

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
MARCH 16, 2020
ST FRANCIS AREA SCHOOLS DISTRICT OFFICE
4115 Ambassador Blvd NW
6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA
 - A. City Council Minutes – March 2, 2020
 - B. City Council Work Session Notes – March 4, 2020
 - C. Northern Lighter Pyrotechnics Fireworks Contract – Pioneer Days June 13, 2020
 - D. St. Francis Fire Dept. Auto Aid Enhanced Agreement with the Bethel Fire Department
 - E. Accept the \$2,000 Donation from Blaine Blazin 4th for Pioneer Days
 - F. City Council Work Session Notes – March 9, 2020
 - G. Calling for Hearing on 2020 Street reconstruction & Watermain Improvement Project – Resolution 2020-20
 - H. Payment of Claims
 - I. Rivers Edge 2nd Addition – Amendment to Developer's Agreement
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Ordinance 262, Second Series Amending Chapter 10 Zoning, Section 2. Definitions Adding with Top Soil (Second Reading)
 - B. Ordinance 263, Second Series Temporarily Establishing Moratorium on Auto Sales (First Reading)
 - C. Rivers Edge – Sale of City Owned Property – Resolution 2020-21
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports – Public Works Monthly Reports
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - Apr 6 City Council Meeting @ St. Francis Area Schools District Offices 6:00 pm
 - Apr 15 Planning Comm. Mtg @ St. Francis Area Schools Dist. Offices 7:00 pm-CANCELLED
 - Apr 20 City Council Meeting @ St. Francis Area Schools District Offices 6:00 pm
12. ADJOURNMENT

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

CITY COUNCIL MINUTES

MARCH 2, 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.

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 Planner Beth Richmond (Hoisington Koegler Group Inc.), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING THE REGULAR CITY COUNCIL AGENDA. Motion carried 5-0.

4. **CONSENT AGENDA**

- A. City Council Minutes – February 18, 2020
- B. City Council Notes – Interviews of Public Works Director Finalist
- C. Rental License Approvals – March 2020
- D. Declaring Police Department Current (12) Wilson Combat 1911 Duty Weapons as Surplus Property - Resolution 2020-11
- E. Payment of Claims \$64,194.20 (Check #'s 77204-77242)

MOTION BY BUAER SECOND UDVIG APPROVING THE CONSENT AGENDA A-C and E. Motion carried 5-0.

Mayor Feldman pulled 4 D. for clarification. Feldman stated in 2007 the police department purchased 12 Wilson Combat 1911 handguns for \$22,260 and now want to declare them surplus property. The police department at the last meeting was authorized to purchase 14 SIG SAUER P320 9 mm handguns including accessories for \$9,739.60. Here we want to spend money wiser. Chief is doing a good job. We are good stewards of the money.

MOTION BY UDVIG SECOND MUEHLBAUER ADOPTING RESOLUTIONA 2020-11
DECLARING SURPLUS PROPERTY (12 -2007 WILSON COMBAT 1911
HANDGUNS AT \$247.47 EACH) OF SAID PROPERTY. Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

Gary Janisch, 4431-236th Lane NW stated he has been watching from home the council meetings and in specific Ordinance 261, Second Series. Wanted to thank the council for what is taking place. Thank you for your time and effort in this matter.

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. **2040 Comp Plan Approval – Resolution 2020-12**

Beth Richmond, City Planner of HKGi stated the St. Francis 2040 Comprehensive Plan update has successfully passed through the Metropolitan Council review process. The 2040 Comprehensive Plan is available for review on the City's website.

MOTION BY BAUER SECOND ROBINSON TO ADOPT RESOLUTION 2020-15 A
RESOLUTION AUTHORIZING THE ADOPTION OF THE ST. FRANCIS 2040
COMPREHENSIVE PLAN AS REQUIRED BY MINNESOTA STATE
LAW(METROPOLITAN LAND PLANNING ACT). Motion carried 5-0.

B. **Turtle Ponds Fourth Addition – Final Plat - Resolution 2020-13**

Richmond reported the applicant for the Turtles Ponds 4th Addition is requesting final approve for 13 detached townhome lots along 229th Avenue NW. This development includes private streets that includes a turn around, two trees every lot and along the eight lots on the north side for a buffer.

Bauer only question was about the HOA, (Homeowners Association).

