

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
Virtual Meeting*
MAY 4, 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 – April 20, 2020
 - B. Rivers Edge 3rd Addition – Developers Agreement
 - C. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
 - A. 2020 Street Reconstruction and Watermain Improvement Project
 1. Resolution 2020-22 Accepting Bids for the 2020 Street Reconstruction and Watermain Improvement Project
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Drake Street – Encroachment Agreement
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Report – Fire Department 2020 First Quarter Report
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - May 18 City Council Meeting @ 6:00 pm
 - May 20 Planning Comm. Meeting @ 7:00 pm
 - June 1 City Council Meeting @ 6:00 pm
12. ADJOURNMENT

*This meeting will be a Virtual Meeting through Zoom, please visit our website
<https://www.stfrancismn.org/citycouncil/page/city-council-meeting-260> for a link to Monday's meeting

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

CITY COUNCIL MINUTES

APRIL 20, 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 (Zoom).

2. ROLL CALL

Members present: Mayor Steve Feldman, Councilmembers Kevin Robinson, Joe Muehlbauer, Robert Bauer and Sarah Udvig. 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 BAUER SECOND ROBINSON APPROVING THE REGULAR CITY COUNCIL AGENDA.

Ayes: Robinson, Muehlbauer, Feldman, Bauer and Udvig

Nays: None

Motion carried 5-0.

4. CONSENT AGENDA

A. City Council Minutes – April 6, 2020

B. Routine Annual Dust Control-Authorizing the acceptance of the bid from Northern Salt, Inc. (NSI) from Forest Lake with the bid amount of \$1.13 per gallon

C. 2019 Water Meter Replacement Project – Change Order No 2: Approving Change Order No 2 from Ferguson Water Works on the 2019 Water Meter Replacement Project for a deduct of \$26,797.23. The original contract amount for this project was \$604,812.95 and the final contract amount came in at \$578,015.72 or \$26,797.23 below the original contract amount.

D. 2019 Water Meter Replacement Project - Pay Estimate No. 4 for \$92,694.06 to Ferguson Waterworks.

E. Payment of Claims \$477,660.14 (ACH 248E-285E \$190,220.22 and Checks #77385-77453 \$257,439.92)

MOTION BY MUEHLBAUER SECOND UDVIG APPROVING THE CITY COUNCIL CONSENT AGENDA A-E.

Ayes: Muehlbauer, Feldman, Bauer, Udvig and Robinson
Nays: None
Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

A. 2020 Street Reconstruction and Watermain Imp. Project – Postponed to May 4, 2020

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

None

10. **MEETING OPEN TO THE PUBLIC**

None.

11. **REPORTS**

A. Department Reports –

1. Public Works Monthly Reports/March

Public Works Director Jason Windingstad gave an update on staffing hours during this Pandemic. Starting April 27 the whole staff will be back with the summer hours doing the proper cleaning and social distancing of course. We have had the on call staff coming in, and then switched to a four person-rotating shift until starting the 27th. Windingstad also gave an update on the meter change out and answered Feldman's questions on what was all left to be changed out. In addition, Feldman said he liked on the report the lift stations are now listed separately.

Robinson stated I know this was on the consent agenda but had questions on the seal coating prices. Windingstad answered the question on how and why some residents would pay the contractor directly.

Both Udvig and Muehlbauer didn't have any additional questions but said they liked the report.

Bauer asked if we are seeing more sanitary wipes being flushed now. Windingstad stated not really it is all in about educating the people. Bauer responded by saying good report.

2. Community Development – 1st Quarter Report

Community Development Director Kate Thunstrom gave an overview of the

departments First Quarter Report in 2020. Thunstrom briefed the council on the Economic Development progress, Housing Development, Building Department, Administration, and Code Enforcement. Thunstrom stated she would answer any questions the council may have on the report. The council had a couple questions on some of the Code Enforcement and where they are in the process, vacant property and if there were any updates on some of the commercial buildings for sale. Otherwise they agreed good report.

3. Police Department – 1st Quarter Report

Police Chief Todd Schwieger gave an overview of the Police Departments First Quarter Report of 2020. Chief Schwieger would like to acknowledge the four officers who were recognized for their extraordinary efforts at the 2019 annual awards ceremony. Officers Chris Bulera, Nate Schwieger, Brandon Stemme and Reserve Officer Richard Sieber were presented with the St. Francis Police Department Award of Commendation for outstanding service and superior dedication to the St. Francis Police Department and Community in 2019. Most recently, we have been dealing with the COVID-19 outbreak. Office staff have been taking turns coming in and working remotely. I would just like to say that all city staff is working well together, attitudes are positive and an honor to be part of it. Unfortunately, some community events will need to be either postponed or cancelled due to COVID-19. We are still going to have the Drug Take Back this Saturday but shorten hours. With more people staying at home we have seen more domestic disturbances/altercations and driving complaints. We are trying to be as visible as possible.

Feldman stated it is important for residents seeing the police presences.

Muehlbauer said he is glad to see DWIs are down. Great report.

Bauer thanked the department for doing a great job and appreciate the report.

Robinson said great report and nice that you acknowledge the men and women doing a great job. Robinson also asked if the Chief had seen any pluses or minus with the cut of one school resource officer. Chief Schwieger stated the current SRO has to sometimes pick and choose which call has to be sent to the street car because they can't get to all of them. You do lose some personal interaction especially with the middle school this way.

Feldman asked if he had spoken with the School Superintendent about next school year. Chief Schwieger said I have spoken with her quite often lately but not specifically about the school resource officer.

Udvig said I think it wouldn't be an issue for the school district to bring one back if the budget wasn't an issue. Udvig said fabulous job and dedication to our community.

B. Councilmember Reports -

Bauer – thanked the staff and all that takes place behind the scenes. Also thank you to the fire department for staffing the station 24/7. I would like to thank and commend the city as a whole.

Udvig – thanked staff for all their hard work.

Muehlbauer – also thanked all the staff

Feldman – questioned the City Engineer if the street projects would still proceed. City Engineer Craig Jochum reported the Mill and Overly Project was bid out and will be

holding a pre-construction meeting soon. The 2020 Street Reconstruction and Watermain Project Improvement will be holding a public hearing on Monday, May 4 during the regular city council meeting. Once we hold the public hearing, we can award the bid, which came in very favorably. Discussion was held on the Poppy Street portion of that project that does need approval from the city of Oak Grove to do the project as presented. Hoping the cities can work together.

Feldman than asked each of the department heads how their staff was doing and how work was going. All the departments gave a recap of their departments but consensus was staff is doing as well as can be expected and really stepping up during this difficult time. Departments have been helping each other out when needed.

C. Upcoming Events -

May 4 City Council Meeting @ 6:00 pm

May 18 City Council Meeting @ 6:00 pm

May 20 Planning Comm. Meeting @ 7:00 pm

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 7:52 pm.

Barbara I. Held, City Clerk

City Council
AGENDA REPORT
Agenda Item #
4 B

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Rivers Edge 3rd Addition – Development Agreement
DATE: May 4, 2020

OVERVIEW

Rivers Edge is a multi-phased development. The final plat for the 3rd addition was approved in September 2019. The developer is moving forward towards breaking ground on 10 lots on the river end of the development. In preparation for this the attached Development Agreement is needed. The numbers within the Agreement will be adjusted to represent the final amount of securities and fees for 10 lots.

ITEMS TO BE DISCUSSED:

Approval of the Rivers Edge Development Agreement, 3rd Addition upon final review and approval from City Attorney

ATTACHMENTS:

Rivers Edge Development Agreement – 3rd Addition

**DEVELOPMENT AGREEMENT
RIVERS EDGE 3rd 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 3RD ADDITION on September 3, 2019, 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 Ten (10) lots in the this third addition, (6 lots in second addition, 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 3RD 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 3RD ADDITION and the plans for the installation of public and private improvements within the plat of RIVERS EDGE 3RD 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 and plans for the temporary access to County Road 72 / Rum River Boulevard NW at 236th Avenue and for the construction of access to Quay Street and Marigold Street. 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 withal 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
- O. Bituminous Trails

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.** DRAFTED TO BE FINALIZED 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	\$ 34,376.00
Water Main	\$ 34,100.00
Storm Sewer	\$ 16,280.00
Streets	\$ 62,840.00
Erosion Control	\$ 7,300.00
Trails	\$ 9,740.00
Rounding	\$ 364.00
CONSTRUCTION TOTAL	\$165,000.00
100% of Construction Total	\$165,000.00

The amounts above reflect a credit provided for trunk upsizing on sanitary sewer and watermain in the first addition.

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. DRAFTED TO BE FINALIZED 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 watermain in the Rivers Edge 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 \$10,608.00.

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 3 rd Addition Charges	\$ 10,608.00
Outstanding Connection Charges	\$270,953.02

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. DRAFTED TO BE FINALIED 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)	\$15,000.00
plus charges already on record and incurred by the City	
Park Dedication (\$2,500 x 10)	\$25,000
Connection Charge	\$10,608.00

TOTAL CASH REQUIREMENTS	<u>\$31,296.00</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 third phase and pay \$2,500/unit for each lot in the third phase. Specifically, for this second phase, in addition to the dedication of 0 acres as park, Developer shall pay \$2,500 x 10 lots or \$25,000. 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 3RD 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 "Imparal", "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

IN WITNESS WHEREOF, the parties have signed this Development Agreement on the day and year above written.

CITY:

CITY OF ST. FRANCIS

By: _____
Steven D. Feldman

Its: Mayor

By: _____
Barbara I. Held

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Steven D. Feldman and Barbara I. Held, the Mayor and City Clerk, respectively, of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of the corporation and pursuant to the authority of the City Council.

Notary Public

1907233v7

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**

EXHIBIT C

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

EXHIBIT D

SOIL EROSION CONTROL PLAN AND SCHEDULE

EXHIBIT E
LOCATION OF CONSTRUCTION ACCESS



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 04/30/2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$93,206.43 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- None
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:

- 05-04-2020 Packet List

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 1

*Claim Register©

AP 05-04-2020

May 2020

Claim Type

Claim# 6160 AA BEST PEST SERVICES, INC

Cash Payment E 101-41940-401 Repairs/Maint Buildings PEST CONTROL \$112.52
InvoiceCash Payment E 101-42110-401 Repairs/Maint Buildings PEST CONTROL \$112.52
InvoiceCash Payment E 101-42210-401 Repairs/Maint Buildings PEST CONTROL \$112.52
InvoiceCash Payment E 609-49750-401 Repairs/Maint Buildings PEST CONTROL \$112.52
InvoiceCash Payment E 101-45200-401 Repairs/Maint Buildings PEST CONTROL \$112.52
InvoiceCash Payment E 602-49490-401 Repairs/Maint Buildings PEST CONTROL \$112.40
Invoice

Transaction Date 4/28/2020 Due 4/28/2020 CASH 10100 Total \$675.00

Claim Type

Claim# 6191 ADVANCED GRAPHIX INC

Cash Payment E 402-42110-550 Vehicles REFLECTIVE GRAPHICS \$355.00
Invoice 204023

Transaction Date 4/30/2020 Due 4/30/2020 CASH 10100 Total \$355.00

Claim Type

Claim# 6202 ALEX AIR APPARATUS INC.

Cash Payment E 101-42210-218 Equipment Repair & Maint FIX AIR LEAK \$200.00
Invoice 2665

Transaction Date 4/30/2020 Due 4/30/2020 CASH 10100 Total \$200.00

Claim Type

Claim# 6173 AMERICAN PUBLIC WORK ASSOC.

