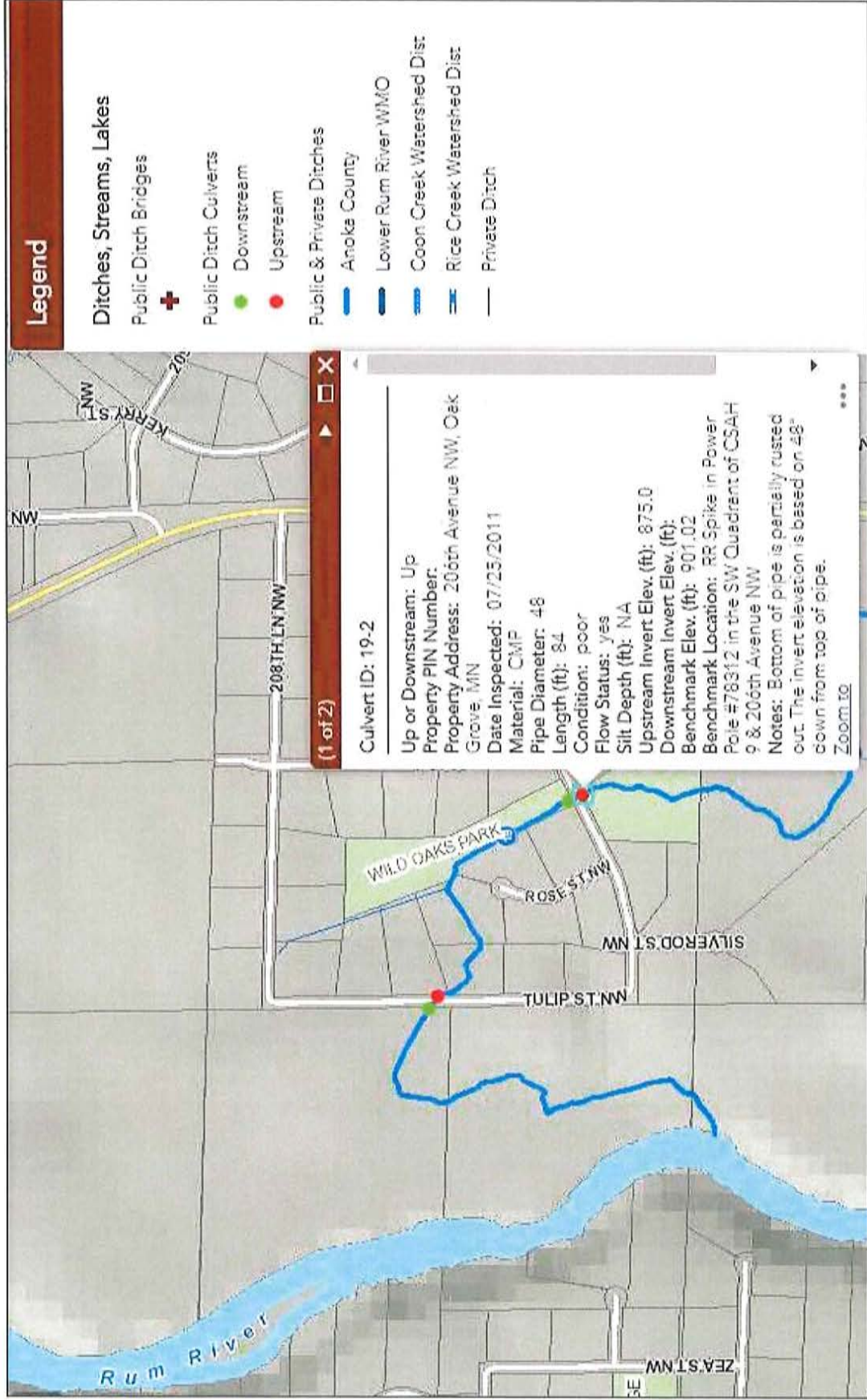
Data storage

Each city will submit its culvert inventory to the Anoka County GIS Department for public availability on the online County GIS Water Resources Application. Cities are responsible to keep and update their data as needed.

Example Culvert Inventory from Anoka County



The next page has a zoomed in image and displays attribute data.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

41

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: **Rum River Bluffs 2nd Addition Surety Release**
DATE: July 6, 2020

OVERVIEW:

The City has previously approved the Rum River Bluffs 2nd Addition development. As a provision of the Development Agreement, the City required that the Developer establish a financial security to guaranty the performance of the work.

The Development Agreement also allows the Developer to apply to the City Council for a release of the financial security at such time the work is completed.

In accordance with the Development Agreement, the Developer has requested the release of the financial security associated with this project. We have reviewed the project status and recommend that the Letter of Credit and all outstanding bonds may be released.

ACTION TO BE CONSIDERED:

City Council approval of the release of the Letter of Credit and all outstanding bonds.

BUDGET IMPLICATION:

None.

Attachments:

- Rum River Bluffs 2nd Addition Surety Release Recommendation

June 29, 2020

Honorable Mayor and City Council
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: Rum River Bluffs 2nd Addition

Dear Honorable Mayor and City Council:

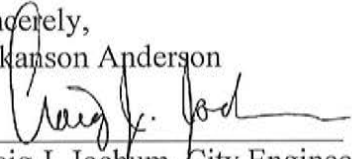
The developer for the above-referenced development has recently requested the release of the financial security. The City improvements were previously accepted in 2017 and have completed the 1-year warranty period.

The remaining financial security was required to remain in place until the developer's obligation for construction of the turn lane and passing lane on Rum River Boulevard (CR 72) have been met. On June 22, 2020 we received written correspondence from Jerry Auge, P.E., Assistant Anoka County Engineer, stating the that the work has been completed to Anoka County's satisfaction.

Therefore, we recommend that the Letter of Credit and any outstanding warranty bonds associated with this project may be released.

If you have any questions, please feel free to contact me at 763-852-0485 direct or by email at craigj@haa-inc.com.

Sincerely,
Hakanson Anderson


Craig J. Jochum, City Engineer

cc: Joe Kohlman, City Administrator
Jason Windingstad, Public Works Director
Barb Held, City Clerk
Shane Nelson, Assistant City Engineer
Larry Olson, Developer

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4J

TO: Joe Kohlmann, City Administrator
FROM: Jason Windingstad, Public Works Director
SUBJECT: Routine Dust Control
DATE: 7/6/2020

OVERVIEW:

The City has identified high volume gravel roads. Spraying of calcium chloride helps us maintain these roads during the summer months. Dust control is a routine and budgeted for activity.

Staff has identified some roads that did not hold the calcium chloride due to substantial rainfall shortly after it was applied. Staff thinks it would be best if we re-applied the calcium chloride. NSI has agreed to the same price we paid earlier this year.

ACTION TO BE CONSIDERED:

Authorize the acceptance of the bid from NSI Inc in the amount of \$1.13 per gallon as quoted earlier in the year.

BUDGET IMPLICATION:

This will be paid for out of the Street fund (405)

Attachments:



Northern Salt
INCORPORATED

June 16, 2020

City of St Francis, Minnesota
Attention Jeremy
4058 St Francis Blvd NW
St Francis, MN 55070

Northern Salt submits a quote for the reapplication of the 2020 dust control season.
38% Calcium Chloride at \$1.132 per gallon applied of 7,800 gallons to be performed Mid July.

Please let me know if you have any further questions. Thank you.

Regards,

Tammy Kmetz

Controller

tammy@northernsalt.com

651-363-2787



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4K

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 07/06/2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$450,695.54 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments - none
Direct Transfer from Previous Month
Manual Checks- none

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:

- 07-06-2020 Packet List

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Claim TypeClaim# 6828 *ABDO, EICK & MEYERS, LLP*Cash Payment E 101-41540-301 Auditing and Acct g Servic Annual audit services \$465.00
InvoiceCash Payment E 601-49440-301 Auditing and Acct g Servic Annual audit services \$77.50
InvoiceCash Payment E 602-49490-301 Auditing and Acct g Servic Annual audit services \$77.50
InvoiceCash Payment E 609-49750-301 Auditing and Acct g Servic Annual audit services \$155.00
Invoice

Transaction Date 6/23/2020 Due 6/23/2020 CASH 10100 Total \$775.00

Claim TypeClaim# 6763 *ACTIVE 911*Cash Payment E 101-42110-433 Dues and Subscriptions SUBSCRIPTION \$42.00
Invoice 177274

Transaction Date 6/16/2020 Due 6/16/2020 CASH 10100 Total \$42.00

Claim TypeClaim# 6764 *ALL TRAFFIC SOLUTIONS*Cash Payment E 101-42110-311 Contract TRAFFIC SUITE \$3,000.00
Invoice SIN025820

Transaction Date 6/16/2020 Due 6/16/2020 CASH 10100 Total \$3,000.00

Claim TypeClaim# 6902 *ALLIED BLACKTOP COMPANY*Cash Payment E 405-43100-303 Engineering Fees 2020 STREET MAINTENANCE PROGRAM \$153,962.20
Invoice 5186

Transaction Date 7/1/2020 Due 7/1/2020 CASH 10100 Total \$153,962.20

Claim TypeClaim# 6849 *ANOKA COUNTY FIRE PROTECTIO*Cash Payment E 101-42210-311 Contract PSDS COST ALLOCATION \$4,497.00
Invoice 134Cash Payment E 101-42210-433 Dues and Subscriptions ANNUAL MEMBERSHIP DUES \$460.00
Invoice 109

Transaction Date 6/25/2020 Due 6/25/2020 CASH 10100 Total \$4,957.00

Claim TypeClaim# 6819 *ANOKA COUNTY TREASURY DEPT*Cash Payment E 101-42110-321 Telephone JULY 2020 CAC FIBER \$225.00
Invoice B200615PCash Payment E 101-42110-441 Miscellaneous LANGUAGE LINE USAGE \$23.69
Invoice CCOM06152009

Transaction Date 6/23/2020 Due 6/23/2020 CASH 10100 Total \$248.69

Claim TypeClaim# 6846 *ARK TOWING AND RECOVERY*Cash Payment E 101-42110-441 Miscellaneous 2006 CHEVY IMPALA \$124.00
Invoice 91691

Transaction Date 6/24/2020 Due 6/24/2020 CASH 10100 Total \$124.00

Claim TypeClaim# 6833 *ARNIES EXCAVATING*Cash Payment R 101-32215 Septic CANCELLED PERMIT 2020-00005 \$395.00
Invoice .0720

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Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$395.00
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Claim Type

Claim# 6882 BANYON DATA SYSTEMS, INC

Cash Payment	E 101-41540-301 Auditing and Acct g Servic	FUND, PAYROLL, FA SUPPORT				\$1,071.00
Invoice	00160474					

Cash Payment	E 601-49440-301 Auditing and Acct g Servic	FUND, PAYROLL, FA SUPPORT				\$178.50
Invoice	00160474					

Cash Payment	E 602-49490-301 Auditing and Acct g Servic	FUND, PAYROLL, FA SUPPORT				\$178.50
Invoice	00160474					

Cash Payment	E 609-49750-301 Auditing and Acct g Servic	FUND, PAYROLL, FA SUPPORT				\$357.00
Invoice	00160474					

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$1,785.00
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Claim Type

Claim# 6835 BARNUM GATE SERVICES, INC

Cash Payment	E 101-43100-401 Repairs/Maint Buildings	REPAIRS				\$104.27
Invoice	27170					

Cash Payment	E 101-45200-401 Repairs/Maint Buildings	REPAIRS				\$104.27
Invoice	27170					

Cash Payment	E 101-43210-401 Repairs/Maint Buildings	REPAIRS				\$104.27
Invoice	27170					

Cash Payment	E 601-49440-401 Repairs/Maint Buildings	REPAIRS				\$104.27
Invoice	27170					

Cash Payment	E 602-49490-401 Repairs/Maint Buildings	REPAIRS				\$104.27
Invoice	27170					

Cash Payment	E 101-42110-401 Repairs/Maint Buildings	REPAIRS				\$104.25
Invoice	27170					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$625.60
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Claim Type

Claim# 6872 BAUER BUILT INC.

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	FIREHAWK PVS				\$262.76
Invoice	940067284					

Transaction Date	6/29/2020	Due 6/29/2020	CASH	10100	Total	\$262.76
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Claim Type

Claim# 6787 BELLBOY CORPORATION

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				-\$6.00
Invoice	0101499200					

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$26.35
Invoice	0084368700					

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$51.15
Invoice	0084472900					

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$4.89
Invoice	0101467400					

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,231.65
Invoice	0084472900					

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$190.00
Invoice	0101467400					

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,471.90
Invoice	0084368700					

Transaction Date	6/18/2020	Due 6/18/2020	CASH	10100	Total	\$3,969.94
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Claim Type

Claim# 6825 BERNICK COMPANIES, THE

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC. \$13.80
Invoice 93431Cash Payment E 609-49751-252 Beer For Resale BEER \$1,733.20
Invoice 90600Cash Payment E 609-49751-252 Beer For Resale BEER \$848.37
Invoice 86375Cash Payment E 609-49751-252 Beer For Resale BEER \$1,678.85
Invoice 93432Cash Payment E 609-49751-255 N/A Products N/A \$50.20
Invoice 90600Cash Payment E 609-49751-255 N/A Products N/A \$113.65
Invoice 93432

Transaction Date 6/23/2020 Due 6/23/2020 CASH 10100 Total \$4,438.07

Claim Type

Claim# 6768 BGS (BARNA GUZY)

Cash Payment E 101-41600-304 Civil Legal Fees FORFEITURE \$28.00
Invoice 218111Cash Payment E 101-41600-304 Civil Legal Fees FORFEITURE \$210.00
Invoice 218109Cash Payment E 101-41600-304 Civil Legal Fees FORFEITURE \$70.00
Invoice 218108Cash Payment E 101-41600-304 Civil Legal Fees MISC FORFEITURES \$169.00
Invoice 218107Cash Payment E 101-41600-304 Civil Legal Fees FORFEITURE \$266.00
Invoice 218113Cash Payment E 101-41600-304 Civil Legal Fees FORFEITURE \$70.00
Invoice 218112Cash Payment E 101-41600-304 Civil Legal Fees FORFEITURE \$28.00
Invoice 218110

Transaction Date 6/16/2020 Due 6/16/2020 CASH 10100 Total \$841.00

Claim Type

Claim# 6910 BOLTON & MENK, INC.

Cash Payment E 601-49440-310 Computer Consulting Fee GIS DATA REQUEST \$62.50
Invoice 0251842Cash Payment E 602-49490-310 Computer Consulting Fee GIS DATA REQUEST \$62.50
Invoice 0251842Cash Payment E 101-43100-310 Computer Consulting Fee GIS DATA REQUEST \$62.50
Invoice 0251842Cash Payment E 101-45200-310 Computer Consulting Fee GIS DATA REQUEST \$62.50
Invoice 0251842

Transaction Date 7/1/2020 Due 7/1/2020 CASH 10100 Total \$250.00

Claim Type

Claim# 6816 BREAKTHRU BEVERAGE

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$102.30
Invoice 1081145076Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC. \$153.94
Invoice 1081147801Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$86.62
Invoice 1081147801

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Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$10,022.20
Invoice	1081145076					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$152.00
Invoice	1081147801					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$311.00
Invoice	1081145076					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$3,899.78
Invoice	1081147801					
Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$14,727.84

Claim Type

Claim#	6917	BROTHERS FIRE PROTECTION CO				
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	2020 ANNIAL ALARM INSPECTION				\$84.00
Invoice	34769					
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	2020 ANNUAL SPRINKLER INSPECTIONS				\$37.00
Invoice	34764					
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	2020 ANNUAL SPRINKLER INSPECTIONS				\$37.00
Invoice	34764					
Cash Payment	E 602-49490-401 Repairs/Maint Buildings	2020 ANNIAL ALARM INSPECTION				\$84.00
Invoice	34769					
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	2020 ANNIAL ALARM INSPECTION				\$84.00
Invoice	34769					
Cash Payment	E 101-43100-401 Repairs/Maint Buildings	2020 ANNUAL SPRINKLER INSPECTIONS				\$37.00
Invoice	34764					
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	2020 ANNUAL SPRINKLER INSPECTIONS				\$37.00
Invoice	34764					
Cash Payment	E 101-45200-401 Repairs/Maint Buildings	2020 ANNIAL ALARM INSPECTION				\$84.00
Invoice	34769					
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	2020 ANNIAL ALARM INSPECTION				\$84.00
Invoice	34769					
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	2020 ANNUAL SPRINKLER INSPECTIONS				\$37.00
Invoice	34764					
Transaction Date	7/1/2020	Due 7/1/2020	CASH	10100	Total	\$605.00

Claim Type

Claim#	6837	C. EMERY NELSON, INC				
Cash Payment	E 602-49490-229 Project Repair & Maintena	BELT				\$875.53
Invoice	35840					
Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$875.53

Claim Type

Claim#	6892	CAPITOL BEVERAGE SALES, L.P				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$376.50
Invoice	2430429					
Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$376.50

Claim Type

Claim#	6852	CINTAS				
Cash Payment	E 609-49750-219 Rug Maintenance	RUG MAINTENANCE				\$11.26
Invoice	4053950553					
Cash Payment	E 101-43100-402 Janitorial Service	RUG MAINTENANCE				\$61.20
Invoice	4054536039					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS				\$9.31
Invoice	4054536100					

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Cash Payment	E 602-49490-402 Janitorial Service	RUG MAINTENANCE	\$23.04
Invoice	4053950527		

Transaction Date	6/29/2020	Due 6/29/2020	CASH	10100	Total	\$104.81
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Claim Type

Claim# 6886 CITY EMPLOYEES UNION, LOCAL

Cash Payment	G 101-21707 Union Dues	JULY DUES	\$47.00
Invoice	.0720		

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$47.00
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Claim Type

Claim# 6871 COLONIAL INSURANCE

Cash Payment	G 101-21712 Colonial Insurance	AUGUST INSURANCE	\$415.13
Invoice			

Transaction Date	6/29/2020	Due 6/29/2020	CASH	10100	Total	\$415.13
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Claim Type

Claim# 6891 CRYSTAL SPRINGS ICE

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.	\$62.64
Invoice	002.B009694		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$64.80
Invoice	2000302		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$166.30
Invoice	2000338		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$50.76
Invoice	002.B009603		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$203.04
Invoice	002.B009737		

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC	\$161.71
Invoice	002.B009626		

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$709.25
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Claim Type

Claim# 6901 D & S CONSTRUCTION

Cash Payment	G 803-22000 Deposits	ESCROW REF-23825 SYCAMORE (DEMO)	\$500.00
Invoice	.062020		

Transaction Date	7/1/2020	Due 7/1/2020	CASH	10100	Total	\$500.00
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Claim Type

Claim# 6858 DAHLHEIMER DIST. CO. INC.