Robinson stated I had my tree question answered before the meeting. Robinson asked is it their responsible to plow their street? Richmond said that it would be up to the developer to maintain all the common elements: roads, sidewalks. Thunstrom said once they buy the homes, the HOA is part of the property records.

MOTION BY MUEHLBAUER SECOND ROBINSON ADOPTING RESOLUTION 2020-
13 A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PLANS FOR THE
4TH ADDITION OF THE TURLES RUN SUBDIVISION IN THE TURTLE RUN
PLANNED UNIT DEVELOPMENT AND ADD NECESSARY HOMEOWNER

ASSOCIATION DOCUMENTATION ESTABLISHING AN ASSOCIATION TO MAINTAIN THE COMMON ELEMENTS OF THE PLAT BEFORE APPROVING THE PLAN. Motion carried 5-0.

C. Turtle Ponds Fifth Addition – Final Plat – Resolution 2020-14

Richmond reported this final plat includes two single-family lots on the east side of Arrowhead Street with access off 230th Court. Driveways increased in width to 14 feet, wetland mitigation plan will be provided to City when completed. A lot of wet area on this site. Applicant proposing to raise portion of Lot 2 out of floodplain using fill. This will be mitigated by the creation of a ponding area to the southeast of the proposed building pads. Staff is recommending approval of the final plat and plans for the Turtle Ponds 5th Addition of the Turtle Ponds subdivision within the Turtle Run Planned Unit Development with conditions.

Robinson so the developer will have to pay a wetland credit, never heard of a floodplain change? Richmond said yes.

Muehlbauer said I am happy that they addressed our concern with the width of the road.

Bauer asked if 230th was a private street. Thunstrom said it is a public street.

MOTION BY UDVIG SECOND BAUER ADOPTING RESOLUTION 2020-14 A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PLANS FOR THE 5TH ADDITION OF THE TURTLE RUN SUBDIVISION IN THE TURTLE RUN PLANNED UNIT DEVELOPMENT. Motion carried 5-0.

D. Denker, 6032 Ambassador Blvd NW – Lot Split

1) Resolution 2020-15 Approving a Metes and Bounds subdivision, and a Registered Land Survey to Split the Property at 6032 Ambassador Blvd. NW into Two Parcels

Applicant is seeking to split a 150-acre property into two parcels meeting the Zoning Code's dimensional requirements. Have to be over 10 acres for metes and bounds. Anoka County did not comment on the driveway but applicant along with the Planning Commission supported a shared driveway request. An IUP for a home-based landscaping business exists for the property. As the parcel is being split into two, the legal description for the IUP must be updated to apply only to the proposed Parcel A.

Denker said the bank is requesting this request and I need to look into the future.

Bauer a little confused about the Torrens and abstract request. Richmond said they are being done concurrently.

MOTON BY MUEHHLBAUER SECOND ROBINON TO ADOPT RESOLUTION 2020-16 A RESOLUTION APPROVING A METES AND BOUNDS SUVIDIVISON AND A

REGISTERED LAND SURVEY TO SPLIT THE PROPERTY AT 6032
AMBASSADOR BLVD NW INTO TWO PARCELS. Motion carried 5-0.

2) Resolution 2020-16 Amending the Legal Description of the Interim Use
Permit Granted for 6032 Ambassador Blvd. NW

Since the packet was posted an updated legal description for the two lots were
provided.

MOTION BY ROBINSON SECOND UDVIG TO ADOPT RESOLUTION 2020- A
RESOLUTION AMENDING THE LEGAL DESCRIPTION OF THE INTERIM USE
PERMIT GRANTED FOR 6032 AMBASSADOR BLVD. NW INCLUDING THE NEW
LANGUAGE. Motion carried 4-1 Bauer voting nay.

E. Buzick Motor Vehicle Sales – 3950 237th - Conditional Use Permit – Resolution
2020-17

Applicant is requesting a conditional use permit approval to create a multi-tenant
motor vehicle sales business that will contain space for up to 15 online motor vehicle
dealers. The project is proposed to be completed in two phases. The first phase will
not include any exterior alterations. The second phase will include the addition of a
parking lot and will require and administrative site plan review. The plans have been
sent to Anoka County Highway Department for review. However, no comments have
been received from them at this time. Proposed conditions of CUP approval are listed
in the proposed resolution. The current business is a farm supply store. The City
requirements require applicant no fewer than five spaces per dealer. No automobile
repair or service is permitted on the site and wrecked cars shall not be allowed on-site.
One change is that all cars parked on the property shall be licensed and registered, to
all cars parked on the property shall be licensed and registered or current dealer-owned
inventory. The Planning Commission did recommend approval of the Conditional Use
Permit with conditions along with the new condition.