Cash Payment E 601-49440-433 Dues and Subscriptions MEMBERSHIP RENEWAL \$130.00
Invoice .042020Cash Payment E 602-49490-433 Dues and Subscriptions MEMBERSHIP RENEWAL \$130.00
Invoice .042020

Transaction Date 4/28/2020 Due 4/28/2020 CASH 10100 Total \$260.00

Claim Type

Claim# 6159 ANOKA COUNTY TREASURY DEPT

Cash Payment E 101-42110-321 Telephone BROADBAND \$37.51
Invoice B200420PCash Payment E 101-42210-321 Telephone BROADBAND \$37.51
Invoice B200420PCash Payment E 101-43100-321 Telephone BROADBAND \$37.51
Invoice B200420PCash Payment E 101-45200-321 Telephone BROADBAND \$37.51
Invoice B200420PCash Payment E 601-49440-321 Telephone BROADBAND \$37.51
Invoice B200420PCash Payment E 602-49490-321 Telephone BROADBAND \$37.45
Invoice B200420P

Transaction Date 4/28/2020 Due 4/28/2020 CASH 10100 Total \$225.00

Claim Type

Claim# 6194 ANOKA COUNTY

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 2

*Claim Register©

AP 05-04-2020

May 2020

Cash Payment	E 101-42210-441	Miscellaneous	1ST HALF TAXES		\$34.57
Invoice					
Cash Payment	E 609-49750-441	Miscellaneous	1ST HALF TAXES		\$10.85
Invoice					
Cash Payment	E 602-49490-441	Miscellaneous	1ST HALF TAXES		\$272.58
Invoice					
Cash Payment	E 101-45200-441	Miscellaneous	1ST HALF TAXES		\$26.62
Invoice					
Cash Payment	E 101-41940-441	Miscellaneous	1ST HALF TAXES		\$34.57
Invoice					
Cash Payment	E 601-49440-441	Miscellaneous	1ST HALF TAXES		\$272.58
Invoice					
Cash Payment	E 101-41910-441	Miscellaneous	1ST HALF TAXES		\$12.01
Invoice					
Cash Payment	E 101-41910-441	Miscellaneous	1ST HALF TAXES		\$26.62
Invoice					
Cash Payment	E 101-41910-441	Miscellaneous	1ST HALF TAXES		\$10.65
Invoice					
Cash Payment	E 101-41910-441	Miscellaneous	1ST HALF TAXES		\$228.88
Invoice					
Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total \$929.93
Claim Type					
Claim#	6181	BAUER BUILT INC.			
Cash Payment	E 101-42110-221	Vehicle Repair & Maintena	TIRES		\$262.76
Invoice	940065779				
Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total \$262.76
Claim Type					
Claim#	6141	BELLBOY CORPORATION			
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$18.60
Invoice	0083701600				
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR		\$1,256.50
Invoice	0083701600				
Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total \$1,275.10
Claim Type					
Claim#	6142	BERNICK COMPANIES, THE			
Cash Payment	E 609-49751-252	Beer For Resale	BEER		\$760.20
Invoice	73410				
Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total \$760.20
Claim Type					
Claim#	6143	BREAKTHRU BEVERAGE			
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$21.04
Invoice	1081126158				
Cash Payment	E 609-49751-252	Beer For Resale	BEER		\$122.75
Invoice	1081126159				
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR		\$401.60
Invoice	1081126158				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC.		\$146.20
Invoice	1081126158				
Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total \$691.59

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 3

***Claim Register©**

AP 05-04-2020

May 2020

Claim Type

Claim# 6193 CINTAS

Cash Payment E 601-49440-402 Janitorial Service RUG MAINTENANCE \$23.04
 Invoice 4049079040

Transaction Date 4/30/2020 Due 4/30/2020 CASH 10100 Total \$23.04

Claim Type

Claim# 6170 CITY EMPLOYEES UNION, LOCAL

Cash Payment G 101-21707 Union Dues UNION DUES \$47.00
 Invoice .0520

Transaction Date 4/28/2020 Due 4/28/2020 CASH 10100 Total \$47.00

Claim Type

Claim# 6179 COLONIAL INSURANCE

Cash Payment G 101-21712 Colonial Insurance MAY INSURANCE \$415.13
 Invoice .0420

Transaction Date 4/30/2020 Due 4/30/2020 CASH 10100 Total \$415.13

Claim Type

Claim# 6145 CRYSTAL SPRINGS ICE

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC. \$228.42
 Invoice 002.B009314

Transaction Date 4/27/2020 Due 4/27/2020 CASH 10100 Total \$228.42

Claim Type

Claim# 6146 DAHLHEIMER DIST. CO. INC.

Cash Payment E 609-49751-252 Beer For Resale BEER \$5,778.35
 Invoice 116-01536

Transaction Date 4/27/2020 Due 4/27/2020 CASH 10100 Total \$5,778.35

Claim Type

Claim# 6161 ELITE SANITATION

Cash Payment E 101-45200-402 Janitorial Service RENTAL \$146.50
 Invoice 26525

Transaction Date 4/28/2020 Due 4/28/2020 CASH 10100 Total \$146.50

Claim Type

Claim# 6166 FERGUSON WATERWORKS

Cash Payment E 601-49440-259 Water Meters PARTS \$76.70
 Invoice 0452630

Cash Payment E 601-49440-259 Water Meters PARTS \$39.35
 Invoice 0452503

Cash Payment E 601-49440-259 Water Meters PARTS \$1,780.09
 Invoice 0452629

Transaction Date 4/28/2020 Due 4/28/2020 CASH 10100 Total \$1,896.14

Claim Type

Claim# 6201 GREAT PLAINS FIRE

Cash Payment E 402-42210-582 Turnout Gear GEAR \$2,335.90
 Invoice 5811

Cash Payment E 402-42210-582 Turnout Gear GEAR \$2,335.90
 Invoice 5809

Cash Payment E 402-42210-582 Turnout Gear GEAR \$2,335.90
 Invoice 5810

Transaction Date 4/30/2020 Due 4/30/2020 CASH 10100 Total \$7,007.70

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 4

*Claim Register©

AP 05-04-2020

May 2020

Claim Type

Claim# 6163 HACH COMPANY

Cash Payment	E 602-49490-235 Lab Supplies	SENSOR CAP REPLACEMENT	\$162.59
	Invoice 11932432		

Cash Payment	E 602-49490-235 Lab Supplies	DIGITAL PH SENSOR	\$1,205.94
	Invoice 11919969		

Cash Payment	E 602-49490-235 Lab Supplies	SENSOR CAP REPLACEMENT	\$648.91
	Invoice 11925841		

Transaction Date	4/28/2020	Due 4/28/2020	CASH	10100	Total	\$2,017.44
------------------	-----------	---------------	------	-------	-------	------------

Claim Type

Claim# 6177 HAKANSON ANDERSON ASSOC., I

Cash Payment	E 101-43100-303 Engineering Fees	GENERAL ENGINEERING	\$473.50
	Invoice 73710		

Cash Payment	E 603-49490-303 Engineering Fees	RIVERS EDGE 2ND EDITION	\$51.50
	Invoice 43705		

Cash Payment	E 101-42400-303 Engineering Fees	BUILDING PERMIT REVIEWS	\$317.25
	Invoice 43712		

Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET RECONSTRUCTION	\$9,474.50
	Invoice 43707		

Cash Payment	E 101-43100-303 Engineering Fees	MUNICIPAL STATE AID FOR THE CITY OF ST. FRANCIS	\$957.50
	Invoice 43706		

Cash Payment	E 101-41910-303 Engineering Fees	EAST SHOP SITE	\$406.00
	Invoice 43703		

Cash Payment	E 101-43100-303 Engineering Fees	SF110 PART OF BLOCK 5	\$3,891.00
	Invoice 43704		

Cash Payment	E 601-49440-303 Engineering Fees	UTILITY PERMIT REVIEWS	\$103.00
	Invoice 43713		

Cash Payment	G 601-16500 Construction in Progress	2019 WATER METER PROJECT	\$374.50
	Invoice 43709		

Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET REHABILITATION	\$62.50
	Invoice 43708		

Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER	\$133.34
	Invoice 43711		

Cash Payment	E 602-49490-303 Engineering Fees	ROUTINE RETAINER	\$133.34
	Invoice 43711		

Cash Payment	E 601-49440-303 Engineering Fees	ROUTINE RETAINER	\$133.33
	Invoice 43711		

Cash Payment	E 101-45200-303 Engineering Fees	ROUTINE RETAINER	\$133.33
	Invoice 43711		

Cash Payment	E 101-43100-303 Engineering Fees	ROUTINE RETAINER	\$133.33
	Invoice 43711		

Cash Payment	E 101-41910-303 Engineering Fees	ROUTINE RETAINER	\$133.33
	Invoice 43711		

Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$16,911.25
------------------	-----------	---------------	------	-------	-------	-------------

Claim Type

Claim# 6174 HAWKINS, INC.

Cash Payment	E 601-49440-216 Chemicals and Chem Prod CHLORIDE	\$301.74
	Invoice 4697203	

Cash Payment	E 602-49490-216 Chemicals and Chem Prod CHLORIDE	\$3,484.59
	Invoice 4697202	

Transaction Date	4/28/2020	Due 4/28/2020	CASH	10100	Total	\$3,786.33
------------------	-----------	---------------	------	-------	-------	------------

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 5

***Claim Register©**

AP 05-04-2020

May 2020

Claim Type

Claim# 6162 INNOVATIVE OFFICE SOLUTIONS,

Cash Payment E 101-42110-200 Office Supplies OFFICE SUPPLIES

\$32.77

Invoice IN2953297

Transaction Date	4/28/2020	Due 4/28/2020	CASH	10100	Total	\$32.77
------------------	-----------	---------------	------	-------	--------------	----------------

Claim Type

Claim# 6195 ISANTI COUNTY TREASURER

Cash Payment E 602-49490-435 Taxes 1ST HALF TAXES

\$3,761.00

Invoice

Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$3,761.00
------------------	-----------	---------------	------	-------	--------------	-------------------

Claim Type

Claim# 6198 JEFFERSON FIRE & SAFETY INC.

Cash Payment E 101-42210-237 Small Equipment FOAM

\$800.00

Invoice IN117068

Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$800.00
------------------	-----------	---------------	------	-------	--------------	-----------------

Claim Type

Claim# 6149 JOHNSON BROS WHLSE LIQUOR

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT

\$17.27

Invoice 1544399

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$42.40
--------------	--	---------	--	--	--	---------

Invoice 1546774

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$15.70
--------------	--	---------	--	--	--	---------

Invoice 1546775

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$14.13
--------------	--	---------	--	--	--	---------

Invoice 1544400

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,793.79
--------------	-----------------------------------	--------	--	--	--	------------

Invoice 1546774

Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$488.88
--------------	---------------------------------	------	--	--	--	----------

Invoice 1544400

Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$644.75
--------------	---------------------------------	------	--	--	--	----------

Invoice 1546775

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$738.00
--------------	-----------------------------------	--------	--	--	--	----------

Invoice 1544399

Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$4,754.92
------------------	-----------	---------------	------	-------	--------------	-------------------

Claim Type

Claim# 6171 LAW ENFORCEMENT LABOR SVC

Cash Payment G 101-21707 Union Dues UNION DUES

\$558.00

Invoice .0520

Cash Payment G 101-21707 Union Dues UNION DUES

\$62.00

Invoice .052020

Transaction Date	4/28/2020	Due 4/28/2020	CASH	10100	Total	\$620.00
------------------	-----------	---------------	------	-------	--------------	-----------------

Claim Type

Claim# 6152 MCDONALD DIST CO.

Cash Payment E 609-49751-252 Beer For Resale BEER

-\$30.00

Invoice 533267

Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$14,786.30
--------------	---------------------------------	------	--	--	--	-------------

Invoice 533234

Cash Payment	E 609-49751-255 N/A Products	N/A				\$186.00
--------------	------------------------------	-----	--	--	--	----------

Invoice 533234

Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$14,942.30
------------------	-----------	---------------	------	-------	--------------	--------------------

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 6

***Claim Register©**

AP 05-04-2020

May 2020

Claim Type

Claim# 6192 MN MUNICIPAL UTILITIES ASSOC.

Cash Payment	E 101-41400-311 Contract	2ND QUARTER SAFETY			\$518.75
Invoice	55365				
Cash Payment	E 101-42110-311 Contract	2ND QUARTER SAFETY			\$518.75
Invoice	55365				
Cash Payment	E 101-42210-311 Contract	2ND QUARTER SAFETY			\$518.75
Invoice	55365				
Cash Payment	E 101-43100-311 Contract	2ND QUARTER SAFETY			\$778.12
Invoice	55365				
Cash Payment	E 101-45200-311 Contract	2ND QUARTER SAFETY			\$778.12
Invoice	55365				
Cash Payment	E 601-49440-311 Contract	2ND QUARTER SAFETY			\$778.12
Invoice	55365				
Cash Payment	E 602-49490-311 Contract	2ND QUARTER SAFETY			\$778.12
Invoice	55365				
Cash Payment	E 609-49750-311 Contract	2ND QUARTER SAFETY			\$518.77
Invoice	55365				

Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$5,187.50
------------------	-----------	---------------	------	-------	--------------	------------

Claim Type

Claim# 6169 MN NCPERS LIFE INSURANCE

Cash Payment	G 101-21713 MN Life	MAY INSURANCE			\$80.00
Invoice	733400052020				

Transaction Date	4/28/2020	Due 4/28/2020	CASH	10100	Total	\$80.00
------------------	-----------	---------------	------	-------	--------------	---------

Claim Type

Claim# 6139 MORRELL & MORRELL LP

Cash Payment	E 405-43100-441 Miscellaneous	CLASS 5			\$1,337.30
Invoice	20781				
Cash Payment	E 405-43100-441 Miscellaneous	CLASS 5			\$1,333.32
Invoice	20627				

Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$2,670.62
------------------	-----------	---------------	------	-------	--------------	------------

Claim Type

Claim# 6136 NORTH METRO TREE SERVICE IN

Cash Payment	E 101-43210-439 Recycling Days	BRUSH DAYS			\$1,975.00
Invoice	001				

Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$1,975.00
------------------	-----------	---------------	------	-------	--------------	------------

Claim Type

Claim# 6153 PAUSTIS WINE COMPANY

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$28.75
Invoice	87572				
Cash Payment	E 609-49751-253 Wine For Resale	WINE			\$2,096.00
Invoice	87572				

Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$2,124.75
------------------	-----------	---------------	------	-------	--------------	------------

Claim Type

Claim# 6156 PHILLIPS WINE & SPIRITS CO.