Cash Payment	E 609-49751-252 Beer For Resale	BEER	-\$64.80
Invoice	1246624		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	-\$83.90
Invoice	1246852		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$114.00
Invoice	1248376		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$17,650.46
Invoice	444-03225		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$124.00
Invoice	444-03198		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$232.00
Invoice	1244751		

Cash Payment	E 609-49751-252 Beer For Resale	BEER	\$18,540.35
Invoice	444-03190		

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Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.				\$276.00
	Invoice 444-03190					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$27.95
	Invoice 444-03225					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$27.95
	Invoice 444-03190					

Transaction Date	6/29/2020	Due 6/29/2020	CASH	10100	Total	\$36,844.01
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Claim Type

Claim# 6919 DAVE PERKINS CONTRACTING

Cash Payment	E 601-49440-229 Project Repair & Maintena	METER VALVE				\$1,450.00
	Invoice 27285					

Cash Payment	E 602-49490-229 Project Repair & Maintena	METER VALVE				\$1,450.00
	Invoice 27285					

Transaction Date	7/1/2020	Due 7/1/2020	CASH	10100	Total	\$2,900.00
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Claim Type

Claim# 6765 DEX MEDIA EAST LLC

Cash Payment	E 609-49750-340 Advertising	ADVERTISING				\$82.50
	Invoice .0620					

Transaction Date	6/16/2020	Due 6/16/2020	CASH	10100	Total	\$82.50
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Claim Type

Claim# 6798 EAGLE GARAGE DOOR CO.

Cash Payment	E 101-42110-401 Repairs/Maint Buildings	REPAIRS				\$105.00
	Invoice 6211					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$105.00
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Claim Type

Claim# 6883 ECM PUBLISHERS, INC.

Cash Payment	E 101-41400-351 Legal Notices Publishing	2019 FINANCIAL STATEMENTS				\$908.38
	Invoice 782439					

Cash Payment	E 101-41400-351 Legal Notices Publishing	JULY 6 PH				\$75.25
	Invoice 782440					

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$983.63
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Claim Type

Claim# 6762 ELITE SANITATION

Cash Payment	E 101-45200-402 Janitorial Service	RENTAL				\$678.00
	Invoice 26696					

Transaction Date	6/16/2020	Due 6/16/2020	CASH	10100	Total	\$678.00
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Claim Type

Claim# 6841 EMERGENCY APARATUS MAINTENANCE

Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	PUMP TEST				\$625.11
	Invoice 109871					

Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	PUMP TEST				\$506.91
	Invoice 109872					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$1,132.02
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Claim Type

Claim# 6887 EMERGENCY RESPONSE SOLUTIONS

Cash Payment	E 101-42210-218 Equipment Repair & Maint	INSTALLED NEW QC HANDWHEEL ASSY				\$13.28
	Invoice 15541					

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$13.28
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Claim TypeClaim# 6836 *FEDERATED COOP*Cash Payment E 601-49440-419 Turf/Fertilizer/Weed Contro CHEMICAL \$77.94
Invoice 30281632

Transaction Date 6/23/2020 Due 6/23/2020 CASH 10100 Total \$77.94

Claim TypeClaim# 6907 *FERGUSON WATERWORKS*Cash Payment E 601-49440-259 Water Meters 10 GATE VLV \$1,851.32
Invoice 0457294Cash Payment E 601-49440-259 Water Meters HORNS \$814.48
Invoice 0456220Cash Payment E 601-49440-259 Water Meters HORN \$655.50
Invoice 0456997Cash Payment E 601-49440-259 Water Meters HORN \$1,283.00
Invoice 0456435Cash Payment E 601-49440-259 Water Meters METERS \$1,936.30
Invoice 0456253Cash Payment E 601-49440-259 Water Meters R900 MIU \$2,145.00
Invoice 0456255Cash Payment E 601-49440-259 Water Meters SWVL \$295.77
Invoice 0456978

Transaction Date 7/1/2020 Due 7/1/2020 CASH 10100 Total \$8,981.37

Claim TypeClaim# 6916 *FERRELLGAS*Cash Payment E 101-43100-217 Other Operating Supplies 33LB CYLINDER \$25.43
Invoice 2008634225Cash Payment E 602-49490-217 Other Operating Supplies 33LB CYLINDER \$25.43
Invoice 2008634225

Transaction Date 7/1/2020 Due 7/1/2020 CASH 10100 Total \$50.86

Claim TypeClaim# 6785 *FIRE CAT, LLC*Cash Payment E 101-42210-218 Equipment Repair & Maint FIRE HOSE TESTING \$2,341.10
Invoice 8281

Transaction Date 6/18/2020 Due 6/18/2020 CASH 10100 Total \$2,341.10

Claim TypeClaim# 6860 *GRANITE CITY JOBBING CO.*Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$4.25
Invoice 188584Cash Payment E 609-49751-256 Tobacco Products For Res TOBACCO -\$69.18
Invoice 187150Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC. \$83.90
Invoice 188584Cash Payment E 609-49751-256 Tobacco Products For Res TOBACCO \$3,772.50
Invoice 188584

Transaction Date 6/29/2020 Due 6/29/2020 CASH 10100 Total \$3,791.47

Claim TypeClaim# 6889 *INNOVATIVE OFFICE SOLUTIONS,*Cash Payment E 101-42110-200 Office Supplies OFFICE SUPPLIES \$80.50
Invoice IN3012149

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Cash Payment	E 101-41400-200 Office Supplies	OFFICE SUPPLIES				\$50.80
Invoice	IN3003476					
Cash Payment	E 101-41400-200 Office Supplies	OFFICE SUPPLIES				\$41.84
Invoice	IN3004447					

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$173.14
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Claim TypeClaim# 6839 *ISD #15*

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2018 DODGE CHARGER PURSUIT				\$17.23
Invoice	4823					

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2019 DODGE CHARGER				\$44.03
Invoice	4824					

Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	2013 DODGE CHARGER				\$152.63
Invoice	4821					

Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2017 DODGE CHARGER				\$44.03
Invoice	4822					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$257.92
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Claim TypeClaim# 6832 *JACOB, NATHAN*

Cash Payment	G 803-22000 Deposits	ESCROW REF-23246 TAMARACK ST NW				\$2,300.00
Invoice	.072020					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$2,300.00
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Claim TypeClaim# 6848 *JEFFERSON FIRE & SAFETY INC.*

Cash Payment	E 101-42210-237 Small Equipment	TASK FORCE - MID FORCE DUAL PRESSURE AUTO				\$2,307.13
Invoice	IN118546					

Transaction Date	6/25/2020	Due 6/25/2020	CASH	10100	Total	\$2,307.13
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Claim TypeClaim# 6804 *JOHNSON BROS WHLSE LIQUOR*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$53.37
Invoice	1580283					

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$20.41
Invoice	1584935					

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$80.06
Invoice	1584934					

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$10.99
Invoice	1580284					

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$82.92
Invoice	1544399-					

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$4,017.40
Invoice	1584934					

Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$388.50
Invoice	1580284					

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$4,467.73
Invoice	1580283					

Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$717.75
Invoice	1584935					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$9,839.13
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Claim TypeClaim# 6873 *KIMS KLEANING*

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Cash Payment	E 101-41940-402 Janitorial Service	CITY HALL				\$300.00
Invoice	6711					
Cash Payment	E 101-42110-402 Janitorial Service	POLICE DEPARTMENT				\$900.00
Invoice	6715					
Cash Payment	E 601-49440-402 Janitorial Service	WATER TREATMENT PLAN				\$200.00
Invoice	6714					
Cash Payment	E 101-42210-402 Janitorial Service	FIRE DEPT.				\$75.00
Invoice	6717					
Cash Payment	E 602-49490-402 Janitorial Service	WASTE WATER PLANT				\$220.00
Invoice	6716					
Cash Payment	E 101-45200-402 Janitorial Service	COMMUNITY CENTER				\$100.00
Invoice	6712					
Cash Payment	E 101-43100-402 Janitorial Service	CLEANING				\$225.00
Invoice	6713					
Cash Payment	E 101-45200-402 Janitorial Service	CLEANING				\$225.00
Invoice	6713					
Cash Payment	E 601-49440-402 Janitorial Service	CLEANING				\$225.00
Invoice	6713					
Cash Payment	E 602-49490-402 Janitorial Service	CLEANING				\$225.00
Invoice	6713					

Transaction Date	6/29/2020	Due 6/29/2020	CASH	10100	Total	\$2,695.00
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Claim Type

Claim# 6885 LAW ENFORCEMENT LABOR SVC

Cash Payment	G 101-21707 Union Dues	JULY DUES				\$558.00
Invoice	.0720					

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$558.00
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Claim Type

Claim# 6806 MCDONALD DIST CO.

Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$2,562.35
Invoice	539303					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$77.80
Invoice	539148					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$764.40
Invoice	539665					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$165.70
Invoice	540212					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$69.30
Invoice	240-00387					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$11,539.95
Invoice	540175					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$14,188.65
Invoice	539167					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$47.25
Invoice	240-00381					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$115.20
Invoice	539167					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$24.25
Invoice	540175					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$23,710.05
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Claim Type

Claim# 6761 METRO WEST INSPECTIONS SER

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Cash Payment	E 101-42400-311 Contract	FINALED PERMITS	\$14,179.06
Invoice	2452		

Transaction Date	6/16/2020	Due 6/16/2020	CASH	10100	Total	\$14,179.06
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Claim Type

Claim# 6780 MINNESOTA RURAL WATER ASSO

Cash Payment	E 602-49490-433 Dues and Subscriptions	ASSOCIATE MEMBERSHIP	\$150.00
Invoice	.0620		

Cash Payment	E 601-49440-433 Dues and Subscriptions	ASSOCIATE MEMBERSHIP	\$150.00
Invoice	.0620		

Transaction Date	6/17/2020	Due 6/17/2020	CASH	10100	Total	\$300.00
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Claim Type

Claim# 6826 MN NCPERS LIFE INSURANCE

Cash Payment	G 101-21713 MN Life	JULY INSURANCE	\$80.00
Invoice	.072020		

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$80.00
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Claim Type

Claim# 6784 MY ALARM CENTER

Cash Payment	E 609-49750-445 Security	LIQUOR STORE ALARM	\$39.15
Invoice	14001847		

Transaction Date	6/18/2020	Due 6/18/2020	CASH	10100	Total	\$39.15
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Claim Type

Claim# 6888 NORTH STAR TOWING, INC

Cash Payment	E 101-42110-441 Miscellaneous	2015 CHRYSLER 300	\$161.00
Invoice	73341		

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$161.00
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Claim Type

Claim# 6895 NORTHERN AIR CORPORATION

Cash Payment	E 602-49490-401 Repairs/Maint Buildings	COMPRESSOR REPLACEMENT	\$2,150.00
Invoice	173115		

Cash Payment	E 602-49490-401 Repairs/Maint Buildings	MINI-SPLIT MAINTENANCE	\$342.37
Invoice	173114		

Cash Payment	E 601-49440-401 Repairs/Maint Buildings	COMPRESSOR REPLACEMENT	\$2,150.00
Invoice	173115		

Cash Payment	E 601-49440-401 Repairs/Maint Buildings	MINI-SPLIT MAINTENANCE	\$342.37
Invoice	173114		

Transaction Date	6/30/2020	Due 6/30/2020	CASH	10100	Total	\$4,984.74
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Claim Type

Claim# 6904 NORTHWEST ASPHALT & MAINT

Cash Payment	E 405-43100-303 Engineering Fees	CRACK FILLING	\$46,075.68
Invoice	200611		

Transaction Date	7/1/2020	Due 7/1/2020	CASH	10100	Total	\$46,075.68
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Claim Type

Claim# 6829 NOVAK-FLECK, INC.

Cash Payment	G 803-22000 Deposits	ESCROW REF-3405 235TH AVENUE NW	\$9,050.00
Invoice	0620		

Cash Payment	G 803-22000 Deposits	ESCROW REF-3371 235TH AVENUE NW	\$9,670.00
Invoice	.0720		

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$18,720.00
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Claim Type

Claim# 6880 OPUS 21

Cash Payment	E 601-49440-382 Utility Billing	MAY 2020	\$1,393.36
Invoice	200557		

Cash Payment	E 602-49490-382 Utility Billing	MAY 2020	\$1,393.35
Invoice	200557		

Transaction Date	6/29/2020	Due 6/29/2020	CASH	10100	Total	\$2,786.71
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Claim Type

Claim# 6781 PEARL ARCHITECTURE LLC

Cash Payment	G 609-16500 Construction in Progress	BOTTLE SHOP ADDITION	\$28,884.54
Invoice	2020.02-03		

Transaction Date	6/18/2020	Due 6/18/2020	CASH	10100	Total	\$28,884.54
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Claim Type

Claim# 6802 PHILLIPS WINE & SPIRITS CO.

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$42.38
Invoice	6048669		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$75.35
Invoice	6051888		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$7.85
Invoice	6051889		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$9.42
Invoice	6048670		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$3,255.15
Invoice	6048669		

Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$190.00
Invoice	6048670		

Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$194.00
Invoice	6051889		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$4,649.65
Invoice	6051888		

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$8,423.80
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Claim Type

Claim# 6783 PLANT EQUIPMENT, INC.

Cash Payment	E 602-49490-229 Project Repair & Maintena	PEC, 6, F1, CI, NBR, CR	\$1,111.46
Invoice	32086		

Cash Payment	E 602-49490-228 Equipment Maintenance	FREIGHT	\$142.00
Invoice	32101		

Transaction Date	6/18/2020	Due 6/18/2020	CASH	10100	Total	\$1,253.46
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Claim Type

Claim# 6900 POSTMASTER - ST. FRANCIS

Cash Payment	E 603-49490-418 Storm Water Management	POSTAGE	\$559.00
Invoice	.072020		

Transaction Date	7/1/2020	Due 7/1/2020	CASH	10100	Total	\$559.00
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Claim Type

Claim# 6897 POSTMASTER - ST. FRANCIS Ck# 077681 7/1/2020

Cash Payment	E 101-43210-439 Recycling Days	POSTAGE	\$691.83
Invoice	.0720		

Transaction Date	7/1/2020	Due 7/1/2020	CASH	10100	Total	\$691.83
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Claim Type

Claim# 6843 PROGRESSIVE BUILDERS

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Cash Payment	G 803-22000 Deposits	ESCROW REF-3359 236TH LANE	\$9,526.06
Invoice	0620		

Cash Payment	G 803-22000 Deposits	ESCROW REF-3457 236TH LANE NW	\$9,530.00
Invoice	.062020		

Transaction Date	6/24/2020	Due 6/24/2020	CASH	10100	Total	\$19,056.06
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Claim TypeClaim# 6831 *RUSSELL, STEVEN & SUSAN*

Cash Payment	G 803-22000 Deposits	ESCROW REF-3073 234TH LANE	\$250.00
Invoice	.0720		

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$250.00
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Claim TypeClaim# 6779 *SCHMIDT, DAVE*

Cash Payment	E 101-42210-217 Other Operating Supplies	SANITIZER	\$20.96
Invoice	.0620		

Transaction Date	6/17/2020	Due 6/17/2020	CASH	10100	Total	\$20.96
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Claim TypeClaim# 6814 *SOUTHERN GLAZERS OF MN*

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$12.80
Invoice	1963603		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$1.28
Invoice	1963601		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$14.08
Invoice	1961880		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$10.45
Invoice	1963602		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$32.00
Invoice	1965743		

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$7.68
Invoice	1965744		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$846.00
Invoice	1963602		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$2,795.55
Invoice	1965743		

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$1,675.85
Invoice	1961880		

Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$420.00
Invoice	1963603		

Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$306.00
Invoice	1965744		

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$6,121.69
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Claim TypeClaim# 6782 *SUN LIFE FINANCIAL*

Cash Payment	E 101-41400-130 Employer Paid Insurance	\$286.39
Invoice	.0720	

Cash Payment	E 101-41500-130 Employer Paid Insurance	\$148.77
Invoice	.0720	

Cash Payment	E 101-41910-130 Employer Paid Insurance	\$81.67
Invoice	.0720	

Cash Payment	E 101-42110-130 Employer Paid Insurance	\$971.88
Invoice	.0720	

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Cash Payment	E 101-42210-130 Employer Paid Insurance					\$74.21
Invoice	.0720					
Cash Payment	E 101-42400-130 Employer Paid Insurance					\$75.20
Invoice	.0720					
Cash Payment	E 101-43100-130 Employer Paid Insurance					\$175.98
Invoice	.0720					
Cash Payment	E 101-43210-130 Employer Paid Insurance					\$39.10
Invoice	.0720					
Cash Payment	E 101-45200-130 Employer Paid Insurance					\$175.98
Invoice	.0720					
Cash Payment	E 601-49440-130 Employer Paid Insurance					\$129.35
Invoice	.0720					
Cash Payment	E 602-49490-130 Employer Paid Insurance					\$129.34
Invoice	.0720					
Cash Payment	E 609-49750-130 Employer Paid Insurance					\$140.93
Invoice	.0720					
Transaction Date	6/18/2020	Due 6/18/2020	CASH	10100	Total	\$2,428.80

Claim Type

Claim# 6805 THE AMERICAN BOTTLING COMP

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$385.44
Invoice	3562316029					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$385.44
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Claim Type

Claim# 6820 TJ ASSOCIATES

Cash Payment	E 602-49490-200 Office Supplies	ENVELOPES				\$39.98
Invoice	233828					
Cash Payment	E 101-42110-441 Miscellaneous	JUNIOR OFFICER STICKERS				\$335.00
Invoice	233805					
Cash Payment	E 101-42110-441 Miscellaneous	SIGNS FOR BIKE RALLY				\$67.80
Invoice	233808					
Cash Payment	E 601-49440-200 Office Supplies	ENVELOPES				\$39.97
Invoice	233828					
Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$482.75

Claim Type

Claim# 6827 VETERAN LAWN SERVICE, LLC

Cash Payment	E 101-41910-441 Miscellaneous	LAWN MAINTENANCE				\$300.00
Invoice	10197					

Transaction Date	6/23/2020	Due 6/23/2020	CASH	10100	Total	\$300.00
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Claim Type

Claim# 6778 VINOCOPIA, INC.