Feldman asked that all cars have to be operable according to State law, correct?

Thunstrom stated owner noted they would not allow non-operable vehicles. Feldman
asked about signage and no auto repair, correct. The parking lot is currently in bad
shape.

Ron Touchette, Solid Rock Companies stated the parking lot would be repaired along
with some other maintenance repair. We do not do pylon signage. There will be a
plaque on the door with their names. The owner has been in this type of business for
15 years. Touchette said Minnesota has unique laws regarding car dealerships.

Bauer said he was confused on this type of sales and received clarification. Touchette
said car dealership has really moved online.

Robinson asked if they would be adding additional lighting. Thunstrom said no

additional lighting is required. Nothing against what is coming but maybe not ideal for the location.

Feldman asked about the hours. The owner said they are required to work and be open four hours a week. Feldman stated he is shocked to see Marties to go.

MOTION BY BAUER SECOND MUEHLBAUER APPROVING RESOLUTION 2020-17 A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A MULTI-TENANT USED MOTOR VEHICLE BUSINESS AT 3950 227TH AVENUE WITH THE ADDITIONAL CONDITION NUMBER 9 RELATING TO CARS PARKED ON THE PROPERTY SHALL BE LICENSED AND REGISTERED OR CURRENT DEALER-OWNED INVENTORY. Motion carried 5-0.

F. Rivers Edge Development – Siwek Park

Thunstrom stated back in January at a Council Work Session the Council discussed a concept plan for a neighborhood park within the boundaries of the Rivers Edge development. At the Work Session, the Council determined that it would like to move ahead in the planning process for this park. The next step in this process is to prepare plans and specifications for the development of the park. The developer and property owner requested the name of the park to be Siwek Park. The estimated project cost of the park is \$521,721. Staff would like to pursue an outdoor recreation grant from the DNR to help cover the costs of park construction. The grant program provides matching grants to local units of government for up to 50% of the cost of the acquisition, development, and/or redevelopment of local parks and recreation areas. Developer will be back soon to open up more lots. Park equipment would be bid out this year if we received the grant.

1) Resolution 2020-18 Ordering Preparation of Plans and Specifications

MOTION BY UDVIG SECOND ROBINSON TO ADOPT RESOLUTION 2020-18 A RESOLUTION ORDERING PREPARATION OF PLANS AND SPECIFICATIONS FOR SIWEK PARK CONSTRUCTION PROJECT. Motion carried 5-0.

2) Resolution 2020-19 Supporting the Submittal of an Outdoor Recreation Grant Application

MOTION BY MUEHLBAUER SECOND BAUER TO ADOPT RESOLUTION 2020-19 A RESOLUTION SUPPORTING THE SUBMITTAL OF AN OUTDOOR RECREATION GRANT APPLICATION. Motion carried 5-0.

G. Ordinance 262, Second Series dealing with Top Soil (First Reading)

Thunstrom reported the City needed a definition of top soil. Developer's in the last couple months have been challenging the quality or expectation of the topsoil. The Planning Commission held a public hearing on February 19, 2020 and no public comments were received. The definition presents a sand range of 10-70% Council agree with the changes made.

MOTION BY BAUER SECOND MUEHLBAUER APPROVE THE FIRST READING OF ORDINANCE 262, SECOND SERIES AMENDING CHAPTER 10, SECTION 2 "RULES AND DEFINAITIONS" .

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

H. Ordinance 261, Second Series Amending City Code 7-3-6 Recreational Motor Vehicles (Second Reading) – Continued from 02.03.2020 and 02.18.2020 Meetings
Thunstrom stated the timelines have been updated and if approved this evening this ordinance would be effective April 6, 2020.

Feldman said I just want to go on record and state; we are not creating ordinances to put more laws in front of you and curtail people from living on their properties. There are peoples right to land ownership I agree with that 100% but what one owner does can affect the their neighbors and if we don't have some type of mechanism in place for police and our staff to say no you cannot do that, then a person can do pretty much what they want to do. Again, I am for people's land use rights of their property but at the same time, this ordinance is being created for a problem that was created by a property owner that created problems for the neighbors and other property owners. Not saying adopt ordinances for ordinances sake but need ordinances for police to address the issues. It is a good thing. Everyone has rights for their property as long at it doesn't effect their neighboring properties. We all have to learn to live together.