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$1.57
Invoice	6027524				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$18.84
Invoice	6027523				

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 7

*Claim Register©

AP 05-04-2020

May 2020

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$87.93
	Invoice 6027522					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.				\$49.50
	Invoice 6027524					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$533.25
	Invoice 6027523					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$6,514.40
	Invoice 6027522					
Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$7,205.49

Claim Type

Claim#	6196	PROGRESSIVE BUILDERS				
Cash Payment	R 101-32210 Building Permits	PERMIT #2020-00104 PAID TWICE				\$140.00
	Invoice					
Cash Payment	G 101-20820 Surcharge Payable	PERMIT #2020-00104 PAID TWICE				\$1.00
	Invoice					
Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$141.00

Claim Type

Claim#	6138	PTL TIRE AND AUTO				
Cash Payment	E 101-43100-221 Vehicle Repair & Maintena	ALIGNMENT 2014 RAM				\$91.79
	Invoice 100467					
Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$91.79

Claim Type

Claim#	6180	RICCART HEATING				
Cash Payment	E 101-42210-401 Repairs/Maint Buildings	REPAIRS				\$386.00
	Invoice 2020-366					
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	REPAIRS				\$725.00
	Invoice 2020-366					
Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$1,111.00

Claim Type

Claim#	6158	SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$2.56
	Invoice 1946432					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$6.40
	Invoice 1946431					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$669.68
	Invoice 1946431					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$184.00
	Invoice 1946432					
Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$862.64

Claim Type

Claim#	6176	ST. FRANCIS TRUE VALUE HARD				
Cash Payment	E 601-49440-217 Other Operating Supplies	PARTS				\$1.31
	Invoice 43835					
Transaction Date	4/28/2020	Due 4/28/2020	CASH	10100	Total	\$1.31

Claim Type

Claim#	6178	SUN LIFE FINANCIAL				
Cash Payment	E 101-41400-130 Employer Paid Insurance	MAY INSURANCE				\$286.39
	Invoice .052020					
Cash Payment	E 101-41500-130 Employer Paid Insurance	MAY INSURANCE				\$148.77
	Invoice .052020					

CITY OF ST FRANCIS

04/30/20 10:41 AM

Page 8

***Claim Register©**

AP 05-04-2020

May 2020

Cash Payment	E 101-41910-130 Employer Paid Insurance	MAY INSURANCE				\$81.67
Invoice	.052020					
Cash Payment	E 101-42110-130 Employer Paid Insurance	MAY INSURANCE				\$991.72
Invoice	.052020					
Cash Payment	E 101-42210-130 Employer Paid Insurance	MAY INSURANCE				\$74.21
Invoice	.052020					
Cash Payment	E 101-42400-130 Employer Paid Insurance	MAY INSURANCE				\$75.20
Invoice	.052020					
Cash Payment	E 101-43100-130 Employer Paid Insurance	MAY INSURANCE				\$209.94
Invoice	.052020					
Cash Payment	E 101-43210-130 Employer Paid Insurance	MAY INSURANCE				\$46.65
Invoice	.052020					
Cash Payment	E 101-45200-130 Employer Paid Insurance	MAY INSURANCE				\$209.94
Invoice	.052020					
Cash Payment	E 601-49440-130 Employer Paid Insurance	MAY INSURANCE				\$129.98
Invoice	.052020					
Cash Payment	E 602-49490-130 Employer Paid Insurance	MAY INSURANCE				\$129.97
Invoice	.052020					
Cash Payment	E 609-49750-130 Employer Paid Insurance	MAY INSURANCE				\$140.93
Invoice	.052020					
Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$2,525.37

Claim Type

Claim# 6140 THE AMERICAN BOTTLING COMP

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC.				\$274.46
Invoice	3562315102					

Transaction Date	4/27/2020	Due 4/27/2020	CASH	10100	Total	\$274.46
------------------	-----------	---------------	------	-------	--------------	----------

Claim Type

Claim# 6197 VULGAMOTT, JACOB

Cash Payment	R 101-32210 Building Permits	CANCELLED PERMIT #2020-00151				\$149.70
Invoice						
Cash Payment	G 101-20820 Surcharge Payable	CANCELLED PERMIT #2020-00151				\$2.93
Invoice						

Transaction Date	4/30/2020	Due 4/30/2020	CASH	10100	Total	\$152.63
------------------	-----------	---------------	------	-------	--------------	----------

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$93,206.43
Total	\$93,206.43

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7 A

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Public Hearing for the 2020 Street Reconstruction and Watermain Improvement Project
DATE: May 4, 2020

OVERVIEW:

The streets included in the 2020 Street Reconstruction and Watermain Improvement Project were selected primarily based on street surface deterioration, utility age, available funding and overall program staging. The project will replace some old and undersized watermains and corresponding water services and provide an adequate stormwater collection system. This project will also replace deteriorated concrete curbing and bituminous surfacing. These infrastructure systems have served beyond their expected useful life. The two street reconstruction areas include Butterfield Drive, shown on Exhibit A, and the River Shores Neighborhood, shown on Exhibit B.

This project will also complete a watermain loop. The watermain loop includes an 8-inch PVC pipe from the River Shores Neighborhood to the wastewater treatment property. Currently all of the property's east of Rum River Boulevard between 225th Lane and 227th Court are only supplied in one direction. This loop will provide a more reliable water supply and facilitate water shut downs when required for watermain breaks and repairs. This project is shown on Exhibit C.

Staff has received bids for the 2020 Street Reconstruction and Watermain Improvement Project. The bids were opened on March 5, 2020 at 10:00 a.m. at the City Hall. A total of six bids were received. Bids ranged from \$2,182,045.79 to \$3,007,556.55. Kuechle Underground, Inc was the low bidder for the project. The low bid was \$2,182,045.79.

Per MN Statue 429 a Public Improvement Hearing must be conducted prior to considering a contract award for this project. Resolution 2020-20 which was approved by City Council on March 16, 2020 set the Public Improvement Hearing for April 6, 2020 at the regular scheduled City Council Meeting. The Hearing was subsequently continued to May 4, 2020. As required by Statue hearing notices were mailed to all benefited property owners. The notices included the proposed assessment for each property. The proposed assessments for each project area are attached.



ACTION TO BE CONSIDERED:

Consider Conducting the Public Hearing for the 2020 Street Reconstruction and Watermain Improvement Project.

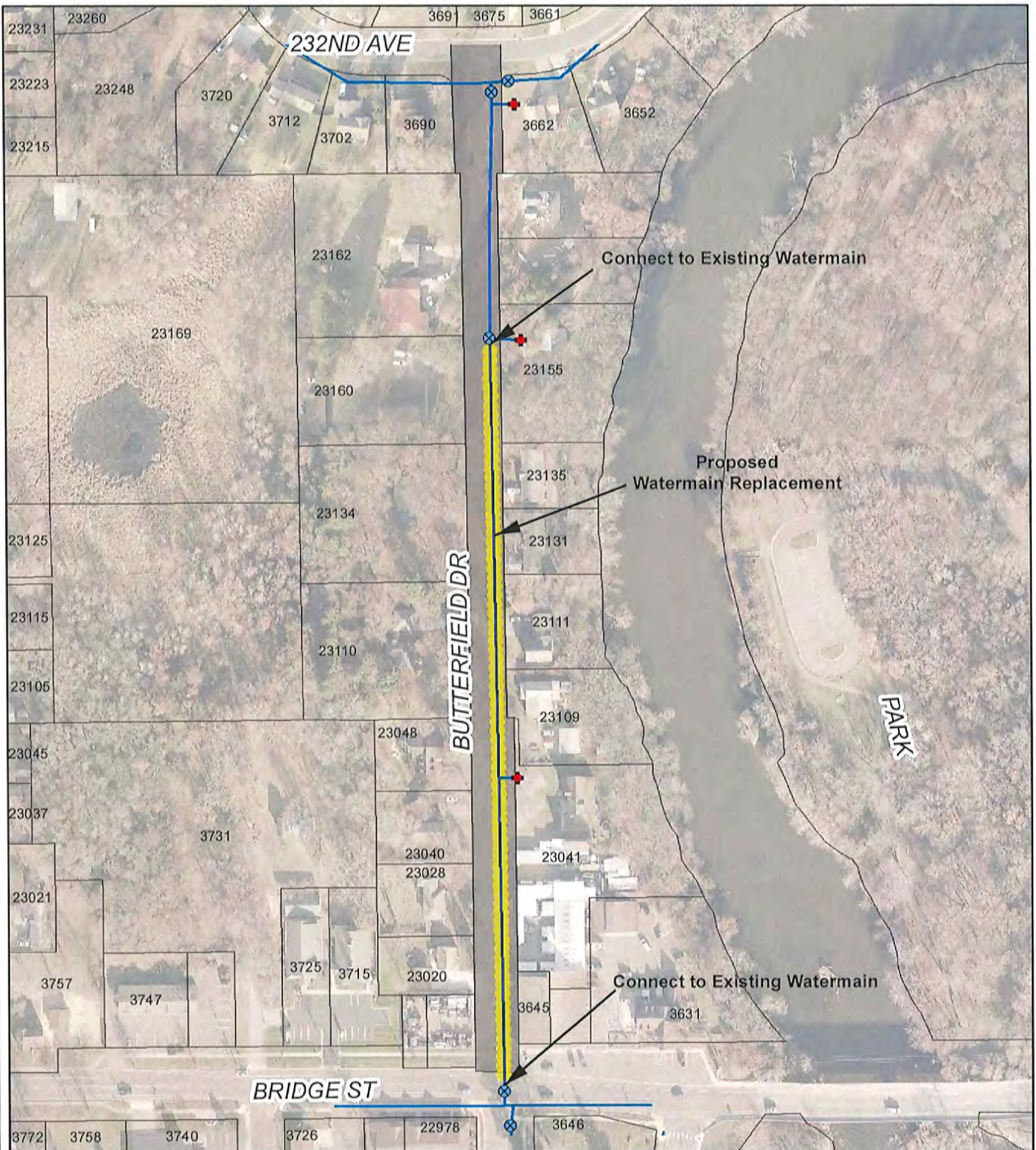
BUDGET IMPLICATION:

The feasibility report, approved by City Council on December 16, 2019, provides detail on the proposed assessments and funding sources for this project. The feasibility report estimated the construction for this project to be \$2,154,590.20. The actual bid is 1.3% higher than the preliminary estimate provided in the feasibility report.

The proposed assessments were updated from the Feasibility Report based on the actual bid prices. The assessments are based on the City's current assessment policy for the Front Footage Method. The assessments are based on assessing 40% of the watermain lateral costs, 40% of the storm sewer improvement costs, and 100 % of the water service costs. The Feasibility Report indicated a 15-year payment term. Assuming a 15-year term, 5% interest rate, and an average residential assessment of \$5,000 the annual payment for 15 years would be \$481.50 or \$40.13 per month.