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$12.00
Invoice	0258285-IN					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$640.00
Invoice	0258285-IN					

Transaction Date	6/16/2020	Due 6/16/2020	CASH	10100	Total	\$652.00
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Pre-Written Checks	\$691.83
Checks to be Generated by the Compute	<u>\$450,003.71</u>
Total	\$450,695.54

City of St. Francis City Council Agenda Item
Executive Summary

Title of Item: **EASEMENT VACATION: Rivers Edge 3rd Addition:** A resolution to vacate an existing drainage and utility easement covering Outlot B of the 2nd Addition of the Rivers Edge subdivision.

Meeting Date: 7-6-20

Staff Reporting: Beth Richmond, City Planner

Summary: The drainage and utility easement requested to be vacated was established at the time the 2nd Addition final plat was approved by the City (June 17, 2019). The easement was created to ensure that the wetlands on site would be protected and that no development would take place on Outlot B without first platting the area. At the time the 3rd Addition was approved, this easement was meant to be vacated to allow development of the 3rd Addition and then reestablished over the outlots in the 3rd Addition. It has come to Staff's attention that the drainage and utility easement over Outlot B, 2nd Addition was never vacated as intended. Council is requested to approve the drainage and utility easement vacation to remove the underlying easement from the 3rd Addition area that was final platted on August 19, 2019.

Recommendations: Staff recommends approval of the drainage and utility easement vacation via the following motion:

"Move to adopt Resolution 2020-28 approving the vacation of the drainage and utility easement over Outlot B, Rivers Edge 2nd Addition."

List of Attachments: A) Draft Resolution

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

RESOLUTION 2020-28

**A RESOLUTION VACATING THE DRAINAGE AND UTILITY EASEMENT OVER
OUTLOT B, 2nd ADDITION, RIVERS EDGE**

WHEREAS, the applicant, Dale Willenbring on behalf of St. Francis Land Development, LLC, has requested the vacation of the drainage and utility easement over the property legally described as Outlot B, Rivers Edge 2nd Addition; and

WHEREAS, the drainage and utility easement vacation was requested in order to allow the development of the 3rd Addition of Rivers Edge; and

WHEREAS, the City Council of the City of St. Francis approved the final plat of the 3rd Addition of Rivers Edge on August 19, 2019, establishing new drainage and utility easements where necessary; and

WHEREAS, on July 6, 2020, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the City Council held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, the City Council of the City of St. Francis on July 6, 2020, considered the requested drainage and utility easement vacation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the vacation of the drainage and utility easement over Outlot B of the 2nd Addition of the Rivers Edge Planned Unit Development.

Approved and adopted by the City Council of the City of St. Francis on the 6th day of July, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated

City of St. Francis City Council Agenda Item
Executive Summary

- Title of Item:* **FINAL PLAT: Rivers Edge 4th Addition:** A resolution to approve the final plat and final plans for the 4th Addition of the Rivers Edge Planned Unit Development.
- Meeting Date:* 7-6-20
- Staff Reporting:* Beth Richmond, City Planner
- Summary:* Staff, Engineering, and Legal have reviewed the final plat/plan application for the Rivers Edge Planned Unit Development (4th Addition) and find the documents to be complete, substantially conforming to the approved PUD Development Plan, and ready for approval.
- Key items of note include:
- The applicant is requesting final approval for five lots total along 236th Lane NW east of the lots platted in the 1st Addition of Rivers Edge.
 - As a drainage and utility easement was established over all of Outlot A as part of the 3rd Addition final plat, the existing drainage and utility easement will be vacated and new drainage and utility easements are established as part of final plat approval.
 - A draft developer's agreement (to be provided by the City Attorney) for the 4th Addition has been created for Council's review. All parties feel the proposed language before Council is ready for approval and implementation. All letter of credit and associated warranty issues are in order, and required park dedication fees for the 4th Addition are specified.
 - Proposed conditions of final plat approval are listed in the draft resolution provided for Council review and approval.
- Recommendations:* Staff recommends approval of the final plat and final plans for the 4th Addition of Rivers Edge PUD via the following motion:
- "Move to adopt Resolution 2020-29 approving the final plat and final plans for the 4th Addition of the Rivers Edge Planned Unit Development."***
- List of Attachments:*
- A) Draft Resolution
 - B) Engineer's Memo dated June 29, 2020
 - C) Final Plat
 - D) Final Plans
 - E) Developers Agreement

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

RESOLUTION 2020-29

**A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PLANS FOR THE 4th
ADDITION OF THE RIVERS EDGE PLANNED UNIT DEVELOPMENT**

WHEREAS, the applicant, Dale Willenbring on behalf of St. Francis Land Development, LLC, has requested final plat approval for the 4th Addition of the Rivers Edge subdivision; and

WHEREAS, the property is legally described as Outlot A, Rivers Edge 3rd Addition, Anoka County, Minnesota, according to the recorded plat thereof; and

WHEREAS, the PUD Development Plan and preliminary plat were approved by the City Council on April 2, 2018; and

WHEREAS, the final plat and final plans are in conformance with the approved PUD Development Plan and preliminary plat; and

WHEREAS, the City Council of the City of St. Francis on July 6, 2020, considered the final plat and final plan documentation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the final plat, final PUD plan, and associated documents for the 4th Addition of the Rivers Edge Planned Unit Development based on the following findings of fact:

1. The proposed plans for the 4th Addition are in substantial compliance with the approved PUD development stage plan;
2. A developers agreement has been drafted by the City and negotiated with the developer to ensure completion of the development in accordance with City standards;
3. The developer will be providing letters of credit to ensure the completion of site grading and associated street improvements;

BE IT FURTHER RESOLVED that approval of the final plat and final PUD plan for the 4th Addition of Rivers Edge shall be subject to the following conditions:

1. Build out of the Rivers Edge PUD shall be in accordance with all applicable conditions of the PUD Development Plan approval.
2. A final landscaping plan shall be provided and shall include two trees on each lot. The types of trees planted shall be consistent with the trees utilized in previous Additions and consistent with Code 10-20-4.
3. The existing drainage and utility easement over Outlot A, Rivers Edge 3rd Addition is hereby vacated and new drainage and utility easements are established by the approved final plat.

4. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for individual lots.
5. The applicant shall be responsible for all costs associated with the final plat application.
6. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
7. The applicant shall record the final plat and plans with the County Recorder.

Approved and adopted by the City Council of the City of St. Francis on the 6th day of July, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated



**ENGINEERING REVIEW
for the City of St. Francis
by
Hakanson Anderson**

Review No. 1

Submitted to: City of St. Francis

cc: Joe Kohlmann, City Administrator
Jason Windingstad, Public Work Director
Kate Thunstrom, Community Development Director
Beth Richmond, HKGI
Craig Jochum, City Engineer

Reviewed by: Shane Nelson, Assistant City Engineer

Date: June 29th, 2020

**Proposed
Project:** Rivers Edge 4th Addition

Street Location: Not assigned. PID 29-34-24-34-0003

Applicant: St Francis Land Development LLC

Owners of Record: St Francis Land Development LLC

Jurisdictional Agencies: City of St. Francis, MPCA, Anoka County, MDH
(but not limited to)

Permits Required: City Approval, NPDES Construction Permit, MPCA
(but not limited to) Sanitary Sewer Extension Permit, MDH Water Extension,
DNR Appropriation Permit

INFORMATION AVAILABLE

Construction Plans for Rivers Edge 4th Addition, dated 6/16/20, prepared by Campion Engineering Services, Inc.

Final Plat for Rivers Edge 4th Addition, prepared by Wenck Associates

Stormwater Management Plan for Rivers Edge, dated 6/26/20, prepared by Civil Methods, Inc.

Preliminary Plat Submittal Drawings for Rivers Edge, 16 Sheets total, dated 2/28/18, prepared by Campion Engineering Services, Inc. and Wenck Associates

Wetland Delineation Report for Rivers Edge, dated November 27, 2017, prepared by Minnesota Natural Resources

SITE ACCESS / VEHICULAR TRAFFIC

1. It is proposed that the site will gain access from the existing 236th Lane and a northerly extension of 236th Lane.
2. It is proposed that the concrete sidewalk will be extended along the south and east side of 236th Lane.

SEWER AND WATER UTILITIES

1. The plans propose to connect to the existing sanitary sewer and extend 8" PVC sanitary sewer pipe east and north via the 236th Lane alignment, which is acceptable and will provide sewer service to the properties included in this plat.
2. The plans propose to extend the 8" PVC watermain north via the 236th Lane alignment, which is acceptable and will provide water service to the properties included in this plat.

FINAL PLAT

1. No Comments.

STORMWATER MANAGEMENT

1. Stormwater will be managed by stormwater basins that have been constructed in previous phases of this development.

SUMMARY AND/OR RECOMMENDATION

We recommend approval of the Final Plat of Rivers Edge 4th Addition.

City of St. Francis
County of Anoka
Sec. 32, Twp. 34, Rng. 24

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 20____, by Chris Ambour.

My Commission Expires _____

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of **Block 6, EIGHT 4TH ADDITION** was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting held on this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 500.03, Subd. 2.

City Council, City of St. Francis, Minnesota

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 90C.021, dated 11, this plan has been reviewed and approved by _____ day of _____, 20____.

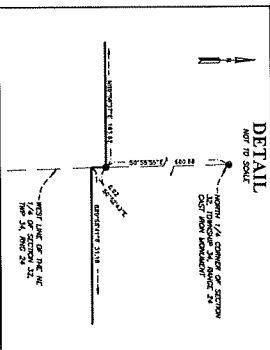
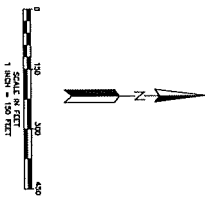
By: _____

Charles F. Gilson
Alameda County Treasurer

COUNTY AUDITOR/TREASURER

PROPERTY TAX PAYER'S NAME

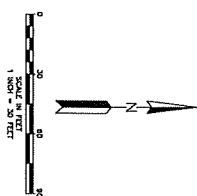
County of Anoka, State of Minnesota



LEGEND

- DENOTES 1/2 INCH X 1/4 INCH IRON PIPE MOUNTMENT FOUND
- DENOTES 1/2 INCH X 1/4 INCH IRON MOUNTMENT SET WITH PLASTIC CAP MARKED RLS NO. 43555
- ⑤ FOUND ANOKA COUNTY MOUNTMENT

DENOTES WET LAND

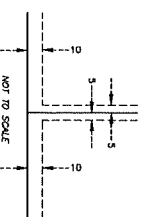


BEARING ORIENTATION NOTE:
THE NORTH LINE OF OUTLOT A BORDERS
EDGE AND ADDITION, IS ASSUMED TO
BEAR S89°35'41"E.

LEONARD

- DENOTES 1/2 INCH X 14 INCH IRON PIPE MONUMENT FOUND
 - DENOTES 1/2 INCH X 14 INCH IRON PIPE MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 4505
 - ◎ FOUND ANOKA COUNTY MONUMENT
- DENOTES WET LAND

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS.



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND BEING 10 FEET IN WIDTH AND ADJOINING FRONT AND REAR LOT LINES, AND ADJOINING STREETS, EXCEPT AS SHOWN.

1	06/14/2020	194 06/14/2020 01T 00:00
NO.	DATE	DESCRIPTION
1	06/14/2020	REVISION

 **CAMPION ENGINEERING SERVICES, INC.**

1000 N. Hwy 240, Suite 200
P.O. Box 240, Suite 200
Plymouth, MN 55441-1212
Phone: 763-479-2172
Fax: 763-479-2173
www.campion-engineering.com

I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

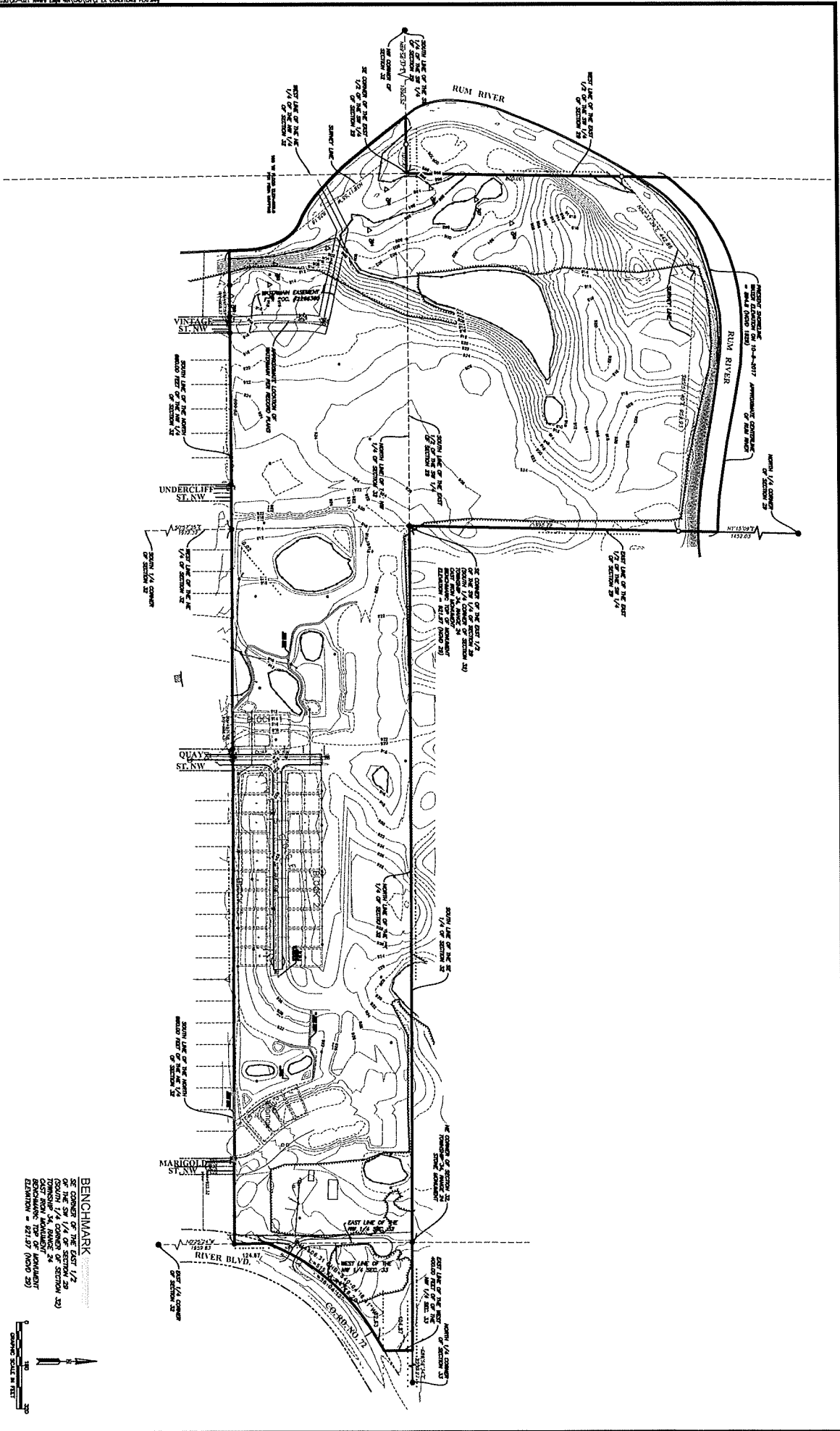
ST. FRANCIS LAND DEVELOPMENT, LLC
ST. FRANCIS, MN

RIVERS EDGE 4TH ADDITION

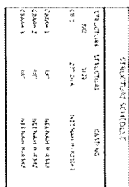
ST. FRANCIS LAND DEVELOPMENT, LLC

ST. FRANCIS, MN

EXISTING CONDITIONS	PROJECT NO.
SHEET NO. 2 OF 10 SHEETS	20-021
DATE:	06/02/2020



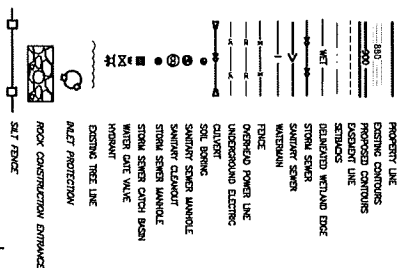
20-021	DATE: 06/02/2022
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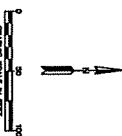
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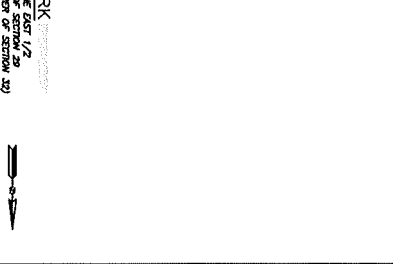
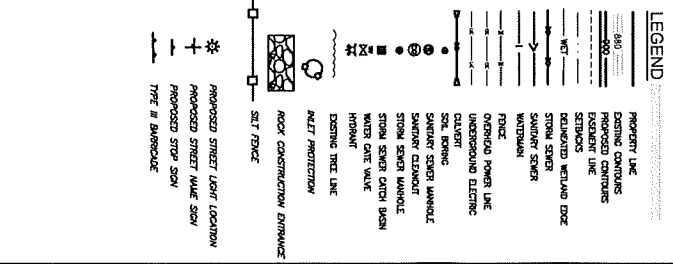
2. INSTALL SILT FENCE AT BACK OF CURB IMMEDIATELY AFTER BACKFILLING.