ATTACHMENTS:

- Exhibits A- C – Project Location Maps
- Preliminary Assessment Roll – Butterfield Drive
- Preliminary Assessment Roll – River Shores Neighborhood
- Public Written Comments Contesting the Assessment



0 50 100 200
Feet



City of
St. Francis

Legend

- City Watermain
- Watermain Replacement
- Street Reconstruct
- + Hydrant
- ⊗ Water Valve

EXHIBIT A BUTTERFIELD DRIVE

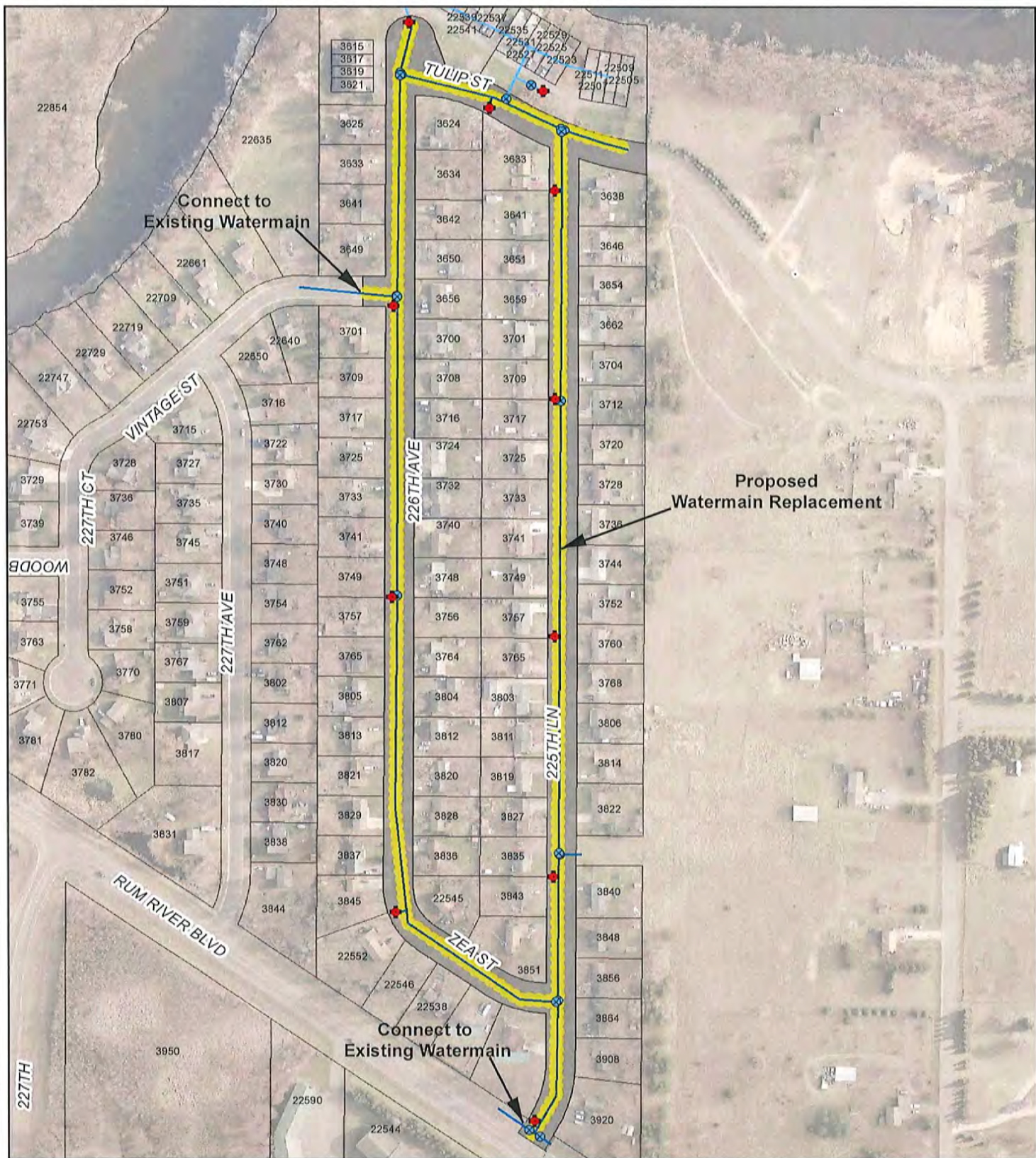
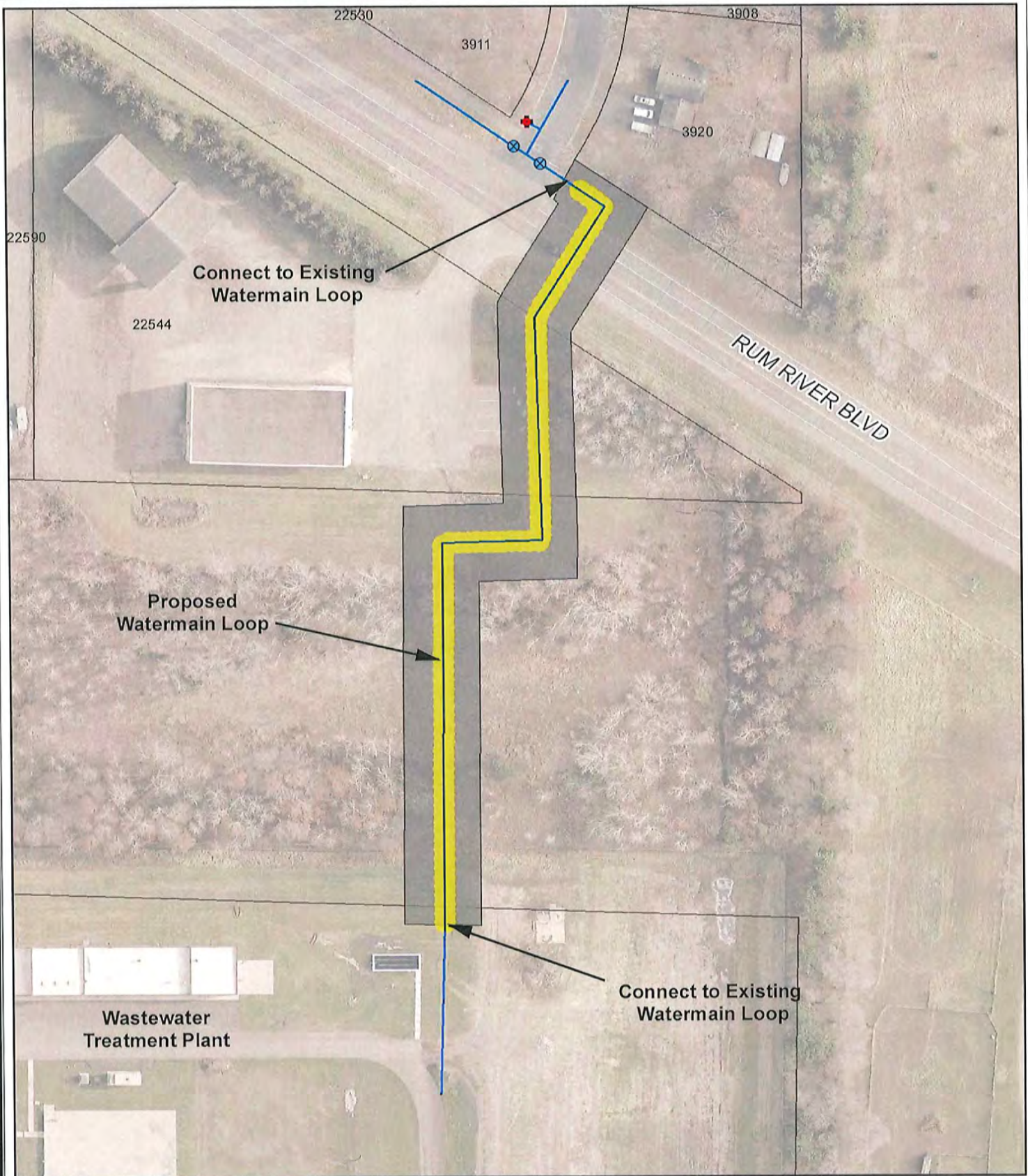


EXHIBIT B

RIVER SHORES NEIGHBORHOOD



0 25 50 100 Feet



Legend

- | | |
|----------------------------|-------------|
| City Watermain | Water Valve |
| Proposed Watermain Loop | Hydrant |
| Watermain Install Location | |

EXHIBIT C

**RUM RIVER BLVD
WATERMAIN LOOP**

Property List and Assessment Summary
Butterfield Drive - Complete Replacement

Residential Water Service Assessr \$2,100.00 Each
Multi-Family/Commercial Water Se \$4,500.00 Each
Watermain Lateral Assessment \$35.38 per foot
Storm Sewer Assessment \$55.11 per foot

Notes:
AP - Apartment
C - Commercial

PID	PROPERTY ADDRESS	OWNER/TAXPAYER	OWNER ADDRESS	WATERMAIN LATERAL ASSESSMENT		WATER SERVICE ASSESSMENT	STORM SEWER ASSESSMENT		TOTAL OWNER ASSESSMENT	TOTAL CITY COST
				OWNER (40%)	CITY (60%)		OWNER (40%)	CITY (60%)		
BUTTERFIELD DRIVE NW; BRIDGE STREET NW TO SOUTH OF 32ND AVENUE NW										
32-34-24-34-0066	23020 BUTTERFIELD DRIVE NW	ST. FRANCIS PROPERTIES LLC	3645 BRIDGE STREET NW ST. FRANCIS, MN 55070	\$1,132	\$1,658	\$2,100	\$1,764	\$2,645	\$4,996	\$4,343
32-34-24-34-0043	23028 BUTTERFIELD DRIVE NW	ST. FRANCIS PROPERTIES CO	P.O. BOX 747 ST. FRANCIS, MN 55070	\$1,415	\$2,123	\$2,100	\$2,204	\$3,307	\$5,719	\$5,430
32-34-24-34-0068	23040 BUTTERFIELD DRIVE NW	RICHARD C. WALLER JR	23040 BUTTERFIELD DRIVE NW	\$1,407	\$2,110	\$2,100	\$2,191	\$3,287	\$5,698	\$5,397
32-34-24-34-0060	23041 BUTTERFIELD DRIVE NW	ST. FRANCIS PROPERTIES LLC	3645 BRIDGE STREET NW ST. FRANCIS, MN 55070	\$3,997	\$5,995	\$4,500	\$6,225	\$9,338	\$14,722	\$15,333
32-34-24-34-0040	23048 BUTTERFIELD DRIVE NW	BAYVIEW LOAN SERVING LLC	4425 POINCE DE LEON BOULEVARD CORAL GABLES, FL 33146	\$1,401	\$2,102	\$2,100	\$2,182	\$3,274	\$5,683	\$5,376
32-34-24-31-0015	23109 BUTTERFIELD DRIVE NW	ROGER D. BRAUN	23109 BUTTERFIELD DRIVE NW	\$1,868	\$2,802	\$2,100	\$2,910	\$4,365	\$6,878	\$7,167
32-34-24-31-0023	23110 BUTTERFIELD DRIVE NW	JEFFREY A. MYERS	23110 BUTTERFIELD DRIVE NW	\$2,123	\$3,184	\$2,100	\$3,307	\$4,960	\$7,530	\$8,144
32-34-24-31-0051	23111 BUTTERFIELD DRIVE NW	ROGER SABRI SHARYLE SABIN	12147 LILLQUIST ROAD HIBBING, MN 55746	\$1,840	\$2,760	\$2,100	\$2,866	\$4,299	\$6,806	\$7,059
32-34-24-31-0052	23131 BUTTERFIELD DRIVE NW	GARY A. AND MIN C.L. GRAMS	23131 BUTTERFIELD DRIVE NW	\$1,274	\$1,911	\$2,100	\$1,884	\$2,976	\$5,358	\$4,687
32-34-24-31-0024	23134 BUTTERFIELD DRIVE NW	JAMES A. AND SHARON L. MYERS	P.O. BOX 651 ST. FRANCIS, MN 55070	\$2,123	\$3,184	\$2,100	\$3,307	\$4,960	\$7,530	\$8,144
32-34-24-31-0048	23135 BUTTERFIELD DRIVE NW	DALE TRACEY	23135 BUTTERFIELD DRIVE NW	\$1,274	\$1,911	\$2,100	\$1,984	\$2,976	\$5,358	\$4,687
32-34-24-31-0048	23155 BUTTERFIELD DRIVE NW	SCOTT K. SCHUMACHER	23155 BUTTERFIELD DRIVE NW	\$2,123	\$3,184	\$2,100	\$3,307	\$4,960	\$7,530	\$8,144
32-34-24-31-0025	23160 BUTTERFIELD DRIVE NW	BUTTERFIELD COMMONS LLC	3427 217TH AVENUE NW OAK GROVE, MN 55303	\$2,094	\$3,142	\$4,500	\$3,263	\$4,894	\$9,857	\$8,036
32-34-24-31-0021	23162 BUTTERFIELD DRIVE NW	CODEY J. BOLTE	13592 POPPY STREET NW ANDOVER, MN 55304	\$2,123	\$3,184	\$0	\$3,307	\$4,960	\$5,430	\$8,144
32-34-24-31-0050	23179 BUTTERFIELD DRIVE NW	TIMOTHY A. EISENSCHENK	23179 BUTTERFIELD DRIVE NW	\$1,284	\$1,897	\$0	\$1,969	\$2,954	\$3,233	\$4,851
BRIDGE STREET										
32-34-24-34-0027	3645 BRIDGE STREET NW	ST. FRANCIS PROPERTIES LLC	3645 BRIDGE STREET NW	\$1,401	\$2,102	\$4,500	\$2,182	\$3,274	\$8,083	\$5,376
UNASSIGNED ADDRESSES										
32-34-24-31-0049	UNASSIGNED	S & A CONSTRUCTION SERVICES INC	10884 274TH AVENUE NW ZIMMERMAN, MN 55398	\$1,274	\$1,911	\$2,100	\$1,984	\$2,976	\$5,358	\$4,687
32-34-24-34-0048	UNASSIGNED	ST. FRANCIS PROPERTIES LLC	3645 BRIDGE STREET NW ST. FRANCIS, MN 55070	\$969	\$1,454	\$4,500	\$1,510	\$2,265	\$6,979	\$3,719
				\$31,102	\$46,654	\$43,200	\$48,446	\$72,670	\$122,748	\$119,324