- ARES SHALL BE SHIPPED 0.05, FOR ELEVATIONS SHOWN ON PLAN REPRESENT SHIPPED ELEVATION



BENCHMARK
SE CORNER OF THE EAST 1/2
OF THE SW 1/4 OF SECTION 28
(SOUTH 1/4 CORNER OF SECTION 32)
TOWNSHIP 34, RANGE 24
CAST IRON MONUMENT
BENCHMARK TOP OF MONUMENT
ELEVATION = 821.97 (NVD 20)

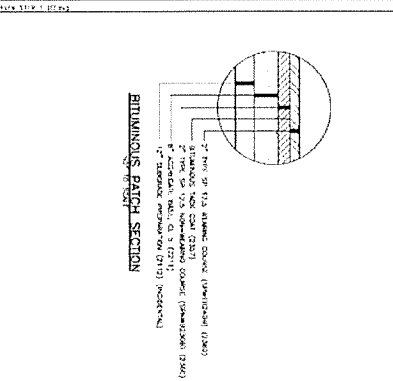
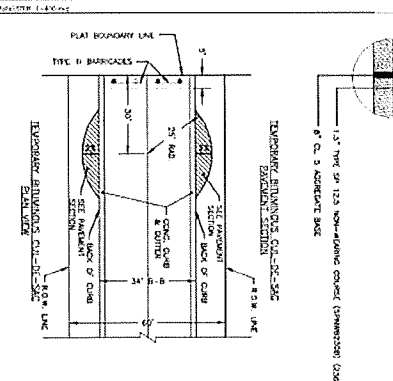
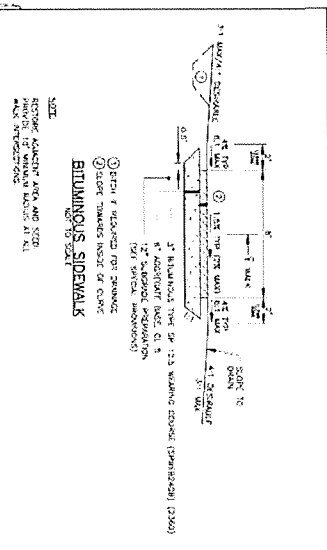
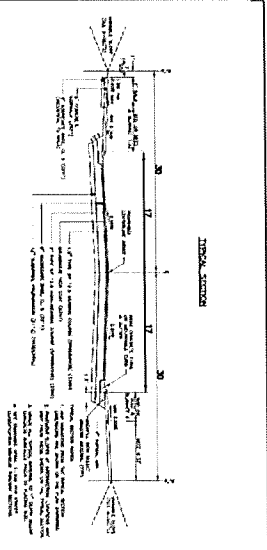




SEE SHEET 3 FOR STORM SEWER NOTES & STRUCTURE SCHEDULE

0
20
100
GRAVITY SOLID 30 IN. DIAM.

RECOMMENDING THE OF INCHES
ELEVATION = 821.87 (ROAD 28)

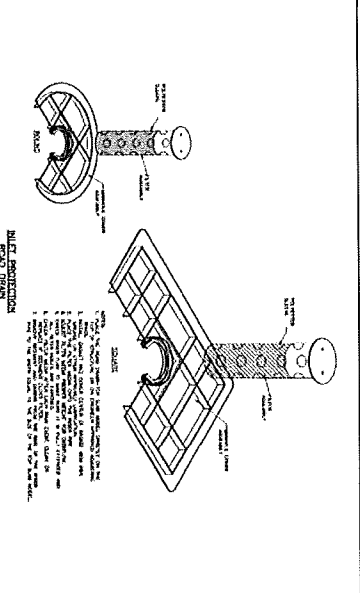
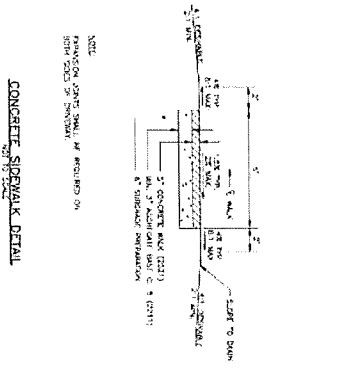


BOLTON & MEINK, INC.	TYPICAL SECTION	St. Francis	DATE: 06/02/2020
1-200		1-200	

BOLTON & MEINK, INC.	BITUMINOUS SIDEWALK DETAIL	St. Francis	DATE: 06/02/2020
1-200		1-200	

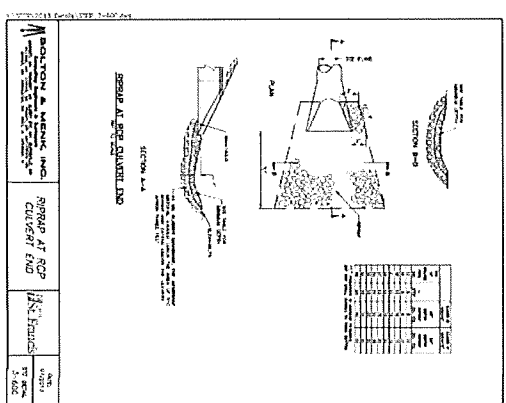
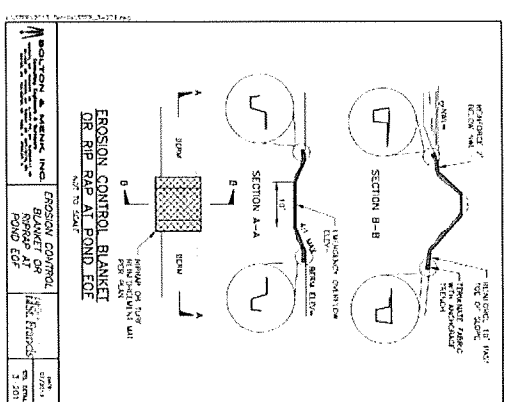
BOLTON & MEINK, INC.	TEMPERARY BITUMINOUS CURB-DE-SAC	St. Francis	DATE: 06/02/2020
1-200		1-200	

BOLTON & MEINK, INC.	BITUMINOUS STREET REPAIR	St. Francis	DATE: 06/02/2020
1-200		1-200	



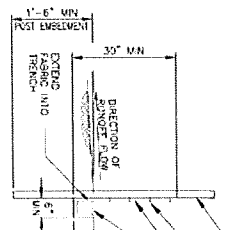
BOLTON & MEINK, INC.	CONCRETE SIDEWALK DETAIL	St. Francis	DATE: 06/02/2020
1-200		1-200	

BOLTON & MEINK, INC.	INLET PROTECTION ROAD DRAIN	St. Francis	DATE: 06/02/2020
1-200		1-200	



BOLTON & MEINK, INC.	EROSION CONTROL BLANKET OR RIP RAP POND EDGE	St. Francis	DATE: 06/02/2020
1-200		1-200	

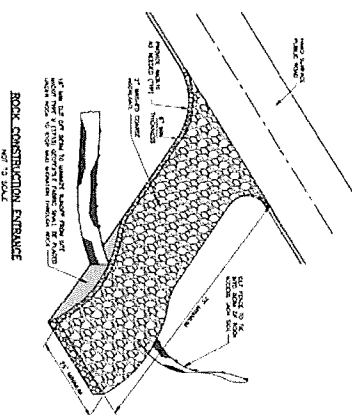
BOLTON & MEINK, INC.	EROSION CONTROL BLANKET OR RIP RAP POND EDGE	St. Francis	DATE: 06/02/2020
1-200		1-200	



MINIMUM LENGTH POSTS AT
6" MAXIMUM SPACING

- STAPLES
- GEOTEXTILE FABRIC, 48" WIDE
- FABRIC ANCHORAGE TRENCH BACKFILL WITH TAPPED NATURAL SOIL

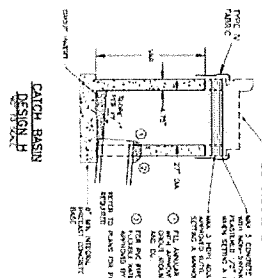
03/2	St. Francis
------	-------------



ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

ROCK CONSTRUCTION E

St. Francis

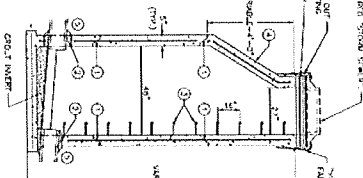
02/2013
 5th floor
 3-5002

~~CATCH BASIN~~
~~DESIGN B~~

BOLTON & BARK, INC.
Landscape Architects & Engineers
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90212
Tel: 310.277.1111
Fax: 310.277.1112
www.boltonandbark.com

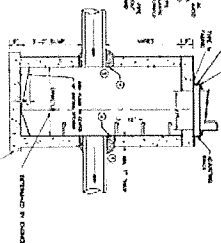
CATCH BASIN
DESIGN H**St. Francis**

07/2013
WFC - 2012-2013
4-107



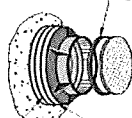
STORM SEWER MANHOLE, DESIGN F
NOT TO SCALE

 BOLTON & MENK, INC. — SPECIALTY CONTRACTORS IN THE CONSTRUCTION OF — STORM SEWERS, SANITARY SEWERS, & WATER MAINS — — 1000 S. 10TH ST., SUITE 100, MILWAUKEE, WI 53233 —	STORM SEWER MAINHOLE DESIGN F	1500 EAST FRANKLIN
---	--	--



~~DEADSPACE SYRINGER WITH SLIP~~
REF TO SCAR #

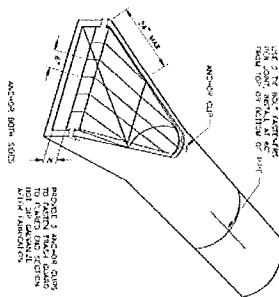
BOLTON & MENK INC. Heating Systems & Services 10000 15th St. S.E. • Bellevue, WA 98004 Phone: (206) 835-1100 • Fax: (206) 835-1101	DRAINAGE STRUCTURE WITH SOUP	1300 FT
--	---	----------------



CASTING & GRADE ADJUSTMENTS-STORMY SPOT-8
 2/1/2004

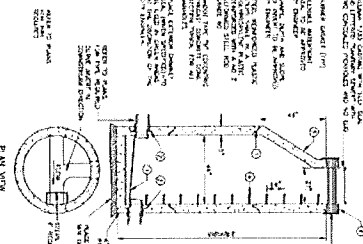
BOLTON & MENK, INC.
Engineering, Designing & Supplying
Specialty Castings in Steel, Iron &
Aluminum • 1000 E. 12th St. • Detroit 26, Mich.
Tel. BR 3-1100 • Telex 251101 • Cable BOLMEN

**CASTING AND
GRADE ADJUSTMENT**
KING DETAIL—STORM



RC APRON TRASH RACK
(STEEL BARS)
NOT TO SCALE

RC APRON
TRASH RACK
(STEEL BARS)



SANITARY MANHOLE

BOLTON & MENK INC. Building Engineers & Architects 1000 Pennsylvania Ave., N.W. Washington, D.C. 20004 Tel. 202-331-1000	SANITARY MANHOLE	DR. FRANK
---	-----------------------------	------------------

2) Users' Id - ea (One Only)		
1	06/16/2020	PER 06/15/2020 CITY RESOL
NO.	DATE	DESCRIPTION
		REASONS



**CAMPION
ENGINEERING
SERVICES, INC.**

• Civil Engineering • Land Planning
 1800 Pioneer Creek Center,
 P.O. Box 240
 Maple Park, MN 56355
 Phone 763-470-5172
 Fax 763-470-4242
 E-Mail: moonshine@earthlink.net

I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

06/02/2020 Date

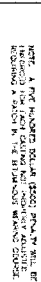
Martha P. Campbell - Lic. # 19601 Date

RIVERS EDGE 4TH ADDITION
ST. FRANCIS LAND DEVELOPMENT, LLC
ST FRANCIS, MN

DETAILS

SHEET NO. 8 OF 10 SHEETS

PROJECT NO: 20-021
DATE: 06/02/20



11:00

DETAIL - SA

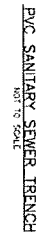


100%

REFERENCES



CONSTITUTION

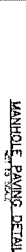


NOT TO SCALE



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

Table 1



SAVING OF

ORGANIC COURSE



10



25

1

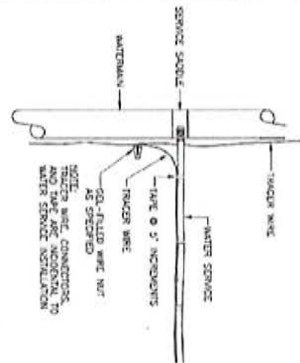


DECLARATION



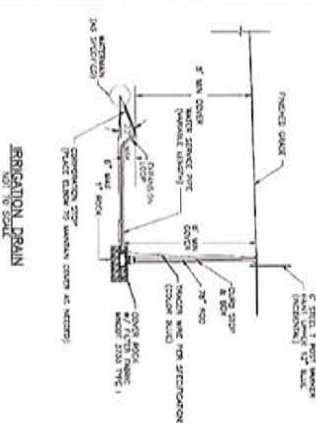
ONSTIRUCHI
TO SCULPT

T	06/07/2020	RD 04/19/2020 ON R-8(3)
N	CAMPION ENGINEERING SERVICES, INC.	* Civil Engineering * Land Planning 1000 Pioneer Creek Center, P.O. Box 244, KS33A Lawrenceville, GA 30046 Phone: 770-971-5172 Fax: 770-971-5422 sales@campion-engineering.com
E	I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and I am a duly Licensed Professional Engineer under the laws of the State of Tennessee. Signature _____ Date: 09/07/2020 Nancy L. Campbell - Lic # TSSS 5355	RIVERS EDGE 4TH ADDITION ST. FRANCIS LAND DEVELOPMENT, LLC ST FRANCIS, MN
P	SHEET NO. 9 OF 10 SHEETS	DRAWING TITLE DETAILS PROJECT NO: 20-021 DATE 06/02/2020



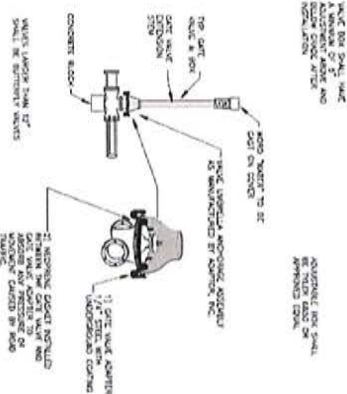
WATER SERVICE TRACER WIRE CONNECTION
NOT TO SCALE

NOT TO SCALE



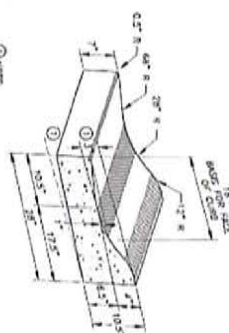
IRRIGATION DRAIN
NOT TO SCALE

Call for Small Volume "Type-and-Wire" Rating
on "MAN-MAC" Rating. See Section 02510 of
SINCLAIR FOR BUILDING PRODUCT SPECIFICATIONS.



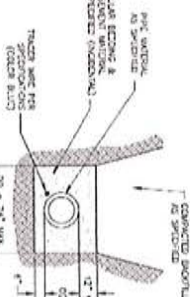
GATE VALVE INSTALLATION

NOT TO SCALE

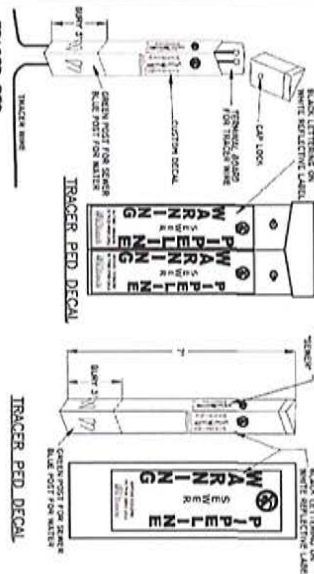


MOUNTABLE
CONCRETE CURB & GUTTER

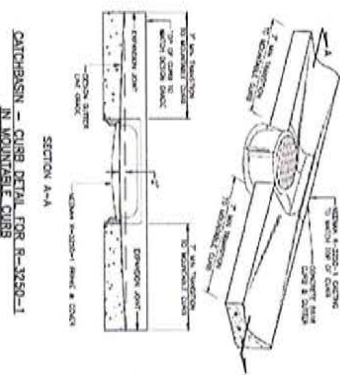
NOT TO SCALE



PVC C-900 WATERMAIN TRENCH
100' TO 500'

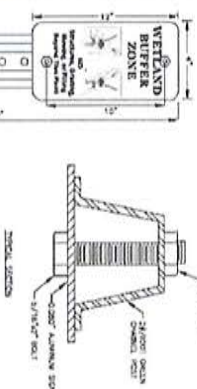


RHINO TRIVIEW TRACER PED/UTILITY MARKER



CATCHBASIN - CURB DETAIL FOR
IN MOUNTABLE CURB

MOUNTAINVIEW CHURCH
WED. 10:30AM



WETLAND BUFFER ZONE SIGN INSTALLATION

Page 41 of 48

[illegible]

**DEVELOPMENT AGREEMENT
RIVERS EDGE 4th ADDITION**

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and St. Francis Land Development, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of RIVERS EDGE 4TH ADDITION on July 6, 2020, said plat legally described in **Exhibit A** attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved Five (5) lots in the this fourth addition, (10 lots in third, 6 lots in second, 23 lots were approved in the first addition) of an expected one hundred twelve (112) Single Family Residential lots; and

WHEREAS, the proposed plat contemplates the dedication of certain streets and roads to be constructed in accordance with applicable ordinances and standards, and with the plans and specifications prepared by the Developer's Engineer as provided herein as **Exhibit B**, which the Developer has reviewed and agrees to be bound by, which is made a part hereof; and

WHEREAS, the proposed plat contemplates the construction of a sanitary sewer, water service and drainage facilities by the Developer within the Property, and with the plans and specifications as provided herein as Exhibit C, which the Developer has reviewed and agrees to be bound by, which is made a part hereof; and

WHEREAS, the City requires that the water, and sewer and drainage facilities constructed upon the Property meet the City's quality standards; and

WHEREAS, pursuant to negotiations between the City and a prior owner of the Property, the prior owner requested and the city agreed to and the City constructed a water main and sanitary sewer in, under and across the Property and deferred the connection fee against the Property for said water and sanitary sewer until development of the Property. The value of the water main and sanitary sewer improvements to the Property is \$389,040.43; and

WHEREAS, the Developer will pay a portion of the \$389,040.43 as part of the approvals for this part of the Property; and

WHEREAS, the Developer desires that after it completes the construction, the City will accept and maintain said streets, roads, sidewalk, trails, water and sewer and drainage facilities that serve said plat; and

WHEREAS, the City requires certain security hereunder to guaranty the proper construction of said streets and road, trails, water and sewer, and drainage facilities and the payment of all costs for labor and materials incurred in connection therewith; and

WHEREAS, the Developer has fee simple title to the property legally described in Exhibit A; and

WHEREAS, the Developer agrees to be fully bound by the terms and conditions of this Development Agreement (hereinafter referred to as "Development Agreement" or "Agreement").

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will provide all labor and materials and construct streets, roads, sidewalk, trails, water and sewer and drainage facilities to adequately serve the plat of RIVERS EDGE 4th ADDITION and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. **Request for Plat Approval.** The Developer is the fee owner of the lands in the City of St. Francis legally described on Exhibit A and has asked the City to approve the plat of RIVERS EDGE 4th ADDITION and the plans for the installation of public and private improvements within the plat of RIVERS EDGE 4th ADDITION (hereinafter referred to as the "plat"). The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval.** The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the _____, 2020, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plans, final grading and storm water plans. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval. Telephone, electric and gas utility lines are to be placed underground in accordance with applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all intersections at Developer's expense; the Developer shall comply with the Agreement and

Waiver Regarding Pre-Approval Grading of Plat known as Rivers Edge; all as a condition of plat approval. The Developer is required to obtain all necessary permits required by Anoka County for the construction of temporary access to County Road 72/Rum River Blvd. NW as a condition of plat approval.

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 may 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. **Phased Development.** The Developer will submit a phasing plan, if any, to the City for review and a determination by the City as to whether the phasing plan will be approved. In the event that the phased development plan is not acceptable to the City, the Developer shall comply with City instructions and resubmit the phasing plan for City review and a determination by the City as to whether the phasing plan will be approved. The City may refuse to approve final plats of subsequent Phases if the Developer has breached this Agreement and the breach has not been remedied.

5. **Development Plans.** The Developer intends to develop the Rivers Edge Planned Unit Development in two or more phases. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. The plat shall be developed according to plans submitted to and approved by the City. The plans shall not be attached to this Agreement. With the exception of Plan A, the plans may be revised, subject to reasonable City approval, after entering the Agreement, but before commencement of any work in the plat. The erosion control plan must also be approved by the City Engineer. If the plans vary from the written terms of this Agreement, the written terms shall control.

The plans are:

Plan A: Plat/Staging Plan

Plan B: Grading Plan
House Pad Locations and Elevations

Plan C: Gravity sanitary sewer service, water service and drainage facilities
Plan

Plan D: Soil Erosion Control Plan and Schedule

6. **Improvements.** The Developer shall install and pay for the following public and private improvements (collectively the "Improvements") as required to be built in accordance with the approved plans:

- A. Site Grading and Ponding and all temporary and permanent erosion control measures
- B. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk
- L. Underground Utilities
- M. Landscaping
- N. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 17, shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's Engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City offices with all parties concerned, including the City staff, to review the program for the construction work. A complete set of reproducible "As Built" utility and grading plans shall be prepared for the City Engineer. The Developer shall provide electronic AutoCAD files to the City Engineer for preparation of the "As Built" plans. A complete set of "As Built" grading plans shall be prepared by the Developer's Engineer. The cost of preparing these plans shall be paid for by the Developer.

* The City has constructed the water and sanitary sewer within the Property. The Developer has benefitted from the water and sanitary sewer improvements constructed by the City on the Property. The prior City Engineer has calculated the benefit received by the Developer for these water and sanitary sewer improvements at \$389,040.43. Based on same, the City shall require that the Developer pay a connection charge of \$389,040.43, and Developer agrees to pay this amount.

The connection charge shall be paid in accordance with the formula as listed in Section 8 of this Agreement.

The Developer also agrees to design all streets and roadways to meet thirty (30) miles per hour design standards and acknowledges and agrees that a minimum of a three hundred (300) foot radius or approved super elevated curve is required to meet this standard. The Developer will submit thickness design calculations to verify that the proposed pavement thickness is acceptable to the City. The Developer shall obtain all necessary approvals from Anoka County for construction traffic off of County Road 72.

The Developer will also submit a signage plan for review and determination of sufficiency by the City.

The Developer will submit a lighting plan for review and determination of sufficiency by the City.

All construction traffic to and from the Property must access the designated construction access at approximately 236th Street.

7. **Security.** To guaranty the compliance with the requirements, provisions, limitations and terms set forth in this agreement, and the installation and construction of improvements in a good and workmanlike manner, pursuant to the plans and specifications and the requirements of the City Engineer, and payment of the costs of all improvements, the Developer shall furnish and deliver to the City a letter of credit, in the form attached hereto (or as deemed acceptable by the City) from an FDIC insured bank ("security") prior to beginning any construction within the plat. The letter of credit shall renew automatically until released by the City. The amount of the security includes all the security requirements set forth in this Agreement and was calculated as follows:

CONSTRUCTION COSTS:

Sanitary Sewer	\$ 15,600.00
Water Main	\$ 22,500.00
Storm Sewer	\$ 23,500.00
Streets	\$ 41,700.00
Erosion Control	\$ 5,100.00
CONSTRUCTION TOTAL	\$108,400.00

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. The Developer may apply to the City Council of the City for a reduction of the security once per month commencing 30 days after the permit for the Sanitary Sewer is issued. The City Council shall respond to this request within 30 days of receipt of the Application for Reduction of Security. 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. It is expressly understood that the 100% Initial Letter of Credit may only be requested to be drawn on by the Developer to be reduced if there is 125% left in total security for the cost of the remaining public improvements. 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. Reductions in the security will be based on the actual work completed based on the bids submitted to the City.

8. Payment of Connection Charges. The Developer and City acknowledge the \$389,040.43 in water and sewer connection charges will be paid off as each individual lot on the Property is platted, less the credits for trunk oversizing.

The Developer installed trunk sanitary sewer and trunk water main in the Rivers Edge 2nd and 3rd Addition, for which the Developer shall receive credit for the actual construction costs.

The Developer shall pay a pro-rata portion of the remaining connection charges concurrent with the execution of this Agreement. The total portion of the water and sewer connection charges paid under this Agreement shall be \$8,840.00.

Summary of Connection Charges

Sewer and Water Connection Charges	\$389,040.43
Charges Paid to Date (Rivers Edge Addition)	\$ 40,672.41
Trunk Sanitary Sewer and Watermain Credit	\$ 66,807.00
Rivers Edge 2 nd Addition Charges	\$ 10,608.00
Rivers Edge 3 rd Addition Charges	\$ 17,680.00
Rivers Edge 4 th Addition Charges	\$ 8,840.00

Outstanding Connection Charges	\$244,433.02
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The remaining amount of the connection charges to be paid from the Developer to the City shall be collected with future phases of the development less any credits for trunk oversizing constructed in future phases of the development.

9. **Summary of Cash Requirements.** The following is a summary of the cash deposit under this Agreement which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Section 22 Escrow (Engineering, City Administration, Legal Expenses)	\$10,000.00
plus charges already on record and incurred by the City	
Park Dedication (\$948 x 5)	\$4,740.00
Connection Charge	\$8,840.00

TOTAL CASH REQUIREMENTS	<u>\$23,580.00</u>
<u>Plus charges already on record and incurred by the City</u>	

The City will utilize the Section 22 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.

10. **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 Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, 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 and costs.

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 7, 8, 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 the 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"), park dedication fees, and building permit fees.

11. **Erosion Control.** Before the site is graded and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in the area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not timely comply with the erosion control plan and schedule or supplementary instructions received by the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not effect the Developer's obligations or City's right hereunder. If the Developer does not reimburse the City for any cost the City incurred for such within thirty (30) days, the City may draw down the letter of credit (referred to in Section 7) to pay any costs. No development will be allowed and no building permits or occupancy certificates will be issued unless the plat is in full compliance with the erosion control requirements.

The Developer further agrees to provide a 30-foot drainage and utility easement around all delineated wetlands. The erosion control measures specified in the Plans shall be binding on the Developer.

12. **Clean Up.** The Developer (and Home Builders) will keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from work. The Developer shall promptly clean dirt and debris from streets resulting from construction work by the Developer, its agents, assigns or purchasers of lots in the plat. If the streets are not cleaned within five (5) calendar days after notice to the developer, the City will undertake the cleaning of the streets and charge the cost of the street cleaning back to the developer.

At the completion of the work, the Developer (and Home Builders) will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean. The Developer (and Home Builders) will restore to their original conditions (including topsoil and seed), those portions of the site not designated for alteration by the Agreement Plans.

13. **Time of Performance.** The Developer shall install all required public improvements except the final wear course in accordance with the approved Plans for the second Phase by October 15th, 2020. The final wear course on streets shall be installed between

August 15 and September 15 the first summer after the base layer of asphalt has been in place for one freeze thaw cycle. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement must have the written approval of the City Engineer and shall be completed by September 15th, 2020, unless an extension is granted. The final wear course may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer. Requests that are not in writing will have no effect on Developer's time of performance. Work on the Improvements to the Property shall be performed between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday.

14. **Title of Plat.** The Developer hereby warrants that it is the full fee owner of the development as of the time of the filing of the final plat for the development, and that any encumbrances will be junior to this Agreement. The Developer agrees to obtain a consent to plat and dedication of streets to City from all mortgagees on the property before the plat will be executed by the City.

15. **Ownership of Improvements.** The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

16. **Claims.** In the event that the City receives claims from labor or materialmen that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers or materialmen are seeking payment out of the financial guarantees posted within 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 100% 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 funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney's fees pursuant to this Agreement. The City will endeavor to notify the Developer of its intention to draw down the letter of credit. The City will give the Developer five (5) days notice, unless the security will expire within thirty (30) days, to deposit with the court an equal amount of cash in lieu of the City drawing down the letter of credit.

17. **Park and Trail Dedication and Improvements.** The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. The Developer shall be providing both land and cash to satisfy its park dedication requirement for the first phase (Rivers Edge). Developer shall dedicate 0% of the required 10% park dedication requirement by providing land for a park; the Developer agrees to dedicate 0 acres of land in the fourth addition and pay \$948/unit for each lot in the fourth addition. Specifically, for this fourth addition, in addition to the dedication of 0 acres as park, Developer shall pay \$948 x 5 lots or \$4,740. Developer shall also be required to satisfy its park dedication requirement for all

subsequent phases of this development at the time it plats that property. The Developer shall pay all park dedication fees in advance of filing of the plat. The Developer will also install a five (5) foot sidewalk on at least one side of every street in RIVERS EDGE 4th ADDITION as approved by the City Engineer. Developer shall also install an eight (8) foot bituminous trail along the west side of Quay Street (which continues this trail from Rum River Bluffs). The sidewalk and trail do not satisfy any portion of the park dedication requirement.

18. **Landscaping.** The Developer or Builder shall plant two trees on every lot in the plat. The tree shall be selected from among the following species: The Developer or Builder shall provide landscaping and ground cover consistent with Section 10-20-4 of the City's Zoning Ordinance, all in accordance with the Landscape Plan submitted by Developer and approved by City.

Maples (including Norway, "Schwedler and Sugar") Linden, American (Basswood)
Linden, Littleleaf (and varieties "Greenspire" and "Redmond")
Honeylocust (and varieties "Imparial", "Skyline" and "Sunburst")
Hackberry
Oak

The minimum tree size shall be two inches caliper, either bare root in season or balled and burlapped. The trees shall not be planted in the boulevard. The Developer shall assure that the front and side yards of each lot are properly graded, four inches of topsoil added, sod laid to complete front yard (including right-of-way) (seeding will be allowed in front yard if a sprinkler system is also installed), and seeding or sod to remainder of disturbed area of lot. Weather permitting, the trees, sod, and seed shall be planted before Certificates of Occupancy are issued for a lot. All required trees and sodding/seeding shall be provided within ninety (90) days after completion of the home/building construction or before a Certificate of Occupancy is issued for a house, whichever comes first. In the event that weather conditions prohibit the planting of trees and sodding/seeding, the Developer or Builder shall provide proof of escrow or financial security in the amount of \$300.00 per tree and \$2,000.00 for sodding/seeding of the property. All required trees and sodding/seeding shall be provided no later than October 1 of every year, unless an extension is granted by the City. Once the required trees have been planted, the City will release the security.

A plan showing the location and proposed style of mailboxes to be used in the plat shall be submitted to the City for approval. Individual mailboxes on each lot will not be acceptable. Groupings of mailboxes will be required. The Developer should review mailbox placement with the U.S. Postal Service for its comments regarding same.

19. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The one-year warranty period on streets shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development has been accepted by the City Council as documented in official City minutes. The two-year warranty period for underground utilities shall commence after all

required testing has been completed and the bituminous base course pavement has been installed. Additionally, all trees grass and sod, shall be warranted to be alive, of good quality and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall deliver a letter of credit (the "Warranty Letter of Credit") or other security acceptable to the City in the amount of twenty-five (25%) of final certified construction costs to secure the warranties once the wear course has been installed. The City shall retain twenty-five percent (25%) of the security previously delivered by the Developer (the letter of credit provided pursuant to paragraph 7 above) until the Warranty Letter of Credit is furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The security shall not be released until the expiration of the warranty period, and if any claims shall be made within the warranty period, the security shall not be released until such claims have been resolved.

20. **Construction of Model Homes.** The Developer shall be permitted to construct one (1) model home on the Property. Developer may commence construction of this model home only after the requirements of paragraph 3 above has been complied with and the streets have been completed except for the asphalt (a gravel street is in place). The Certificate of Occupancy for the model home will not be issued by the City until the Developer has completed the installation of the first lift of asphalt on the streets within this first phase of the Property and all other improvements are complete and accepted by the City.

21. **Developers Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance, unless this agreement provides for greater notice. This Agreement 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 upon the Property to recover the costs. 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 as provided herewith.

22. **City Engineering Administration and Construction Observation.** Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering, administration and legal costs incurred by the City. City engineering and administration will include monitoring of construction, plat review, plan review, 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 requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$15,000.00 escrow plus payment of charges already on record incurred by the City, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the

work has been completed and the Developer has fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Paragraph 11 for erosion control prior to final inspection.) Legal fees shall include drafting of this Development Agreement and other associated documents for this Development title review and advice and counseling with the City Engineer, City Administrator and City staff. In the event that work is performed on the Property by a consultant of the City, the City shall provide to Developer itemized billing statements showing the time spent, name of company performing the work, and a general description of the work performed.

23. Miscellaneous.

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. 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 under this Agreement.

C. Breach of the terms of this Agreement or the conditions of the Resolution approving Final Plat 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 not for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The City will not issue any building permits prior to the first lift of bituminous base pavement on the streets, concrete sidewalk, bituminous trail, and underground utility installation; except the City will allow up to one (1) building permit to be issued for model homes after installation of utilities (including testing and a determination that the utilities are operational), but before pavement of the streets with bituminous surface.

If building permits are issued for a model home prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its Contractors, subcontractors, materialmen, employees, agents, or third parties. The Developer will be responsible for maintenance of the streets, including but not limited to winter plowing, until they are paved.

F. 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.

G. The Developer represents to the City to the best of its knowledge that the plat is not of "metropolitan significance" and that an environmental impact statement is not required. If the City or another governmental entity or agency determines that such a review is needed, however, the Developer shall prepare it in compliance with legal requirements so issued from the agency. The Developer shall reimburse the City for all expenses, including staff time and attorney's fees, the City incurs in assisting in preparation of the review.