Property List and Assessment Summary for River Shores - Complete Replacement

Residential Water Service Assessment \$1,850.00 Each
Multi-Family/Commercial Water Service \$5,000.00 Each
Watermain Lateral Assessment \$50.66 per foot
Storm Sewer Assessment \$13.82 per foot

Notes:
TH - Townhome

PID	PROPERTY ADDRESS	OWNER/TAXPAYER	OWNER ADDRESS	WATERMAIN LATERAL ASSESSMENT		WATER SERVICE ASSESSMENT	STORM SEWER ASSESSMENT		TOTAL OWNER ASSESSMENT	TOTAL CITY COST
				OWNER (40%)	CITY (60%)		OWNER (40%)	CITY (60%)		
225TH LANE NW: RUM RIVER BOULEVARD NW TO TULIP STREET NW										
05-33-24-24-0035	3633 225TH LANE NW	STEVEN AND WENDY NORD	3633 225TH LANE NW	\$2,483	\$3,724	\$0	\$677	\$1,016	\$3,160	\$4,740
05-33-24-24-0013	3638 225TH LANE NW	KIMBERLY J. ROEPKE	3638 225TH LANE NW	\$2,442	\$3,663	\$1,850	\$666	\$999	\$4,958	\$4,662
05-33-24-24-0034	3641 225TH LANE NW	HEATHER V. CARLSON	3641 225TH LANE NW	\$2,026	\$3,040	\$1,850	\$553	\$829	\$4,429	\$3,869
05-33-24-24-0012	3646 225TH LANE NW	RONALD A. AND ELIZABETH A. RUDE	3646 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0033	3651 225TH LANE NW	WILLIAM J. AND LAURIE R. BERNARD	3651 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0011	3654 225TH LANE NW	ANNA MCKINNON	3654 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0032	3659 225TH LANE NW	THOMAS J. AND ANGELETE BAUMANN	3659 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0010	3662 225TH LANE NW	CHOICE HOMES INC	22465 MARBLE STREET NW NOWTHEN, MN 55330	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0031	3701 225TH LANE NW	BARRY E. ANDERSON TRUSTEE CORINNE L. ANDERSON TRUSTEE LAVERNE I. ANDERSON TRUSTEE	19203 JACKSON STREET NE CEDAR, MN 55011	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0009	3704 225TH LANE NW	KERRY SMITH	3704 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0030	3709 225TH LANE NW	JOSEPH KRONE PATRICIA SIMON	3709 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0008	3712 225TH LANE NW	WILLIAM A. STROM	1947 HIGHWAY 27 ISLE, MN 56342	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0029	3717 225TH LANE NW	CASEY W. SHIELDS	3717 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0007	3720 225TH LANE NW	VICTOR J. AND KAREN J. SCHLEGEL	3720 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0028	3725 225TH LANE NW	NATHANIEL W. SIMPSON	3725 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0006	3728 225TH LANE NW	TROY PEACOCK	3728 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0027	3733 225TH LANE NW	D.E. MALENKE M.N. KLOECKNER	3733 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0005	3736 225TH LANE NW	JEFFERY DOOLEY	2419 216TH AVENUE NE EAST BETHEL, MN 55011	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0026	3741 225TH LANE NW	JEFFREY N. JOHNSON	945 201ST LANE NE EAST BETHEL, MN 55011	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0004	3744 225TH LANE NW	TRAE D. STEVENSON	3744 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0025	3749 225TH LANE NW	COREY J. AND TAMMY L. NYBERG	3749 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0003	3752 225TH LANE NW	GABRIEL H. PEITSO	3752 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0024	3757 225TH LANE NW	DAVID G. INGELDEW VIRGINIA J. INGELDEW	3757 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0002	3760 225TH LANE NW	HAYWARD J. AND ALICE L. BALANCE	3760 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0023	3765 225TH LANE NW	CHARLES J. KSIAZEK JR.	3765 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0001	3768 225TH LANE NW	AJ INVESTMENTS LLC	15241 IGUANA STREET NW RAMSEY, MN 55303	\$1,622	\$2,434	\$1,850	\$443	\$664	\$3,915	\$3,098
05-33-24-23-0016	3803 225TH LANE NW	SEAN GAEDKE TASHA TOWLE	3803 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0009	3806 225TH LANE NW	MARIA L. DEGIDIO	3806 225TH LANE NW	\$1,624	\$2,436	\$1,850	\$443	\$665	\$3,917	\$3,101
05-33-24-23-0015	3811 225TH LANE NW	TAMARA A. GALLAGHER	3811 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0008	3814 225TH LANE NW	KURT ZIMMERMAN TRACY ZIMMERMAN	3814 225TH LANE NW	\$1,626	\$2,439	\$1,850	\$444	\$665	\$3,920	\$3,104
05-33-24-23-0014	3819 225TH LANE NW	MARY P. BERGLEY	3819 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0007	3822 225TH LANE NW	NANCY MACLEAN	3822 225TH LANE NW	\$2,135	\$3,202	\$0	\$582	\$874	\$2,717	\$4,076
05-33-24-23-0013	3827 225TH LANE NW	RICHARD R. AND DEBRA K. KUSS	3827 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095

PID	PROPERTY ADDRESS	OWNER/TAXPAYER	OWNER ADDRESS	WATERMAIN LATERAL ASSESSMENT		WATER SERVICE ASSESSMENT	STORM SEWER ASSESSMENT		TOTAL OWNER ASSESSMENT	TOTAL CITY COST
				OWNER (40%)	CITY (60%)		OWNER (40%)	CITY (60%)		
215TH LANE NW: RUM RIVER BOULEVARD NW TO TULIP STREET NW (CONTINUED)										
05-33-24-23-0012	3835 225TH LANE NW	HEIDI K. MEADE	23868 UTE STREET NW ST. FRANCIS, MN 55070	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0006	3840 225TH LANE NW	REGINA D. SCHWARTZ THOMAS E. SCHWARTZ	3840 225TH LANE NW	\$2,139	\$3,209	\$1,850	\$584	\$875	\$4,573	\$4,084
05-33-24-23-0011	3843 225TH LANE NW	SANTANA R. AND PROCESO C. ESTRADA	3843 225TH LANE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0005	3848 225TH LANE NW	JAMES E. AND KARRYN TRUE	3848 225TH LANE NW	\$1,635	\$2,452	\$1,850	\$446	\$669	\$3,931	\$3,121
05-33-24-23-0010	3851 225TH LANE NW	KURT S. AND EILEEN B. FILEK	3851 225TH LANE NW	\$2,722	\$4,082	\$1,850	\$742	\$1,114	\$5,314	\$5,196
05-33-24-23-0004	3856 225TH LANE NW	HEIDI K. MEADE	23868 UTE STREET NW ST. FRANCIS, MN 55070	\$1,637	\$2,455	\$1,850	\$446	\$670	\$3,933	\$3,125
05-33-24-23-0003	3864 225TH LANE NW	TIMOTHY T. AND TAMMY L. ATKINS	3864 225TH LANE NW	\$1,639	\$2,458	\$1,850	\$447	\$671	\$3,936	\$3,129
05-33-24-23-0002	3908 225TH LANE NW	ANTHONY J. BACON CHRISTINE L. OLSEN	3908 225TH LANE NW	\$1,709	\$2,564	\$1,850	\$466	\$699	\$4,025	\$3,263
05-33-24-23-0023	3911 225TH LANE NW	ANNA MERCHLEWICZ MATHEW J. MERCHLEWICZ	3911 225TH LANE NW	\$3,787	\$5,681	\$1,850	\$1,033	\$1,550	\$6,670	\$7,231
05-33-24-23-0001	3920 225TH LANE NW	JARAE M. MIDLO MICHAEL J. MIDLO	3920 225TH LANE NW	\$3,520	\$5,281	\$1,850	\$960	\$1,441	\$6,330	\$6,722
ZEA STREET NW: 225TH LANE NW TO 226TH AVENUE NW										
05-33-24-23-0024	22530 ZEA STREET NW	ESME J. SUBY JACOB M. SUBY	22530 ZEA STREET NW	\$1,802	\$2,703	\$1,850	\$492	\$737	\$4,144	\$3,440
05-33-24-23-0025	22538 ZEA STREET NW	JOSE A. AND PAMELA J. GONZALEZ	22538 ZEA STREET NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0022	22545 ZEA STREET NW	ALEXIS E. AND BRADLEY K. CARLSON	22545 ZEA STREET NW	\$2,324	\$3,486	\$0	\$634	\$951	\$2,968	\$4,437
05-33-24-23-0026	22546 ZEA STREET NW	ALICIA MARIE JEROME	22546 ZEA STREET NW	\$1,623	\$2,435	\$1,850	\$443	\$664	\$3,916	\$3,099
05-33-24-23-0027	22552 ZEA STREET NW	NICHOLAS W. AND MICHELLE KATSERES	22552 ZEA STREET NW	\$2,334	\$3,502	\$1,850	\$637	\$955	\$4,821	\$4,457
226TH AVENUE NW: ZEA STREET NW TO TULIP STREET NW										
05-33-24-24-0036	3624 226TH AVENUE NW	BRIAN JONES TRAM JONES	3624 226TH AVENUE NW	\$1,904	\$2,856	\$1,850	\$519	\$779	\$4,273	\$3,635
05-33-24-24-0017	3625 226TH AVENUE NW	JACOB MAYER KATHERINE MAYER	3625 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0016	3633 226TH AVENUE NW	LAWRENCE MARTINEZ RIVAS KATIE MARTINEZ	3633 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0037	3634 226TH AVENUE NW	BRYAN J. GLYNN LINDA A. GLYNN	3634 226TH AVENUE NW	\$2,026	\$3,040	\$1,850	\$553	\$829	\$4,429	\$3,869
05-33-24-24-0015	3641 226TH AVENUE NW	CHAD R. SOLEI	3641 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0038	3642 226TH AVENUE NW	HOUA LAO KER WANG	3642 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0014	3649 226TH AVENUE NW	XIONG KHA LOR TONG SOR	3649 226TH AVENUE NW	\$2,128	\$3,192	\$1,850	\$580	\$871	\$4,558	\$4,063
05-33-24-24-0039	3650 226TH AVENUE NW	VERNON C. GARDINIER	3650 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0040	3656 226TH AVENUE NW	LORI SHERRETT RANDY BRATSCHE	3656 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0041	3700 226TH AVENUE NW	SCOTT M. LOSO TANYA M. LOSO	3700 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0058	3701 226TH AVENUE NW	DALE D. AND BARBARA J. THOMPSON	3701 226TH AVENUE NW	\$2,128	\$3,192	\$1,850	\$580	\$871	\$4,558	\$4,063
05-33-24-24-0042	3708 226TH AVENUE NW	BRIAN J. SCHOLTZ	3708 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0057	3709 226TH AVENUE NW	CYNTHIA L. KLATT	3709 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0043	3716 226TH AVENUE NW	SCOTT K. MEYERS	3716 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0056	3717 226TH AVENUE NW	MARY B. SANDMANN	3717 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0044	3724 226TH AVENUE NW	DOUGLAS V. AND K. M. SHIBONSKI	3724 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0055	3725 226TH AVENUE NW	JOSEPH L. MAYER	3725 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0045	3732 226TH AVENUE NW	CONSTANCE J. ANLAUF MARK E. ANLAUF	3732 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0054	3733 226TH AVENUE NW	JASON A. AND TRACY S. KEECH	3733 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0046	3740 226TH AVENUE NW	ROBERT KNOWLES	3740 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095