H. This Agreement shall run with the land and shall be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that 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 interest in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for the property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$250,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City and consulting engineer shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

J. 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 waiver of the right to exercise at any time thereafter any other right, power or remedy.

K. The Developer may not assign this Agreement without the prior written permission of the City Council, which permission shall not be unreasonably withheld. 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.

L. The Developer shall clean and televise all sanitary mains and manholes along with all storm mains and storm water structures prior to acceptance by the City. The Developer shall provide electronic files of videos and logs of PACP certified inspections of sanitary and storm water infrastructure.

N. The Developer shall supply a copy of this Development Agreement to all Home Builders and persons who purchase lots from the Developer. The Developer will point out to purchasers their obligations regarding Erosion Control, Clean Up, and Landscaping described in paragraphs 8, 9 and 15 above. The terms and provisions of this Development Agreement, with the exception of Erosion Control, Clean Up and Landscaping described in paragraphs 8, 9 and 15 above shall not be binding upon the owners of an individual unit and shall not be deemed to run with the title of the individual unit of the development. This provision does not release any future developer or the developer's successors or assigns from the terms and provisions of this Development Agreement.

O. The Developer shall remove all debris from the development prior to the issuance of the first building permit.

P. The Developer will comply with all issues and directions of the City Engineer.

24. **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 registered mail at the following address:

St. Francis Land Development, LLC

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

St. Francis City Hall
23340 Cree Street N.W.
St. Francis, MN 55070
ATTN: City Administrator

25. **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.

26. **Indemnification.** The Developer hereby agrees to indemnify and hold the City and its officials, employees, Contractors and agents harmless from claims made by itself and 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.

SIGNATURES APPEAR ON NEXT PAGE

DEVELOPER:

ST. FRANCIS LAND DEVELOPMENT, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument has been acknowledged before me this _____ day of _____, 2020, by _____, the Officer of St. Francis Land Development LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

DOCUMENT DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
(763) 780-8500 (DRS)

2004976_1

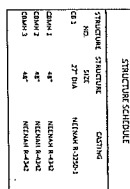
EXHIBIT A
LEGAL DESCRIPTION

Part of Outlot A, Rivers Edge, Anoka County, Minnesota

EXHIBIT B

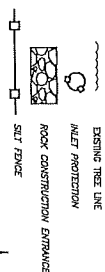
**PLANS AND SPECIFICATIONS
FOR STREETS WITHIN PLAT OF
RIVERS EDGE**

20-021	DATE
06/02/2020	



1. ALL STORM SEWER SHALL BE RCP CLASS 3 UNLESS OTHERWISE NOTED.
2. INSTALL SET FENCE AT BACK OF CURB IMMEDIATELY AFTER BACKFILLING.
3. ALL CURB BAYON CASTINGS IN CURB SHALL BE SUMPED 0.15'. ALL MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05'. RPA ELEVATIONS SHOWN ON PLAN REPRESENT SUMPED ELEVATIONS.

	PROPERTY LINE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EASEMENT LINE
	SETBACKS
	DELIMITED WETLAND EDGE
	STORM SEWER
	SANITARY SEWER
	WATERMAIN
	FENCE
	OVERHEAD POWER LINE
	UNDERGROUND ELECTRIC
	CULVERT



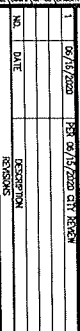
BENCHMARK
SE CORNER OF THE EAST 1/2
OF THE SW 1/4 OF SECTION 29
(SOUTH 1/4 CORNER OF SECTION 32)
TOWNSHIP 34, RANGE 24
EAST 10TH ADJUTANT
BENCHMARK: TOP OF MONUMENT
ELEVATION = 921.87 (MWD 28)



0
50
100
OUTLINE SCALE IN FEET

EXHIBIT C

**GRAVITY SANITARY SEWER SERVICE, WATER SERVICE
AND DRAINAGE FACILITIES PLAN**



• Civil Engineering • Land Planning
1800 Pioneer Creek Center,
P.O. Box 240
Maple Park, MN 55358
Phone: 763-470-5172
Fax: 763-470-4242
E-Mail: mtcamp@earthlink.net

under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

06/02/2020 Date: *Mark P. Campton*

Mark P. Campton - Lic # 190071

RIVERS EDGE 4TH ADDITION
ST. FRANCIS LAND DEVELOPMENT, LLC
ST FRANCIS, MN

SANITARY SEWER & WATERMAIN
236TH LANE NW
SHEET NO. 4 OF 10 SHEETS

PROJECT NO:	20-02
DATE:	06/02/1

SEE SHEET 3 FOR SANTARY SEWER & WATERMAIN NOTES

BENCHMARK
SE CORNER OF THE EAST 1/2
OF THE SW 1/4 OF SECTION 29
(SOUTH 1/4 CORNER OF SECTION 32)
TOWNSHIP 34, RANGE 24
EAST 1/4 OF THE
SECTION 29 OF TOWNSHIP
34, RANGE 24
EAST 1/4 OF SECTION 29
ELEVATION = 921.97 (MWD 29)

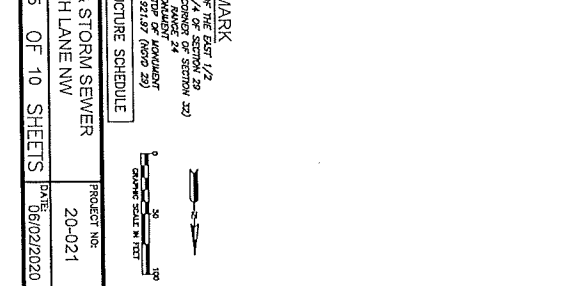
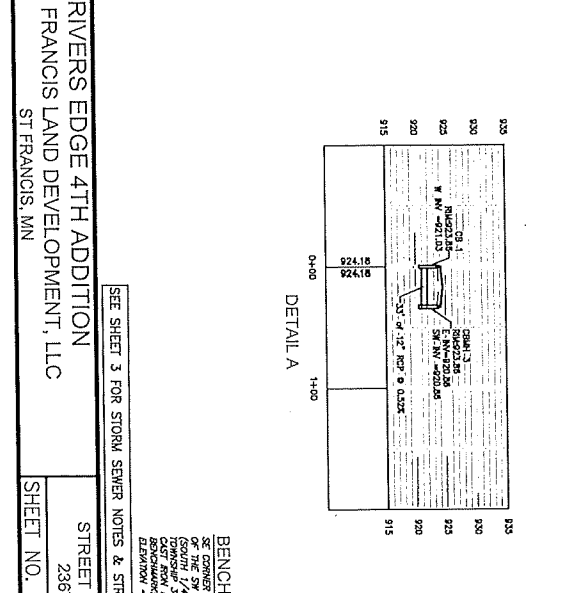
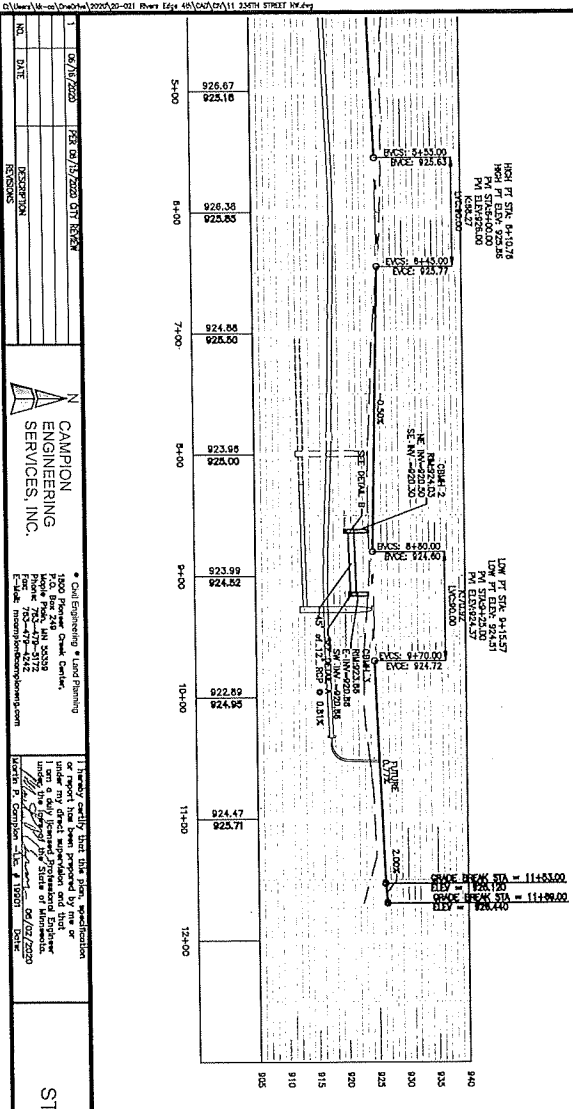
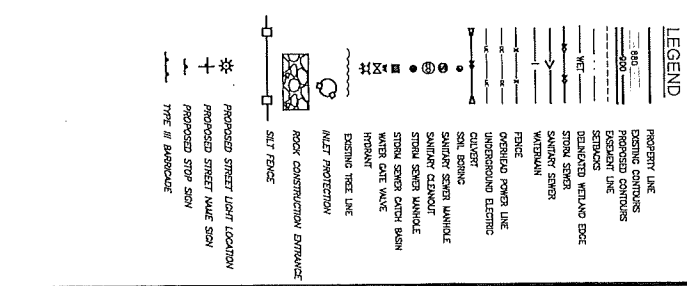
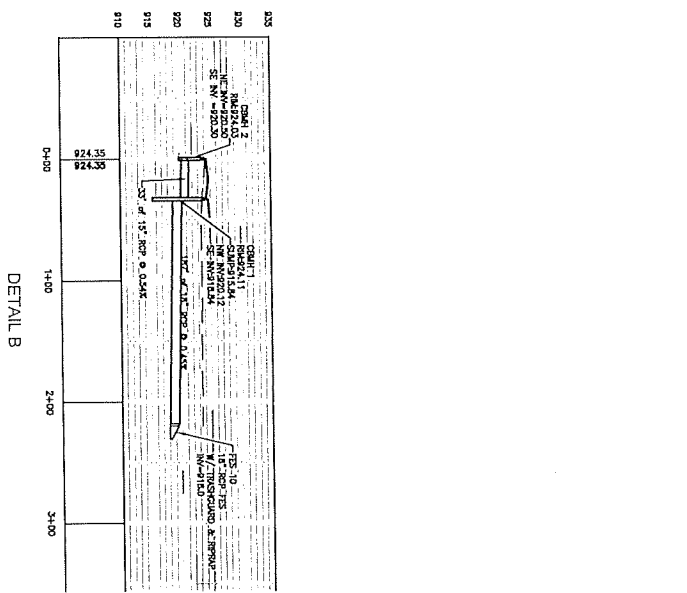
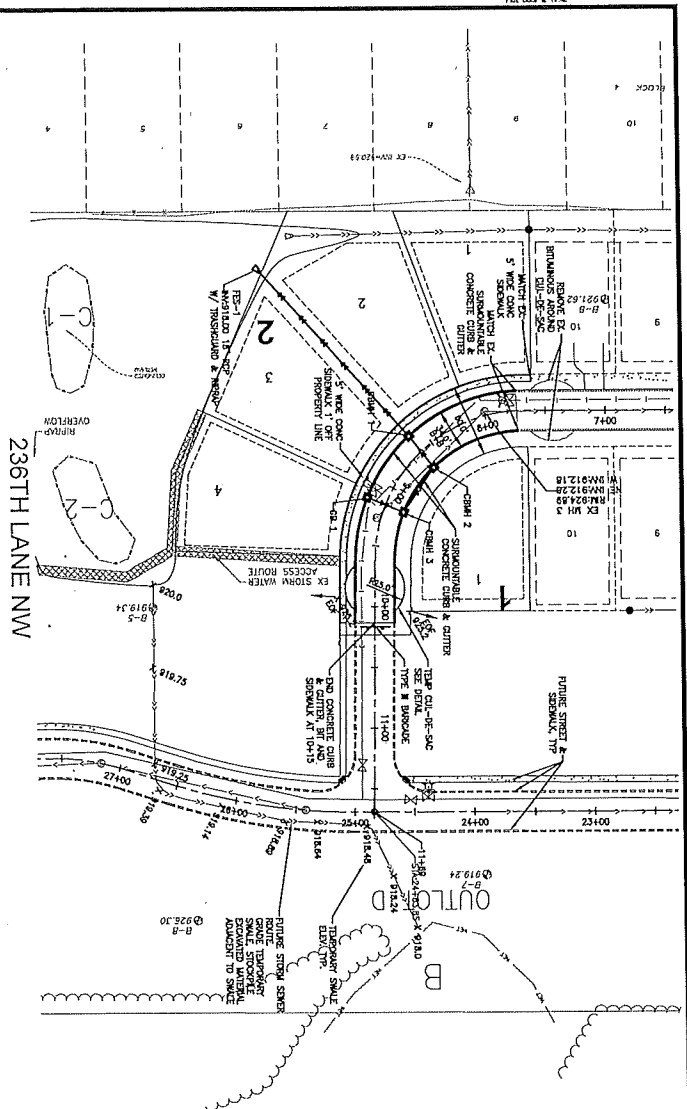
BENCHMARK
SE CORNER OF THE EAST 1/2
OF THE SW 1/4 OF SECTION 29
(SOUTH 1/4 CORNER OF SECTION 352)
TOWNSHIP 34, RANGE 24
CAST IRON MONUMENT
BENCHMARK: TOP OF MONUMENT
ELEVATION = 921.97 (MWD 28)

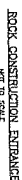
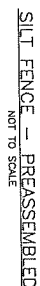
0 50 100
GRAPHIC SCALE IN FEET

LEGEND

[illegible]

S. 04-27	DISTANCE OF SAN SERVICE WYE FROM DOWNSTREAM M
50'	SERVICE LENGTH
933.0	SEWER SERVICE AT 10' PAST PROPERTY LINE
2R	RISER HEIGHT, TYP
M=04-30	DISTANCE OF WATER SERVICE FROM DOWNSTREAM M

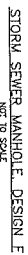




7-5705-2012 09/25/12



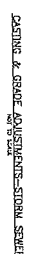
DATE 07/2013	ST. FRANCIS SFA, NCAL 4-101
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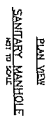
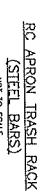
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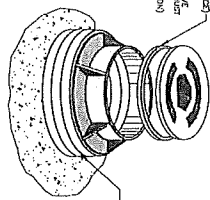
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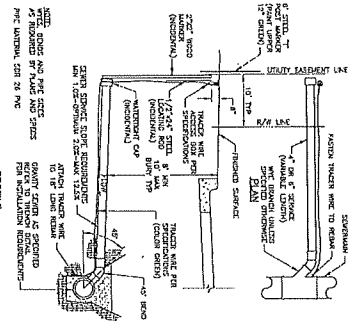
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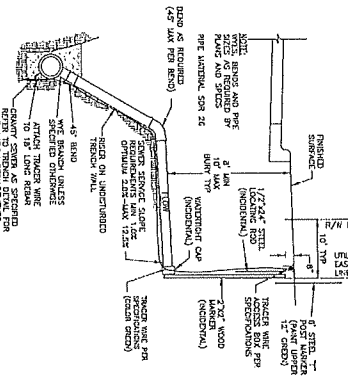
1	16/10/2020	16/10/15/2020 01:16:20	 N CAMPION ENGINEERING SERVICES, INC. ● Civil Engineering & Land Planning 10000 15th Avenue, NW Suite 200, Seattle, WA 98148 Phone: 206.440.5333 Mobile: 206.440.5333 Fax: 206.440.5333 E-Mail: info@stfrancisland.com	I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota. <i>Michael J. Francis</i> 06/12/2020 Michael J. Francis, P.E. 10000 15th Avenue, NW, Suite 200, Seattle, WA 98148	RIVERS EDGE 4TH ADDITION ST. FRANCIS LAND DEVELOPMENT, LLC ST FRANCIS, MN	DATE 06/02/2020
SHEET NO. 8 OF 10 SHEETS			DETAILS	20-021		



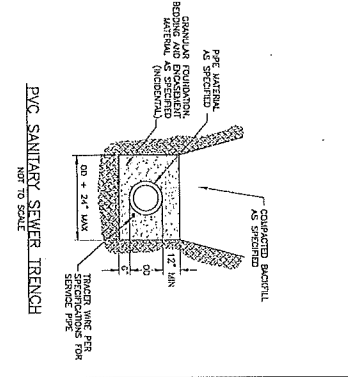
CASTING & GRADE ADJUSTMENT - SANITARY SEWER
NOT TO SCALE



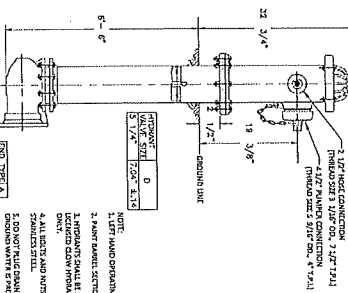
SANITARY SEWER SERVICE
NEW CONSTRUCTION
NOT TO SCALE