PID	PROPERTY ADDRESS	OWNER/TAXPAYER	OWNER ADDRESS	WATERMAIN LATERAL ASSESSMENT		WATER SERVICE ASSESSMENT	STORM SEWER ASSESSMENT		TOTAL OWNER ASSESSMENT	TOTAL CITY COST
				OWNER (40%)	CITY (60%)		OWNER (40%)	CITY (60%)		
226TH AVENUE NW: ZEA STREET NW TO TULIP STREET NW (CONTINUED)										
05-33-24-24-0053	3741 226TH AVENUE NW	JEFFREY BOMSTAD SUZANNE BOMSTAD	3741 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0047	3748 226TH AVENUE NW	JOSEPH AND PAMELA CEILINSKI	3748 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0052	3749 226TH AVENUE NW	MIGUEL ANGEL MARIN	3749 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0048	3756 226TH AVENUE NW	KYLE J. LIMANEN	3756 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0051	3757 226TH AVENUE NW	ROBERT W. AND TERRI L. MUELLER	3757 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0049	3764 226TH AVENUE NW	JOHN D. SJURSETH	3764 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-24-0050	3765 226TH AVENUE NW	JOHN S. MORTON	3765 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0017	3804 226TH AVENUE NW	GARY D. OGG	3804 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0033	3805 226TH AVENUE NW	JASON T. ANTILA	3805 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0018	3812 226TH AVENUE NW	SCOTT A. HOLMES	3812 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0032	3813 226TH AVENUE NW	CHRISTOPHER M. ARTHUR	3813 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0019	3820 226TH AVENUE NW	LUCILLE MARIE ENGEL PHILIP ENGEL	3820 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0031	3821 226TH AVENUE NW	DANIEL OLSON	3821 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0020	3828 226TH AVENUE NW	ROGER D. AND JANIS K. BIALKE	3828 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0030	3829 226TH AVENUE NW	CORY RINGWELSKI	3829 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0021	3836 226TH AVENUE NW	CHERLE AHLSTROM JASON AHLSTROM	3836 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0029	3837 226TH AVENUE NW	JEREMAH DROPPS	3837 226TH AVENUE NW	\$1,621	\$2,432	\$1,850	\$442	\$663	\$3,913	\$3,095
05-33-24-23-0028	3845 226TH AVENUE NW	STACIE UHRICH	3845 226TH AVENUE NW	\$2,064	\$3,096	\$1,850	\$563	\$845	\$4,477	\$3,941
226TH AVENUE NW: ZEA STREET NW TO TULIP STREET NW (TOWNHOUSES ON THE RUM RIVER)										
05-33-24-13-0021	3555 226TH AVENUE NW	LEANN R. SANBORN	3555 226TH AVENUE NW	\$962	\$992	\$417	\$180	\$271	\$1,259	\$1,263
05-33-24-13-0022	3557 226TH AVENUE NW	DENNIS HERRBOLDT	3557 226TH AVENUE NW	\$548	\$821	\$417	\$149	\$224	\$1,114	\$1,045
05-33-24-13-0023	3559 226TH AVENUE NW	WILLIAM J. CARIK	3559 226TH AVENUE NW	\$548	\$821	\$417	\$149	\$224	\$1,114	\$1,045
05-33-24-13-0024	3561 226TH AVENUE NW	MARIE L. BAKKE TRUSTEE	3561 226TH AVENUE NW	\$862	\$992	\$1,850	\$180	\$271	\$1,259	\$1,263
05-33-24-24-0071	3615 226TH AVENUE NW	STEPHEN WADDELL	3615 226TH AVENUE NW	\$862	\$992	\$1,850	\$180	\$271	\$2,692	\$1,263
05-33-24-24-0072	3617 226TH AVENUE NW	KATIE ERICKSON	3617 226TH AVENUE NW	\$548	\$821	\$1,850	\$149	\$224	\$2,547	\$1,045
05-33-24-24-0073	3619 226TH AVENUE NW	GEORGE L. AND JULIETTE L. WATSON	3619 226TH AVENUE NW	\$548	\$821	\$1,850	\$149	\$224	\$2,547	\$1,045
05-33-24-24-0074	3621 226TH AVENUE NW	BRADLEY S. NELSON	3621 226TH AVENUE NW	\$862	\$992	\$1,850	\$180	\$271	\$2,692	\$1,263

PID	PROPERTY ADDRESS	OWNER/TAXPAYER	OWNER ADDRESS	WATERMAIN LATERAL ASSESSMENT		WATER SERVICE ASSESSMENT	STORM SEWER ASSESSMENT		TOTAL OWNER ASSESSMENT	TOTAL CITY COST
				OWNER (40%)	CITY (60%)		OWNER (40%)	CITY (60%)		
TULIP STREET NW: 216TH AVENUE NW TO SOUTH OF 225TH LANE NW (TOWNHOUSES ON THE RUM RIVER)										
05-33-24-24-0060	22505 TULIP STREET NW	PAUL DOUGLAS AGRANOFF REBECCA ANN AGRANOFF	28797 NAVAJO STREET NW ISANTI, MN 55040	\$593	\$890	\$417	\$162	\$243	\$1,172	\$1,133
05-33-24-24-0061	22507 TULIP STREET NW	TROY EKBERG	22507 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-24-0062	22509 TULIP STREET NW	BEVERLY STAMPEE	22509 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-24-0063	22511 TULIP STREET NW	JESSE JOHN ENGLEHART	22511 TULIP STREET NW	\$593	\$890	\$417	\$162	\$243	\$1,172	\$1,133
05-33-24-24-0064	22523 TULIP STREET NW	THOMAS J. AND KATHLEEN GREEN	22523 TULIP STREET NW	\$593	\$890	\$417	\$162	\$243	\$1,172	\$1,133
05-33-24-24-0065	22525 TULIP STREET NW	MARK CALLENDER	14721 NEON STREET NW RAMSEY, MN 55303	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-24-0066	22527 TULIP STREET NW	J.J. MCCARTHY C.M. SCHWIEGER	22527 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-24-0067	22529 TULIP STREET NW	TIMOTHY D. REESE	22529 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-24-0068	22531 TULIP STREET NW	JOHN B. AND PAULINE A. HAYES	22531 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-24-0069	22535 TULIP STREET NW	AARON SORENSON JAMIE SORENSON	15241 IGUANA STREET NW RAMSEY, MN 55303	\$593	\$890	\$417	\$162	\$243	\$1,172	\$1,133
05-33-24-13-0028	22537 TULIP STREET NW	DALTON JOHNSON	22537 TULIP STREET NW	\$593	\$890	\$417	\$162	\$243	\$1,172	\$1,133
05-33-24-13-0012	22539 TULIP STREET NW	THOMAS PODGORAK CONNIE PODGORAK	22539 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-13-0013	22541 TULIP STREET NW	LUELLA B. MANGEN	22541 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-13-0014	22543 TULIP STREET NW	AUSTIN M. AEED	22543 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-13-0015	22545 TULIP STREET NW	SUSAN J. YEE	22545 TULIP STREET NW	\$502	\$753	\$417	\$137	\$205	\$1,056	\$958
05-33-24-13-0016	22547 TULIP STREET NW	JOSE CONTRERAS	22547 TULIP STREET NW	\$593	\$890	\$417	\$162	\$243	\$1,172	\$1,133
05-33-24-13-0017	22555 TULIP STREET NW	FORREST WEBB	22555 TULIP STREET NW	\$662	\$992	\$417	\$180	\$271	\$1,259	\$1,263
05-33-24-13-0018	22557 TULIP STREET NW	LAWRENCE J. KIRSCH	22557 TULIP STREET NW	\$548	\$821	\$417	\$149	\$224	\$1,114	\$1,045
05-33-24-13-0019	22559 TULIP STREET NW	BRADLEY G. DAWSON RUTH M. SAWSON	22559 TULIP STREET NW	\$548	\$821	\$417	\$149	\$224	\$1,114	\$1,045
05-33-24-13-0020	22561 TULIP STREET NW	GRETA J. EASTMAN	5575 240TH STREET N FOREST LAKE, MN 55025	\$662	\$992	\$417	\$180	\$271	\$1,259	\$1,263
UNASSIGNED ADDRESS										
05-33-24-13-0027	UNASSIGNED	NORTH RIVER TOWNHOUSES	1303 GENEVA AVENUE N OAKDALE, MN 55128	\$0	\$0	\$0	\$0	\$0	\$0	\$0
05-33-24-24-0075	UNASSIGNED	TOWNHOUSES ON RIVER ASSOCIATION	3775 217TH AVENUE NW ANOKA, MN 55303	\$0	\$0	\$0	\$0	\$0	\$0	\$0
				\$167,419	\$251,154	\$170,958	\$45,653	\$68,487	\$384,030	\$319,641

\$167,419 \$251,154 \$170,958 \$45,653 \$68,487 \$384,030 \$319,641

Barb Held

From: Mary Sandmann <marysandmann@yahoo.com>
Sent: Tuesday, April 28, 2020 1:44 PM
To: Barb Held
Cc: Mary Sandmann
Subject: Proposed assessment amount

Caution: This email originated outside our organization; please use caution.

Cost and timing of this Financial burden on the citizens of St. Francis is ridiculous ... to ask for this amount of funds/money is totally unacceptable given how the cost of living due to the pandemic has cost people jobs and and financial stability to provide for there families.
Please don't move forward with something that people can't afford to pay for.

Thank you,
Mary Sandmann

Sent from Yahoo Mail for iPhone

RECEIVED

APR 28 2020

City of St. Francis

4-27-20

TO whom it may concern-

I Realize the road Has to be paved on 226th Ave N.W. But the time couldn't be worse, with what is going on in this world- most people are out of jobs and continue to struggle with day to day needs. giving up almost \$4000.00 at this time is terrible. We get a Stimulus check to pay bills and it like your taking it away + 2000.00. Please rethink this Project and only do what is absolutely necessary. There Has to be a better solution- we pay City & County & State taxes so we can have better Roads - what is it that when something needs to be done they just keep asking for more!

Resident of River Shores
property 05-33-24-24-0044

RECEIVED

APR 29 2020

City of St. Francis



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

7 A-1

TO: Joe Kohlmann, City Administrator

FROM: Craig Jochum, City Engineer

SUBJECT: 2020 Street Reconstruction and Watermain Improvement Project–Resolution
2020-22 Resolution Accepting Bids

DATE: May 4, 2020

OVERVIEW:

Staff has advertised the 2020 Street Reconstruction and Watermain Improvement Project. The bids were opened on March 5, 2020 at 10:00 a.m. at the City Hall. A total of six bids were received. Bids ranged from \$2,182,045.79 to \$3,007,556.55.

An Alternate Bid for Butterfield Drive was also received. The Alternate Bid considered a 27-foot-wide street and 5-foot sidewalk in lieu of a 32-foot-wide street with no sidewalk. The Alternat Bids ranged from \$152,673.98 to \$181,250.36.

The attached resolution includes a summary of the 6 bids received. Kuechle Underground, Inc was the lowest responsible bidder for the Base Bid or the combination of the Base Bid and Alternate Bid.

The low bid for the Base Bid is \$2,182,045.79. If the City accepts the Alternate Bid the contract amount would increase by \$61,116.00. With the Alternate Bid the total contract amount would be \$2,243,161.79.

Bids were also received to replace the trees that will be removed with the project. A total of 58 trees will be removed. Replacement trees would be \$28,710.00. This amount is included in the Base Bid. If the replacement trees are eliminated from the bid the total contract amount would be \$2,153,335.79.

Staff is familiar with Kuechle Underground, Inc and finds them to be a responsible bidder.

ACTION TO BE CONSIDERED:

Consideration to adopt Resolution 2020-22 Resolution Accepting Bids

BUDGET IMPLICATION:

The feasibility report, approved by City Council on December 16, 2019, provides detail on the proposed assessments and funding sources for this project. The feasibility report estimated the construction for this project to be \$2,154,590.20. The actual bid is 1.3% higher than the preliminary estimate provided in the feasibility report.

ATTACHMENTS: RESOLUTION 2020-22- RESOLUTION ACCEPTING BIDS

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

RESOLUTION 2020-22

**A RESOLUTION FOR ACCEPTING BIDS FOR THE 2020 STREET RECONSTRUCTION
AND WATERMAIN IMPROVEMENT PROJECT**

WHEREAS, pursuant to the advertisement for bids for the 2020 Street Reconstruction and Watermain Improvement Project bids were received, opened and tabulated according to law, and the following Base Bids were received complying with the advertisement:

Kuechle Underground, Inc.	\$2,182,045.79
Douglas-Kerr Underground, LLC	\$2,738,014.83
North Valley, Inc.	\$2,795,952.89
R.L. Larson Excavating, Inc	\$2,916,423.69
Northdale Construction, Inc.	\$3,007,179.40
Myer Contracting, Inc	\$3,007,556.55

AND WHEREAS, the City received an Alternate Bid for Butterfield Drive to consider a 27-foot-wide street and 5-foot sidewalk in lieu of a 32-foot-wide street with no sidewalk;

AND WHEREAS, the following Alternate Bids were received complying with the advertisement:

Kuechle Underground, Inc.	\$162,222.00
Douglas-Kerr Underground, LLC	\$178,103.90
North Valley, Inc.	\$152,673.98
R.L. Larson Excavating, Inc	\$169,724.50
Northdale Construction, Inc.	\$181,250.36
Myer Contracting, Inc	\$166,952.63

AND WHEREAS, it appears that Kuechle Underground, Inc of Kimball, Minnesota is the lowest responsible bidder for the Base Bid or the combination of the Base Bid and Alternate Bid;

AND WHEREAS, the City accepts the bid proposal in the amount of \$2,182,045.79.