SANITARY SEWER SERVICE RISER
NEW CONSTRUCTION
NOT TO SCALE

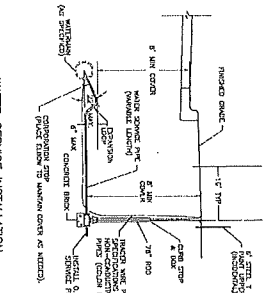
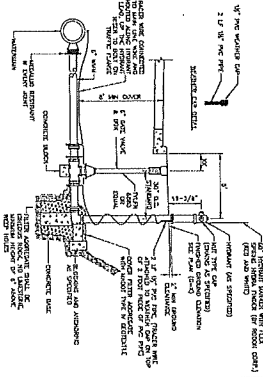
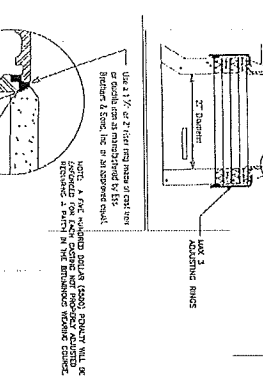
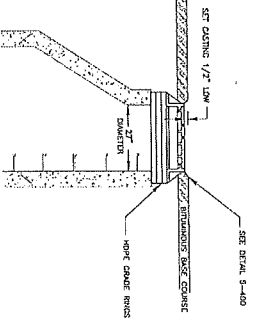
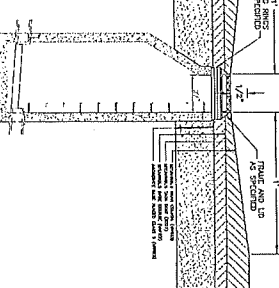


PVC SANITARY SEWER TRENCH
NOT TO SCALE



SLOW MEDICATION HYDRANT
NOT TO SCALE

MANHOLE PAVING DETAIL
NOT TO SCALE



WATER SERVICE INSTALLATION
NEW CONSTRUCTION
NOT TO SCALE

NO.	DATE	DESCRIPTION	REVISIONS
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2	06/15/2020	PG 06/15/2020 DIT REVISION	
3	06/15/2020	PG 06/15/2020 DIT REVISION	
4	06/15/2020	PG 06/15/2020 DIT REVISION	
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6	06/15/2020	PG 06/15/2020 DIT REVISION	
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100	06/15/2020	PG 06/15/2020 DIT REVISION	

CAMPION ENGINEERING SERVICES, INC.
1000 N. 10th St., Suite 200
Minneapolis, MN 55412
Phone: 763-477-0172
Fax: 763-477-0173
www.campioneng.com

I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

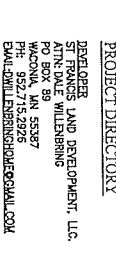
ST. FRANCIS LAND DEVELOPMENT, LLC
ST. FRANCIS, MN

PROJECT NO. 20-021
SHEET NO. 9 OF 10 SHEETS
DATE: 06/02/2020

EXHIBIT D

SOIL EROSION CONTROL PLAN AND SCHEDULE

TOLL FREE 1-800-252-1188



PROJECT DIRECTORY

City Council
AGENDA REPORT
Agenda Item #
9A

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Ordinance Amendment – Drive Thrus
DATE: July 6, 2020

OVERVIEW

At the June 1st Council meeting, Beth with HKGi presented the first reading of a Drive Thru ordinance amendment proposed for the B1 and B2 Commercial Districts. From that, Staff discussions identified that we would like to clarify how this would look in the Downtown area at our next team meeting.

On June 15th, staff requested that Council “continue” the second reading until the July 6th meeting to further review the ordinance. Staff and consultants met on June 25th and determined that this ordinance needed additional conversations with the Planning Commission and Council. Staff will move these conversations through the process when the zoning ordinance is updated as part of the Comprehensive plan updates.

Tonight Staff is requesting that instead of moving forward with the Second Reading that Council “Table” the ordinance amendment. This ordinance will be part of the Zoning Code updates.

ITEMS TO BE DISCUSSED:

Staff requests Council to make a motion to table the Second Reading of the Ordinance Amendment of Drive Thrus

ATTACHMENTS:

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9B

TO: Joe Kohlmann, City Administrator
FROM: Jason Windingstad, Public Works Director
SUBJECT: Purchase Hustler super 104 wide area mower
DATE: July 6th 2020

OVERVIEW: The Parks department currently is mowing with two 60-inch zero turn mowers and a 12-foot batwing mower coupled to the front of our Belos sidewalk snow removal machine. With the Belos being 13 years old and also being used for mowing during the that time it has accrued years of added maintenance cost. At the time of purchase the parks department was mowing roughly 30 acres of land, now currently mowing 83 acres. The Belos is no longer efficient, reliable, nor safe for our mowing application moving forward. With the amount of acreage being mowed each week there is an immediate need to take the Belos out of the mowing line up and purchase the Hustler 104 wide area mower.

The wide are mower was set to be purchased in 2023 in the amount of \$ 65,000.00. We as a team have looked at and tested the Hustler 104 and found that will do everything we need it to do for a lot less money than projected.

ACTION TO BE CONSIDERED:

Motion to approve the Public Works department to purchase a Hustler super 104 wide area mower in the state contract amount of \$25,866.00.

BUDGET IMPLICATION:

Utilize money from cities CIP

Attachments: Quote for Huster 104 Wide and comparable 96" Toro



Estimate

Date	Estimate No.
6/2/2020	27001

7575 Highway 10 NW
Ramsey, MN 55303

Name/Address

City of St. Francis
Jeremy Shook
23340 Cree St. NW
St. Francis, MN 55070
763-233-5200

Rep	FOB
DSR	Ramsey, MN

Item	Description	Qty	Rate	Total
939470	Hustler Super 104, Vanguard Bld Block 37 EFI with Engine Guard Oil System	1	32,648.00	32,648.00
Rebate	25% Bld Asslst	1	-8,162.00	-8,162.00
606843	S104 Flex Forks	1	467.00	467.00
606671	Wing Flex Fork Kit	1	446.00	446.00
123618	Wing Support Kit - Flex Fork Install	1	467.00	467.00

Total \$25,866.00

Phone #	Fax #
763-421-9081	763-433-8387
info@elitelift.com	
www.elitelift.com	

Signature _____

Please sign and date above if you approve this proposal. Customer cancellations may be subject to restocking charges, as well as, inbound and outbound freight charges.



Toro Equipment Proposal



City of St Francis

Quote Date: 6.30.2020

Quote Id# Q00549

Award Price Type: OMNIA

Contract # n/a

Attn: Mr. Jason Windingstad

Thank you for allowing us the opportunity to partner with you on your equipment needs. We are pleased to submit this equipment proposal for your review. All of the proposed Toro equipment meets, or exceeds, ANSI Safety Specifications.

Quantity	Model #	Product Name	Unit Award Price	Extended Award Price
1	74090	Toro Z Master 7500 Gas 96" Turbo Force Deck	\$26,766.18	\$26,766.18

Omnia Partners contract pricing

City of St. Francis will need to register with Omnia Partners to receive the quoted pricing

Award Price Subtotal **\$26,766.18**

Award Price Total **\$26,766.18**

- Terms: Net 30 day (if not financed)
- Quote valid for 30 days
- Set-Up and Delivery at No Charge
- 2.5% Service Fee to be applied to all invoices paid via Credit Card

Please do not hesitate in contacting us with any questions.

Bob Frank, SCPS
Outside Sales Representative
612-877-0837
bob.frank@mtidistributing.com

Mandi Prinsen, SCPS
Inside Sales Representative
800-492-6344
mandi.prinsen@mtidistributing.com

MTI Distributing, Inc. • 4830 Azelia Avenue North, Suite 100 • Brooklyn Center, MN 55429

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9C

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Driveway Reimbursement Policy
DATE: July 6, 2020

OVERVIEW:

The 2020 Street Reconstruction and Watermain Improvement Project is under construction. The City is removing and replacing a portion of the existing driveways to match them to the new concrete curb and gutter and in some cases to replace the existing water service and shut off.

The existing driveway is cut at the match point and repaved after the new curb is installed. Several property owners would like to repave their entire driveway in lieu of the having the patch. In most cases these driveways are in very poor condition and are ready for replacement. These property owners have requested consideration for reimbursement of that portion of driveway that the City was going to replace as part of the project.

If Council approves the reimbursement requests Staff recommends that:

1. The property owner would be responsible to have their driveway replaced by their own contractor.
2. The property owner shall complete and submit a Driveway Permit Application along with the required fees. The application is attached for reference.
3. The City reimbursement is made to the property owner after all work is complete and the permit is closed.

ACTION TO BE CONSIDERED:

Staff is requesting direction regarding reimbursement requests for a portion of the driveway as discussed above.

BUDGET IMPLICATION:

The average replacement cost of the driveways is \$400 when the water service is not in the driveway and \$800 when the water service is in the driveway. No additional costs will be incurred by the City for reimbursement of the driveways other than staff time to facilitate the reimbursement.

ATTACHMENTS:

1. Driveway Permit Application



Driveway Permit Application

Permit No: _____

23340 Cree Street NW
St. Francis, MN 55070
Phone: 763-753-2630
Email: bldginsp@stfrancismn.org

Minimum of 2 Days' Notice Required for Inspections

Site Address: _____

Property Identification Number: _____ # of Acres: _____

Owner Name: _____ Applicant Name: _____

Address: _____ Address: _____

City/State: _____ City/State: _____

Homeowner email: _____ Applicant email: _____

Contact: _____ Phone: _____ Fax: _____

Certificate of survey or an accurate, dimensioned site plan showing location of proposed driveway/parking pad.
(First 5' of driveway may not exceed 24' width at street)

Project Type: _____ Driveway _____ Parking Pad (Less than 500 sq. ft.) _____ New/Extension
_____ Full Replacement _____ Relocating

Sq. Ft. of Proposed Surface: _____ Sq. Ft. of Lot: _____

Surface Type: _____ Bituminous _____ Concrete _____ Pavers _____ Similar _____ Class 5

Use: _____

The undersigned acknowledges that he/she has read this application and the above information is correct and accurate. Applicant also understands by signing this application that he/she could be held responsible as representative of this project for any violation of compliance with all applicable laws and ordinances of the City of St. Francis.

Signature of Applicant or Authorized Agent

Print Name of Applicant

Date

Notice: This is an application only. Permit will be issued after City approval and payment of fees.
Work is not authorized to begin prior to issuance.

***** FOR OFFICE USE ONLY *****

Signatures Required:	Signature/Date	Fees:
Zoning:	_____	Total Fees:
Building:	_____	Under 75' - length \$50 + \$250 Escrow
		Over 75' - length \$ 100 + \$500 Escrow
		Over 600' - length \$350 + \$2000 Escrow

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9D

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: 2019 Water Meter Replacement Project – Final Payment

DATE: July 6, 2020

OVERVIEW:

Attached is the Final Payment for the 2019 Water Meter Replacement Project. The Final Payment of \$11,560.31 releases the 2% retainage. The original contract amount for this project was \$604,812.95. The final contract amount is \$578,015.72.

ACTION TO BE CONSIDERED:

Consider approval of the Final Payment for the 2019 Water Meter Replacement Project.

BUDGET IMPLICATION:

This payment will be paid by the leasing company.

ATTACHMENTS:

FINAL PAYMENT FORM AND DOCUMENTATION

**FINAL PAYMENT
CITY OF ST. FRANCIS
2019 Water Meter Replacement Project**

Date: May 12, 2020

Honorable Mayor and Council Members
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: 2019 Water Meter Replacement Project
Contractor: Ferguson Waterworks
Contract Amount: \$604,812.95
Award Date: July 18, 2019
Completion Date: December 13, 2019

Dear Honorable Mayor and Council Members:

The following work has been completed on the above-referenced project by Ferguson Waterworks:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	FURNISH AND INSTALL 3/4" METER, REGISTER & MIU (SHORT 3/4")	861	EACH	\$ 301.02	\$ 259,178.22	1,014	\$ 305,234.28
2	FURNISH AND INSTALL 1" METER, REGISTER & MIU	4	EACH	\$ 374.87	\$ 1,499.48	16	\$ 5,997.92
3	FURNISH AND INSTALL 2" PD METER, REGISTER & MIU	28	EACH	\$ 858.49	\$ 24,037.72	12	\$ 10,301.88
4	FURNISH AND INSTALL 1 1/2" PD METER, REGISTER & MIU	1	EACH	\$ 796.74	\$ 796.74	13	\$ 10,357.62
5	FURNISH AND INSTALL 2" COMPOUND METER, REGISTER & MIU	6	EACH	\$ 1,873.24	\$ 11,239.44		\$ -
6	FURNISH AND INSTALL REGISTER AND MIU TO RETROFIT EXISTING METERS	854	EACH	\$ 233.14	\$ 199,101.56	618	\$ 144,080.52
7	FURNISH AND INSTALL BALL VALVE - 3/4" OR 1"	150	EACH	\$ 142.90	\$ 21,435.00	8	\$ 1,143.20
8	CONTINUOUS METER READING	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00
9	MOBILE DATA COLLECTION SYSTEM	1	LUMP SUM	\$ 9,100.00	\$ 9,100.00	1	\$ 9,100.00
10	FIXED NETWORK DATA COLLECTOR SYSTEM	1	LUMP SUM	\$ 51,580.00	\$ 51,580.00	1	\$ 51,580.00
11	SYSTEM SOFTWARE	1	LUMP SUM	\$ 12,600.00	\$ 12,600.00	1	\$ 12,600.00
12	SETUP, TRAINING AND TECHNICAL SUPPORT	1	LUMP SUM	\$ 4,250.00	\$ 4,250.00	1	\$ 4,250.00
13	FURNISH AND INSTALL 2" TURBINE METER, REGISTER & MIU	1	EACH	\$ 1,032.69	\$ 1,032.69	1	\$ 1,032.69
14	FURNISH AND INSTALL 2" COMPOUND UME, REGISTER & MIU	7	EACH	\$ 1,116.74	\$ 7,817.18	7	\$ 7,817.18
15	FURNISH AND INSTALL 3" COMPOUND UME, REGISTER & MIU	1	EACH	\$ 1,486.74	\$ 1,486.74	1	\$ 1,486.74
16	FURNISH AND INSTALL 3" COMPOUND METER, REGISTER & MIU	1	EACH	\$ 2,917.70	\$ 2,917.70	1	\$ 2,917.70
17	FURNISH - R900 V4 MIU	7	EACH	\$ 81.25	\$ 568.75	7	\$ 568.75
18	FURNISH - 2" T10 REGISTER	1	EACH	\$ 75.64	\$ 75.64	1	\$ 75.64
19	FURNISH BALL VALVE	4	EACH	\$ 17.90	\$ 71.60	4	\$ 71.60
20	MOBILE DATA COLLECTION SYSTEM - DEDUCT	1	LUMP SUM	\$ (600.00)	\$ (600.00)	1	\$ (600.00)

Total Work Completed	\$ 578,015.72
LESS PAY ESTIMATE NO. 1:	\$ 197,083.64
LESS PAY ESTIMATE NO. 2:	\$ 203,720.31
LESS PAY ESTIMATE NO. 3:	\$ 72,957.40
LESS PAY ESTIMATE NO. 4:	\$ 92,694.06
WE RECOMMEND FINAL PAYMENT OF:	\$ 11,560.31

FINAL PAYMENT
CITY OF ST. FRANCIS
2019 Water Meter Replacement Project

APPROVALS:

CONTRACTOR: Ferguson Waterworks

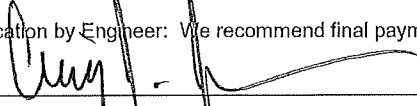
Certification by Contractor: I certify that all items and amounts are correct and final for all work.

Signed:  _____

Title: Business Development Mgr Date: 6-5-2020

ENGINEER: HAKANSON ANDERSON

Certification by Engineer: We recommend final payment for work and quantities as shown.

Signed:  _____

Title: City Engineer Date: 6/25/20

OWNER: CITY OF ST. FRANCIS

Signed: _____

Title: _____ Date: _____

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

Bond No K15365481

PROJECT:
(name, address) City of St. Francis 2019 Water Meter Replacement Project in St. Francis, Minnesota.

TO (Owner)

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

☐ **ARCHITECT'S PROJECT NO:** N/A
CONTRACT FOR: Water Meter Replacement

☐ **CONTRACT DATE:** July 18, 2019

CONTRACTOR: Ferguson Enterprises, LLC dba Ferguson Waterworks

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106

, SURETY COMPANY

on bond of (here insert name and address of Contractor)

Ferguson Enterprises, LLC dba Ferguson Waterworks
1694 91st Avenue, NE, Blaine, MN 55449

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this

15th day of , April, 2020

Westchester Fire Insurance Company

Surety Company

By:

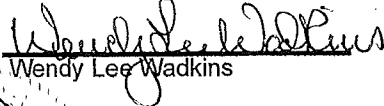
Signature of Authorized Representative

Pablo Rios, Jr.

Attorney-in-Fact

Title

Attest:
(Seal):


Wendy Lee Wadkins



NOTE: This form is to be used as a companion document to AIA DOCUMENT G708, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

ONE PAGE

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Pablo Rios, Jr.