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Kuechle Underground, Inc of Kimball, Minnesota in the name of the City of St. Francis for the 2020 Street Reconstruction and Watermain Improvement Project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4th DAY OF MAY, 2020.

ATTEST:

Barbara I. Held, City Clerk

APPROVED:

Steven D. Feldman, Mayor

City Council
AGENDA REPORT
Agenda Item #
9A

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Drake Street Encroachment Agreement
DATE: May 4, 2020

OVERVIEW

A parcel located off Drake Street is looking to build a new single family home. It currently does not abut a public right-of-way which is required to be considered a buildable lot for structures. BGS worked with the land owner attorney and the contiguous property owner to develop an encroachment agreement to allow for access. This will provide the land owner the opportunity to build a home.

This agreement is in place until the extension of Drake Street is extended to the north.

This item was discussed at the September 24th, 2019 Work session and the direction was given to either prepare an encroachment agreement or request a variance. The encroachment agreement is attached.

ITEMS TO BE DISCUSSED:

Council to approve the attached Encroachment Agreement

ATTACHMENTS:

Encroachment Agreement
Parcel Aerial

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "Agreement"), is made and entered into on this ____ day of _____, 2020, by and between the City of St. Francis, a municipal corporation organized under the laws of the State of Minnesota (the "City") and J NIEVES ATILANO DAVALOS and MELIDA ATILANO, husband and wife, (the "Owners").

RECITALS

WHEREAS, the Owners own that real property within the City legally described on Exhibit A attached hereto which has a Parcel Identification Number of 35-34-24-22-0010 (the "Property");

WHEREAS, the Owners have made application to the City for Subdivision of the Property. The parcel to be subdivided from the Property shall be legally described as follows:

The south 230 feet of the east 350 feet of that part of the west 732.63 feet of the NW¼ of the NW¼ of Section 35, Township 34, Range 24, Anoka County, Minnesota lying south of the north 654.03 feet thereof,

all as shown on Exhibit B attached hereto (hereinafter the "Subdivided Parcel");

WHEREAS, the City agrees to grant the subdivision of the Property on the condition that this Agreement be entered into between City and Owners;

WHEREAS, the Subdivided Parcel does not abut a public right-of-way but is in close proximity to the cul-de-sac at the north end of improved Drake Street and does abut an unimproved road easement in favor of the City which will someday be improved to extend Drake Street north all as shown on the attached Exhibit B;

WHEREAS, the owner of the land to the east conveyed a 66-foot road easement to the City (recorded as Anoka County Recorder Document No. 2130046.008) (the "City Road Easement")

that abuts the east boundary line of the Subdivided Parcel as shown on Exhibit B. The City Road Easement is unimproved; and

WHEREAS, Owners desire to construct a "Driveway Access" through a portion of the unimproved City Road Easement from the east boundary line of the Subdivided Parcel to the northerly boundary line of the improved portion of Drake Street Northwest, St. Francis Minnesota, as delineated in the attached Exhibit B; and

WHEREAS, the City is willing to permit Owners to construct and temporarily use the Driveway Access within City Road Easement on the conditions that Owners and their heirs and assigns a) indemnify the City, b) maintain the Driveway Access, including all day-to-day and long-term maintenance, replacement, snow removal, and sweeping of the Driveway Access, and c) that Owners agree that such right-of-way encroachment by Owners shall cease and the Driveway Access shall be removed upon the improvement and extension of the applicable portion of Drake Street Northwest, which is anticipated to occur upon future development of the properties to the north of the current Cul-de-sac on the northern portion of Drake Street Northwest.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, it is hereby agreed between Owners and the City as follows:

1. The recitals above shall be a part of this Agreement as if fully set forth herein.
2. The City hereby grants Owners and their heirs and assigns permission to construct and temporarily use the Driveway Access delineated on Exhibit B to connect and provide legal access from the Subdivided Parcel to the improved portion of Drake Street Northwest, in accordance with the standards set forth in City Code, and subject to a standard approved by the City Engineer.
3. Owners and their heirs and assigns shall each be responsible for the construction, reconstruction and all day-to-day and long-term maintenance, replacement, snow removal, refuse removal and sweeping and any street signs necessitated by this Agreement related to the Driveway Access.
4. Owner and its heirs and assigns shall indemnify, defend, and hold harmless the City and the owner of the real property where the City Roadway Easement traverses from all claims, liabilities, and causes of action which are a direct or indirect result of the City's grant of the permission contemplated in this Agreement or any use of the Driveway Access by Owners, its heirs, assigns, invitees, agents or any third parties or their presence on the City Road Easement.
5. Owners acknowledge and agree that the right conferred in this Agreement to encroach upon the City Road Easement shall cease and the Driveway Access may be removed at Property Owner's cost only upon the improvement and extension of the applicable portion of Drake Street Northwest, which is anticipated to occur upon future development of the properties to the north of Drake Street Northwest. At such time as Drake Street is improved along the east boundary of the Subdivided

Parcel, the City hereby acknowledges and agrees that the Subdivided Parcel shall have legal access to the fully developed and extended Drake Street Northwest, which street shall be constructed to reasonably avoid extra costs to the Owners and their heirs and assigns (i.e., Drake Street Northwest's curb shall be cut where the Subdivided Parcel's Driveway Access meets the improved Drake Street, if reasonable, in order to avoid the need to move or reconstruct the Driveway Access in its entirety).

6. This Agreement shall be recorded with the Anoka County Recorder and shall run with the Property, shall bind the City, the Owner, their heirs and assigns, and be recorded as an encumbrance against and an appurtenant right of the Subdivided Parcel.
7. Attached as Exhibit C is a copy of the 66-foot roadway easement upon the 20-acre parcel to the east upon and through which the Driveway Access shall be constructed to gain access to improved Drake Street. The underlying owner of this 20-acre parcel shall execute a consent to this Agreement allowing the Owners ingress and egress upon the Driveway Access through the City Roadway Easement in accordance with this Agreement.
8. The parties agree that the undersigned representatives have full authority to bind their respective entities to the terms of this Agreement.
9. The Property Owners will pay the reasonable staff, consultant, and attorney's fees associated with the creation of this agreement. The City shall provide a detailed list of costs to the Property Owners.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

OWNERS:

J NIEVES ATILANO DAVALOS

Date _____

By: _____

Property Owner

MELIDA ATILANO

Date _____

By: _____

Property Owner

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by J. Nieves Atilano Davalos and Melida Atilano, husband and wife.

Notary Public

CITY:

CITY OF ST. FRANCIS

Date _____

By: _____

Its Mayor

Date _____

By: _____

Its City Clerk

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing instrument was acknowledge before me this _____ day of _____, 2020, by _____, the Mayor and _____, the City Clerk of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD. (MCMS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
(763) 780-8500

1988465v10

CONSENT TO ENCROACHMENT AGREEMENT

Date: _____, 2020

RANDAL G. GERDIN and **CHERYL J. GERDIN**, husband and wife, the fee owners of real property within the City of St. Francis, Anoka County, Minnesota, legally described as: That part of the NW ¼ of the NW ¼ of Section 35, Township 34, Range 24, Anoka County Minnesota lying east of the West 732.63 feet thereof (the "Burdened Property"), hereby consents to the filing of that certain Encroachment Agreement to which this Consent is attached and hereby join in and agree that their interest in the Burdened Property is subject to the terms, covenants and conditions as set forth therein.

RANDAL G. GERDIN

CHERYL J. GERDIN

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2020, by **RANDAL G. GERDIN** and **CHERYL J. GERDIN**, husband and wife.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD. (CMS)
200 Coon Rapids Boulevard, Suite 400
Coon Rapids, Minnesota 55433
763-780-8500

EXHIBIT A

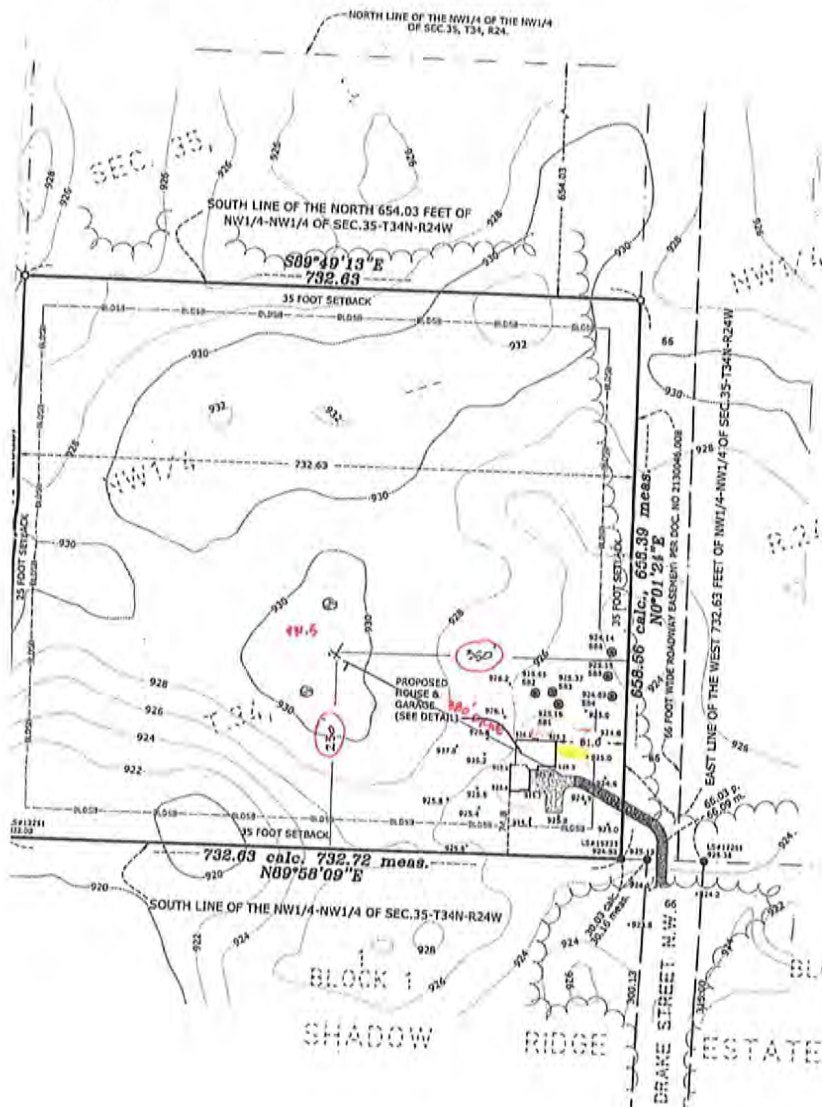
Legal Description of the Property

That part of the west 732.63 feet of the NW¼ of the NW¼ of Section 35, Township 34, Range 24, Anoka County, Minnesota lying south of the north 654.03 feet thereof. Subject to easements of record.

EXHIBIT B

Map showing Subdivided Parcel, City Road Easement and Drake Street

B35XX
 Drake St NW
 Minnesota 55070
 LUPEA 152 @ gmail.com
 612-597-0629



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

[Signature]

DRAWN BY: CJT	JOB NO: 19584HS	DATE: 07/31/11
CHECK BY: JER	FIELD CREW: DT / CT	

EXHIBIT C

Easement Agreement for Roadway Access for Future Drake Street Northwest Extension



Record ID 3836056

2130046.008

ROADWAY EASEMENT

THIS ROADWAY EASEMENT (this "Easement") is made this 10 day of FEB, 2016, by and between Randal G. Gerdin and Cheryl J. Gerdin, husband and wife, hereinafter jointly referred to as "Grantors", and the CITY OF ST. FRANCIS, a Minnesota municipal corporation, the Grantee, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Grantors are the owners of real property located within the City of St. Francis and County of Anoka, State of Minnesota, legally described on Exhibit A attached hereto (hereinafter referred to as the "Burdened Property"); and

WHEREAS, the Grantors wish to grant an easement for public roadway purposes over a portion of the Burdened Property in favor of the City.

NOW, THEREFORE, Grantors in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City, its successors and assigns, forever, a permanent easement for roadway, drainage and utility purposes over, across, on, under, and through land situated within the County of Anoka, State of Minnesota, described on the attached Exhibit B (hereinafter referred to as "Permanent Easement Premises").

This easement includes the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Permanent Easement Premises at all reasonable times to construct, reconstruct, inspect, repair, and maintain the roadway, drainage and utilities over, across, on, under, and through the easement, together with the right to grade, level, fill, drain, and excavate the easement, and the further right to remove fences, trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said roadway, drainage and

utilities. The City shall not be required to replace any fences, curb, gutters, shrubs, bushes and/or trees removed by the City.