Surety Bond Number: K15365481

Obligee: City of St. Francis

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2310685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 15, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-433-583-648
Submitted Date and Time: 20-Apr-2020 10:34:44 AM
Legal Name: FERGUSON ENTERPRISES LLC
Federal Employer ID: 54-1211771
User Who Submitted: FERGUSON1
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1554653184
Minnesota ID: 1634860
Project Owner: CITY OF ST FRANCIS
Project Number: SF503
Project Begin Date: 01-Aug-2019
Project End Date: 16-Apr-2020
Project Location: ST FRANCIS MN
Project Amount: \$578,015.72

Subcontractor Summary

Name	ID	Affidavit Number
KILLMER ELECTRIC CO INC	6718331	873185280

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-031-444-000
Submitted Date and Time:	8-Apr-2020 3:12:53 PM
Legal Name:	KILLMER ELECTRIC CO INC
Federal Employer ID:	41-1250710
User Who Submitted:	cresner
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	873185280
Minnesota ID:	6718331
Project Owner:	CITY OF ST FRANCIS
Project Number:	200319
Project Begin Date:	31-Oct-2019
Project End Date:	20-Dec-2019
Project Location:	ST. FRANCIS, MN
Project Amount:	\$20,750.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9E

TO: Joe Kohlmann, City Administrator
FROM: Jason Windingstad, Public Works director
SUBJECT: Ambassador Blvd water main improvements
DATE: 7/01/20

OVERVIEW:

Our asset management inspection program has identified some water main work that needs to be completed. Staff has identified two hydrant's that were installed in 1973 that have come to the end of there useful life. These hydrant's will be replaced with new Clow hydrants that meet our Development Standards and isolation valves will also be installed so maintenance can be performed when needed. Also, crews will be installing a new 10" gate valve in the intersection of 232nd and Ambassador. Right now, if the water main has to be shut down, we have to close valves on Bridge street and 233rd to isolate the main. When this happens, we are shutting water of to the Middle school. The addition of this new valve will reduce the number of customers that would be without water, including the middle school if the water main would need to be shut off.

ACTION TO BE CONSIDERED:

Consider accepting the low quote from Dave Perkins Contracting in the amount of \$ 15,050

BUDGET IMPLICATION:

This is a planned for purchase in the CIP. The amount budgeted for these improvements in the plan-it software is \$35,000

Attachments: Plan-it software page, Dave Perkins Contracting quote, Valley Rich quote.

Capital Improvement Plan
City of St. Francis, Minnesota

2020 thru 2024

Department Water Fund
Contact Public Works Director
Type Improvement
Useful Life
Category Water Distribution

Project # WATER-005
Project Name Water System Improvements Ambassador

Total Project Cost: \$35,000

Description

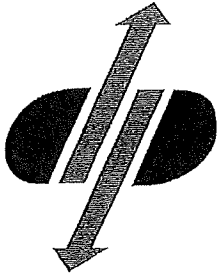
2020 - Water System Improvement along Ambassador Blvd (County Road)-\$35,000.

Justification

Replacement of 2 aging hydrants, addition of 2 isolation valves for hydrants, addition of gate valve for improved control of water system, correction and addition of curb stop for a residential property that currently does not have a shut off. This work is in County Road right of way.

Expenditures	2020	2021	2022	2023	2024	Total
Construction/Maintenance	35,000					35,000
Total	35,000					35,000

Funding Sources	2020	2021	2022	2023	2024	Total
Water Fund	35,000					35,000
Total	35,000					35,000



**dave
perkins
contracting
inc.**

19745 Nowthen Blvd NW * Nowthen, MN 55303 *(763) 427-0109 *Fax (763) 427-3806

June 9, 2020

Revised Bid

City of St Francis

Ref: Ambassador Blvd

Sub: Hydrants & Valves

	Each	Total
<u>Ambassador Blvd</u>		
City To Supply Hydrants & Valves		
We Supply Sleeve, and accessories for sleeve		
2 – Hydrants Remove & Replace	\$4,150.00	\$8,350.00
City Supply Valve		
We Supply Sleeve, Transition and gaskets		
1 – 10" Valve Cut In		\$4,850.00
Stop Box Repair		\$550
Warning Lites & Jay Barriers		\$1,050.00
County Permit (Estimated Price)		\$250.00

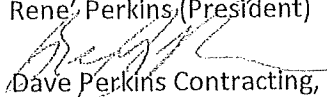
Total Bid: \$15,050.00

Dewatering Extra Each Hole Add \$2,700.00 Per Hole to Bid Amount

Rock \$38 Per Ton If Needed Add To Bid Amount

City To Supply Clean Fill If Needed

BY: Rene' Perkins (President)


Dave Perkins Contracting, Inc.

Grade & Backfill With Existing Material. No Soil Correction. No Haul Off. No Erosion Control.
Staking By Others. Not Responsible For Private Utilities Locate By Others. No Sub Grade
Stabilization. No Restoration. Dewatering Extra If Required. Permits Fees Paid By Owner. Add
1 % If Bond Required. Frost As Per Hourly Rate. Bid Good For 30 Days.

ACCEPTED BY: _____ DATE: _____

PRE-LIEN NOTICE

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Date: 5/28/20
Bid: #20212 P



Project: Ambassador Blvd. NW – City of St. Francis Water Work
Location: St. Francis, MN

Site Utilities

Valley-Rich Co., Inc. will provide labor and equipment needed to excavate, replace (2) hydrants, add (2) 6" valves, install (1) 10" valve, and repair a curb stop by replacing the box (no valve). Valley-Rich will provide 10" sleeves, curb box, and transition gaskets. The City will provide hydrants, valves, and valve boxes. All restoration is by the City. The city will provide fill (class 5/rock) and yard for dumping. Valley-Rich to provide trucks. A test drill hole is included to see if dewatering is required. Bid does not include any dewatering.

Base Bid: \$23,850

Alternate #1: Add \$2,400 to provide restoration of the grass with dirt and seed (approximately (3) 20' x 20' areas).

Note:

This proposal is good for 30 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided.

Respectfully,

Pete Nasvik

Exclusions:

Land/Lane use permits, SAC and/or other connection charges, water meters, dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

147 Jonathan Blvd. N., Ste. 4
Office: (952) 448-3002

Chaska, Minnesota 55318
Fax: (952) 448-3362

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Schedule a Worksession
DATE: July 6th, 2020

OVERVIEW

City Staff is looking to schedule a worksession with the City Council. The main topic Staff is looking to discuss is Bridge Street and also use the meeting as a precursor to the 2021 Budget Discussions.

Staff would also prefer to schedule this worksession in-person and hold it in the Police/PW Facility or maybe even the community center, depending on availability of either room.

A potential date could be Monday July 13th.

Items for discussion:

Determine a date for a worksession.



Community Development

Quarterly Report of April - June 2020

Economic Development

Bridge Street- is struggling due to a high number of turnover, vacancies and the slowdown of the commercial market associated with Covid-19. Currently there are several buildings and lots for sale or sitting vacant. Staff has listed all City and EDA owned property along Bridge Street for sale. Many conversations for re-development and building use have occurred, but this area is not an area for a novice business owner.



Commercial projects – staff continues to work with commercial and multi-family property owners on project progress and ideas. Many properties are listed for sale in the City for these types of uses. City staff support property owners by providing information on the listings on the City website, through marketing efforts and technical assistance.

AC Regional Economic Development –St. Francis is part of the Executive Committee and marketing committee in a regional effort to promote the county and assist businesses. The group has had to cancel several events directed towards businesses and real estate groups. Current efforts are currently being directed towards businesses assistance due to Covid-19. For more information visit the website at <https://www.anokacountysuccess.org/>. The group has begun conversations and steps towards countywide business retention tracking to inventory current businesses to promote and support and also to obtain feedback and resources that the business itself may be lacking.

Marketing – staff continue to market the city and development opportunities. Events that are being structured virtually in the fall may provide an opportunity for the City to release the marketing videos to a broader audience. To date the economic development video was viewed 609 times on LinkedIn.

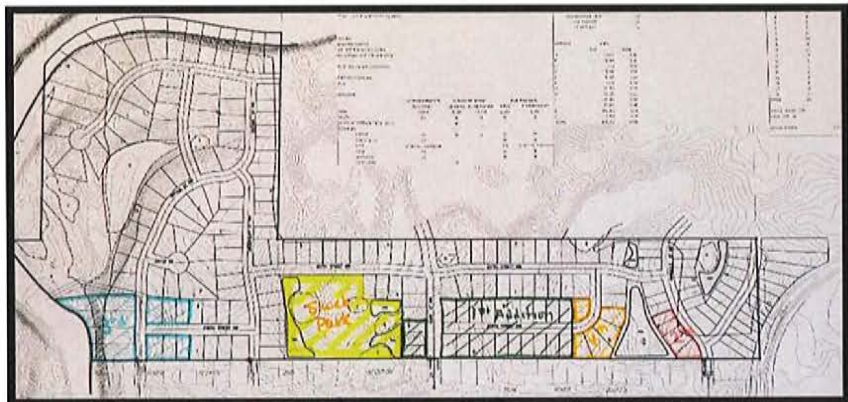
Housing Development



Meadows Townhomes –Joshua Markum homes continues to build new homes and has begun construction of the fourth building. This development is exceeding the EDA Performance Standards required as part of the purchase of this property. One unit was shown in the Spring Parade of Homes which was cut short due to Covid-19 and brought back for a weekend event. Townhomes are selling for \$230k + each

Woodhaven Expansion – New homes continue to be added to the Woodhaven development. A total of 5 additional units have been brought in this spring and roughly 30 of the 55 remain vacant as of this report. All units are owner occupied and it is anticipated for additional spaces to continue to be filled.

Rivers Edge Development –Three phases have received final approval with the fourth in process and the fifth phase is in discussion in a coordination effort with the development of Siwek Park. City has received a \$245,000 DNR grant for the development of the park in this and will continue to work with meeting the regulations of the funds prior to beginning construction. The road extension is underway at Vintage Street to begin brining roads north and new homes will begin development along the river. Houses in this development area, including Rum River Bluffs are listing for \$280k to \$400+



Turtle Ponds, East and West – Final Plats were approved in March and Engineering has approved requested revisions. This development plants to create an additional 15 lots. Parcels made up of two single family homes and 13 townhome lots. Development Agreements and Final platting requirements are in the hands of the owner.

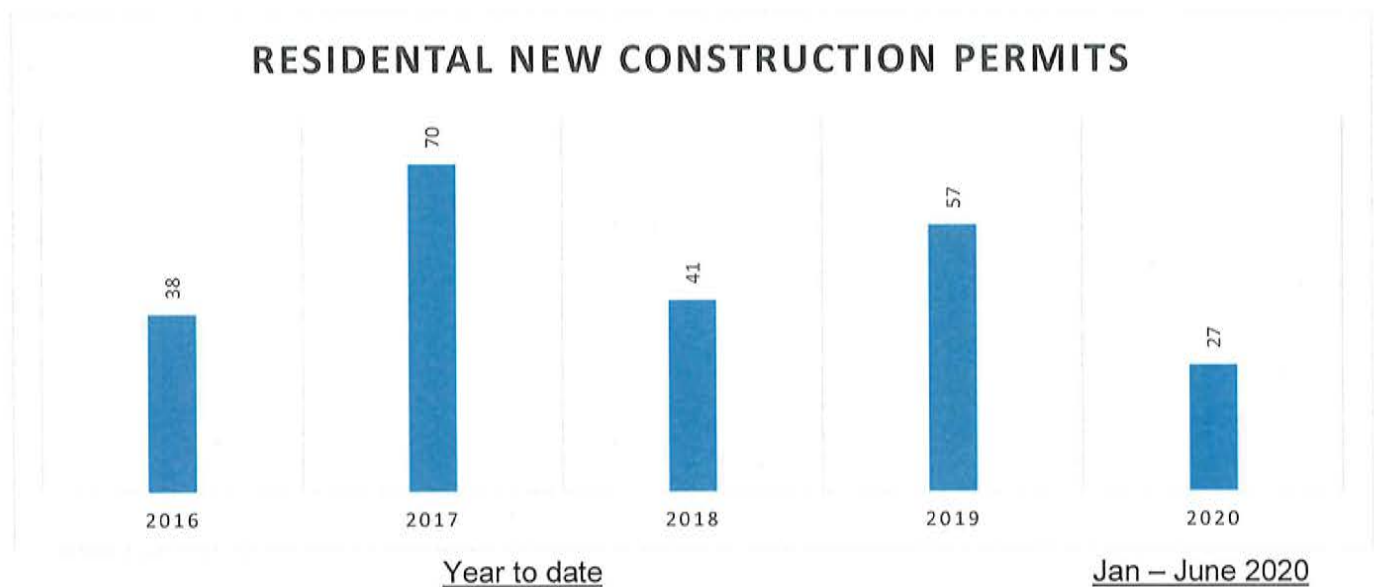
Chelsey Gardens Townhomes – this ten (10) unit structure has the individual units for sale for \$200k + each. This is the final building of this development.



Building Department

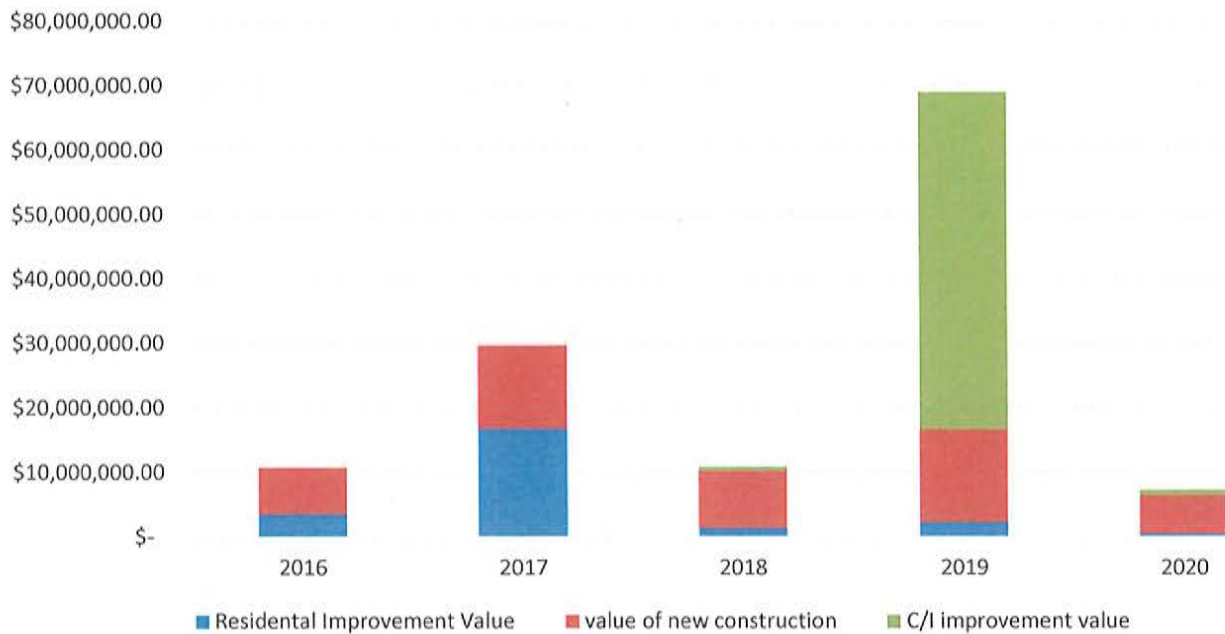
The City is half way into the year and to date, have received a higher number of new home permits then in the first two quarters of either 2019 (17) or 2018 (22).

Below shows the City at the end of the second quarter compared to year end totals for 2016 through 2019.



Permit value is an important indicator in regards to the overall investment in the city. It is important to maintain what is already in place to ensure housing and building stock continues to serve a need and adds value to the community. Much of this year's value to date is from new single family homes. Permit totals remain high and the City has processed 290 permits to date and it is likely the City may exceed total number of permits from the previous year for the fourth year in a row.

Value of Improvements



Permit revenue is based on both counter permits (flat fee items such as fences, roofs, etc.) and projects that are based on a valuation schedule. All permit costs are identified in the City fee schedule. Fees are utilized to cover expenses of the permit process such as administration, inspections, engineering and planning if necessary.

Permit Revenue



Administration

- Ordinances- staff continues to work on ordinance updates, for the second quarter of 2020, those included:
 - A moratorium on additional auto sales. The City had auto sales as a conditional use in all commercial and in the light industrial zoning codes. With the ongoing work on zoning code, this will be better directed.
- Comprehensive Plan – the final 2040 Comprehensive Plan document was approved March 2, 2020. There are a couple of minor submissions still outstanding to Met Council for staff to submit. As this is being completed we will move forward with HKGi to update zoning maps and ordinances. Staff and HKGi will review the Zoning Ordinance, Chapter 10, and bring suggestions to the Planning Commission and Council for conversations on how to move the City forward.
- GIS Service Provide – in April Community Development and Public Works released an RFP for a GIS service provider. This provider is to replace the past Bolton Menk GIS system that has not been updated since 2017 and was recently shut down. The RFP attracted 12 companies within the US and Canada to offer services. Council approved staff to move forward with WSB to host the GIS platform for the City. It is anticipated that the City will be back online with a GIS system by September.
- CUP/IUP Permits – a complete inventory has been completed of all land use permits. Staff completed a number of spring inspections and found five properties that have concerns related to the property and their land use permit. Staff will take the next steps to review the expectations of the permit to the conditions and notify any property owners of concerns that need to be addressed.

Code Enforcement



Code enforcement has been extremely busy this spring with residents struggling with long grass, excessive amounts of vehicles, junk and debris in neighboring properties. It is suspected that with people being home this spring that they are less tolerant of issues. There are a couple properties in which large piles of debris has been identified, the above picture is property along the Rum River. The issues with vehicles continue as there are a handful of properties with not only several vehicles, but they are in poor condition and parked all over the properties.

The City has had to hire a lawn service to mow a couple properties due to failing to comply with a request to address the issue. These costs are passed on to the property owners.



The Following properties are properties that are multi-year and ongoing code enforcement efforts:

- 22xxx Rum River Blvd - nuisance property, this action was delayed due to Covid-19. The case has been assigned to a Judge and we are awaiting getting on the calendar. The property owners have not moved forward with any plans, specs or permits to either improve or demolish the property.
- 23xxx Ambassador Blvd- junk, debris, garbage, parking and vehicle issues. Property has been making progress towards improvement and many of the issues the city was trying to address have now been cleaned up. Staff will continue to monitor this property to ensure in the end it is no longer a concern to the neighborhood.