The above named Grantors, themselves, their successors and assigns do covenant with the City, its successors and assigns, that it is well seized in fee title of the above described Permanent Easement Premises and that they have the sole right to grant and convey the easement to the City.

City has no immediate plans to construct a roadway within the Permanent Easement Premises and by receipt of this roadway easement the City makes no representation warranty or covenant to construct a road within the easement area.

IN TESTIMONY WHEREOF, the Grantors hereto have signed this Easement the day and year first above written.

GRANTORS:

By: Randal G. Gerdin
Randal G. Gerdin

By: Cheryl J. Gerdin
Cheryl J. Gerdin

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 10th day of February, 2016, by Randal G. Gerdin and Cheryl J. Gerdin, husband and wife.

Kathy J. Paulson
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Barn, Guzy & Steffen, Ltd.
Charles M. Seykora
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
(763) 780-8500



660246-v1

EXHIBIT A
Legal Description of Burdened Property

That part of the NW ¼ of the NW ¼ of Section 35, Township 34, Range 24, Anoka County, Minnesota lying east of the West 732.63 feet thereof. Subject to the right of way of County State Aid Highway No. 24 (237th Avenue NW) over the North 40 feet thereof and subject to easements of record.

**EXHIBIT B
TO
ROADWAY EASEMENT**

Roadway Easement Description:

An easement for roadway purposes over, under and across the west 66.00 feet of the NW ¼ of the NW ¼ of Section 35, Township 34, Range 24, Anoka County, Minnesota, lying east of the West 732.63 feet thereof. Subject to the right of way of County State Aid Highway No. 24 (237th Avenue NW) over the North 40 feet thereof and subject to easements of record.

ANOKA COUNTY MINNESOTA

Document No.: 2130046.008 ABSTRACT

I hereby certify that the within instrument was filed in
this office for record on: 02/16/2016 12:38:00 PM

Fees/Taxes In the Amount of \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

PSM, Deputy

Record ID: 3836056



ST. FRANCIS FIRE & RESCUE

2020 1st Quarter Fire Department Report

Calls for Service

During the 1st quarter the fire department responded to 98 calls for service; this a decrease of 17 calls in comparison to 1st quarter of 2019 or a reduction of 16.9%. A further look back shows a total run volume in 2018 1st quarter of 78 calls for service. Since March 1st, we have seen our volumes steadily increase and we are now on pace to match last year's run volume of 484 calls for service.



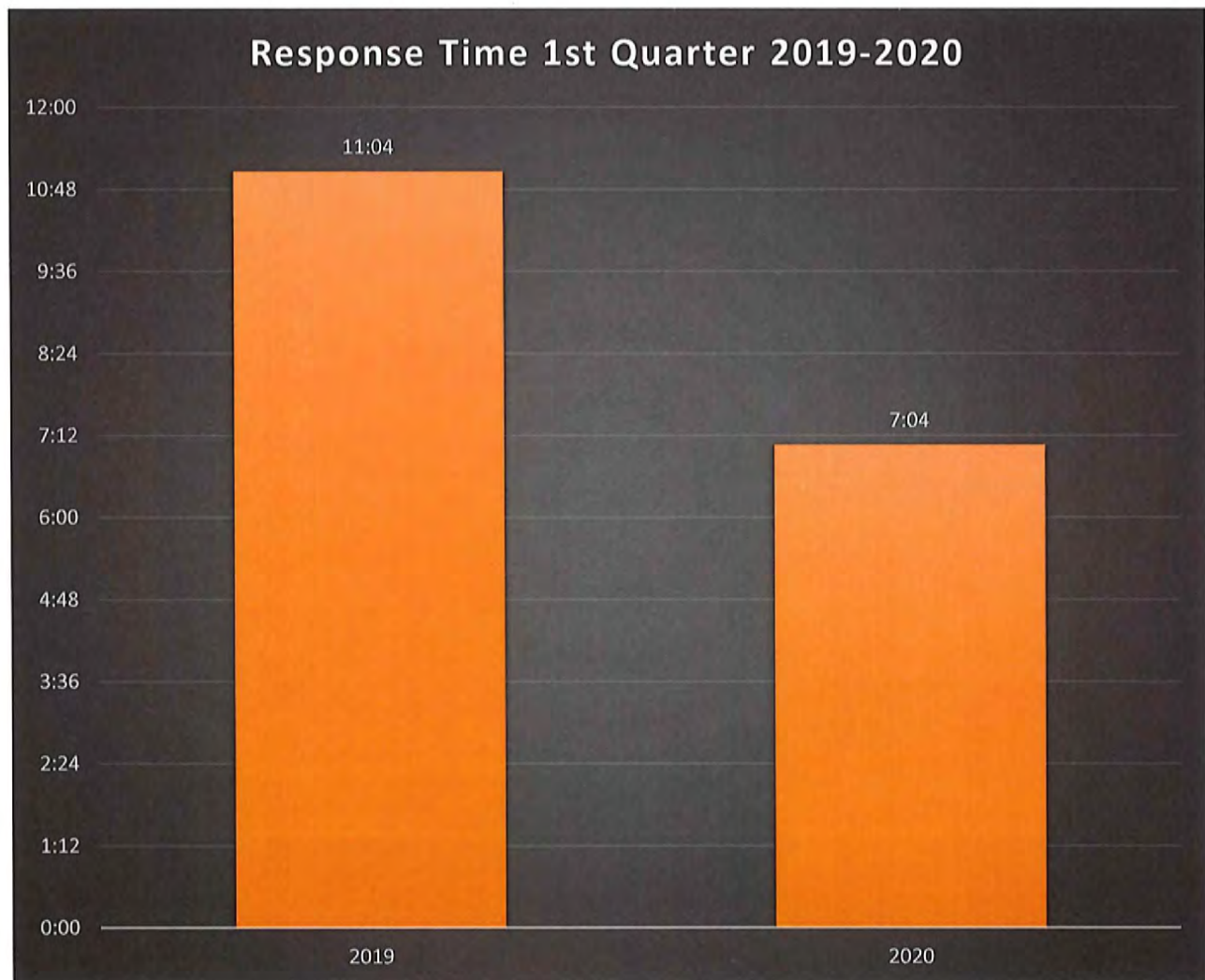
Significant Events 1st Quarter 2020

1/01/20 Structure Fire, 169 Maple Rd NE- East Bethel
1/11/20 Structure Fire, 29618 Quinn Dr NW- Isanti
2/06/20 Structure Fire, 23778 Roanoke St NW- St. Francis
2/17/20 Structure Fire, 3326 305th Ave NW- Bradford Twp
3/21/20 Structure Fire, 23008 Spring Hill Rd- St. Francis
3/31/20 Skid Loader Fire, 5606 Verde Valley Rd- Nowthen



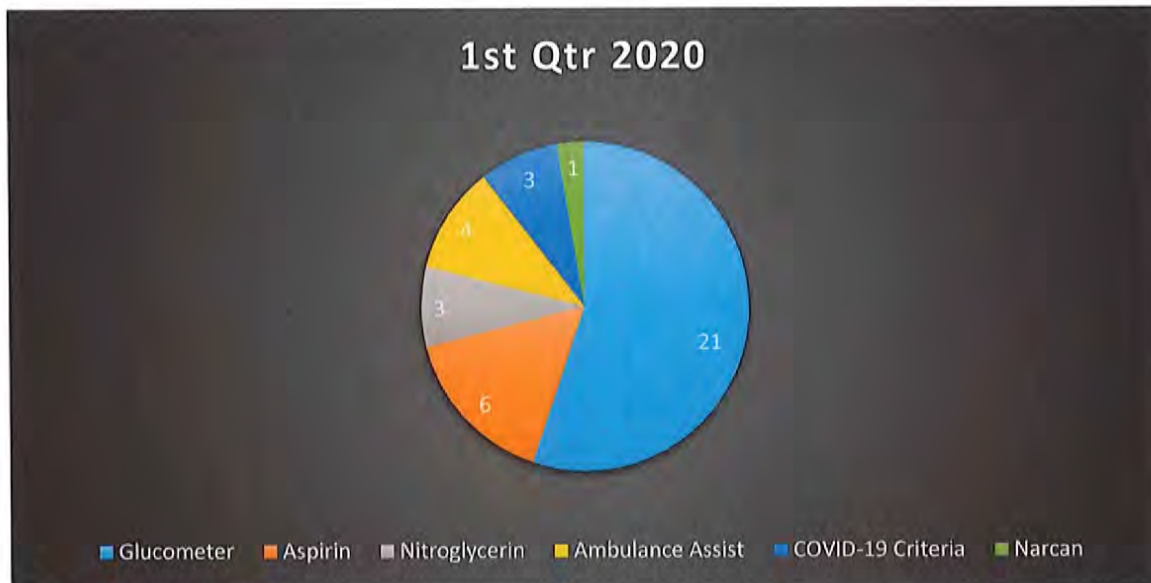
Response Times

We also continue to see a reduction in response time from 2019, which saw an average response time of 11:04, to an average response time of 7:04 in 2020 a reduction of 4:00 minutes in the 1st quarter. This reduction reflects the addition of a full time Fire Chief and COVID-19 staffing changes, which went into effect on March 19th, 2020.



Emergency Medical Response

Over the course of the 1st quarter we continue to utilize our advanced level medical protocols on a regular basis to serve our residents and visitors in their time of need. Currently the fire department is able to administer Aspirin, Nitroglycerin, and Albuterol for medications; I-Gel airway for advanced airway management; and we carry a glucometer to asses' patients' blood sugar. We are also occasionally asked to assist paramedics while transporting patients to the hospital. During the 1st quarter we utilized the following advanced protocols.



March 19th, 2020 we began tracking patient contacts that meet the symptom criteria for a potential COVID-19 infection. This allows us to quickly track and monitor potential cross-contamination for responders. During the 1st quarter of 2020, we identified 3 patients with symptoms that met the criteria for COVID-19, this however is NOT a confirmation that the patient was indeed positive for COVID-19.

Community Engagement

During the 1st quarter of 2020, the fire department participated in a number of community engagement events. In January we hosted the Girl Scouts for a station tour and equipment demonstration.



We utilized social media to get word out to residents to help us ensure that fire hydrants were free and clear of snow. A few residents sent in pictures of friends and neighbors clearing away snow and ice from their neighborhood fire hydrants. This simple action saves firefighters several minutes of time in the event of a fire.



During the month of February we collected food and personal hygiene products for NACE. Residents were able to drop off donations 24/7 to the fire station by dropping off their donations in the North vestibule area. With the community's support we collected close to 200 pounds of food and supplies for the food shelf.



Also in February we were invited by the St. Francis Library to be their special guest readers for story time with children. Chief Schmidt, Assistant Chief Lawrence and Captain Struzl read stories for the families in attendance as well as a turn out gear and fire truck demonstration.



In March the St. Francis Firefighters Relief Association hosted our annual firefighter's dinner at the Ponds Golf Course. This year we were joined by several retired members of the organization as well. This was also the first year we have put forth renewed effort of recognizing firefighters for their years of service to the community. Firefighters George Bichler and Jon Faanes were recognized for 10 years of service and Lieutenant Sam Strassburg was recognized for 20 years of service. Congratulations to George, Jon and Sam!



COVID-19

Beginning in mid-February we all began hearing more and more about the Coronavirus, otherwise known as COVID-19 making its way across the globe. Fire department staff began discussing plans should the virus make it in to a widespread infection rate in the United States and Minnesota. We inventoried supplies, made bulk supply purchases and put together contingent plans in the event our city was impacted. As the situation began to unfold across the state and eventually in to Anoka County we began to implement operational changes to keep not only our staff, but our community as safe, healthy and informed as we could.

On March 19th we implemented a temporary duty crew staffing model where 2 firefighters would be on duty 24 hours a day, and eliminated to the greatest extent possible the amount of firefighters coming in for calls, which has limited the amount of “touches” both with patients on calls and around the station itself. We instituted a “clean in, clean out” procedure for staff, routine equipment and station disinfection process, and a Standard Operating Guideline for staff on how to handle calls for service during this pandemic. We intend on continuing our duty crew staffing to coincide with the Governor’s Stay at Home Order.

As previously noted we also began tracking events with patients who met symptom criteria for a possible COVID-19 infection. The Police Chief, Fire Chief, Public Works Director and City Administrator meet 3 times every week to process, plan and implement necessary changes as directed by state, county and CDC recommendations.

We have also suspended fire inspections, public education and in person training for firefighters. We have developed and implemented a Google Classroom for firefighters to obtain vital training materials and lessons.

Lastly, the support of Council, City Leadership, and the community has been incredible during this difficult time. For that, we cannot thank you enough!