Muehlbauer stated I hope the person that was here earlier this evening is watching but this ordinance change will not affect his neighbor. Feldman said he still plans to meet with both homeowners with City Administrator Joe Kohlmann regarding this and work out some mediation.

Robinson said he is all for property rights but we represent all residents. Can't do some things just because you want to, be respectful to your neighbors.

Bauer agrees with land rights but the smaller the parcels we have to set guidelines.

Feldman said we are being more urban than rural.

MOTION BY ROBINSON SECOND BAUER TO ADOPT ORDINANCE 261, SECOND SERIES AMENDING CHAPTER 7 SECTION 7-6-3 OF THE CITY CODE REGARDING RECREATIONAL MOTOR VEHICLES (INCLUDING SNOWMOBILES).

Ayes: Feldman, Bauer, Robinson and Udvig
Nays: Muehlbauer
Motion carried 4-1.

I. Resolution 2020-07 Summary Publication of Ordinance 261, Second Series
MOTION BY MUEHLBAUER SECOND UDVIG TO ADOPT RESOLUTION 2020-07 A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 261, SECOND SERIES. Motion carried 5-0.

10. MEETING OPEN TO THE PUBLIC

None.

11. **REPORTS**

A. Department Reports – None.

B. Councilmember Reports -

Udvig-Attended the Community Education Advisory Council. Also in April, there will be one of four sessions held on Mental Health issues.

Bauer - was out of town, nothing to report.

Muehlbauer – Reminder the polls are open tomorrow from 7 am – 8 pm for the Presidential Nomination Primary.

Robinson – attended the Planning Commission meeting.

Feldman – yes the Presidential Nomination Primary election is right here at the district office 7 am – 8 pm.

Rental license renewals are every two years, if there are codes that need to be updated, they need to be completed. Some rental owners want to be grandfathered in. Building Codes are updated all the time. Codes change and there is a need for them. Bringing your building up to code so it will be safer. Call DOLI (Department of Labor and Industry), the building inspector, city hall and/or me if you have questions. Feldman said I would like to plant a seed to be preventive and preempted. Thought this change over would have gone smoother. Maybe look in the future to do utility billing in-house. We have high rates already. Our current water utility company is not doing very well with the transition, software is holding us up. Finance Director Darcy Mulvihill said OPUS had to change some of their software. I have done in-house utility meter reading. In all fairness to OPUS, they may not have been at the table very early and probably should have. I was told by Ferguson they have worked with OPUS before but also have heard the software has changed. Feldman said if this doesn't get better maybe something we should look at.

Mulvihill said four had the "no response fee" put on their next bill. We do have a five-year contract, starting in 2019 with OPUS. We would also have to hire at least one more person, not sure by how much but the number of phone calls would also increase. We now pay OPUS \$3,000 a month includes; calls, postage, printing, and paper.

Feldman said better to be prepared.

Feldman introduced Jason Windingstad as the new Public Works Director who was in the audience. Jason said he is eager to get started. March 16, 2020 will be his first day.

There is a Work Session on March 4 at city hall.

Here to serve the public.

C. Upcoming Events -

Mar 3 Presidential Nomination Primary Election Polls Open 7am to 8 pm

Mar 4 City Council Work Session @ City Hall 5:30 pm

Mar 16 City Council Meeting @ St. Francis Area Schools District Offices 6:00 pm

Mar 18 Planning Comm. Meeting @ St. Francis Area Schools District Offices

7:00 pm

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 7:17 pm.

Barbara I. Held, City Clerk

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

**CITY COUNCIL WORK SESSION NOTES
MARCH 4, 2020
5:30 P.M.**

Call to Order/Roll Call

The Work Session was called to order at 5:31 pm by Mayor Steve Feldman.

Roll Call: Present were Mayor Steve Feldman, Council members Robert Bauer Joe Muehlbauer, Kevin Robinson and Sarah Udvig. Also present were City Engineer Craig Jochum, City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, and Liquor Store Manager John Schmidt.

Item 1. Liquor Store Donation

Staff and Council discussed the proposal from the Liquor Store Manager to donate 1% of all sales up to \$2,500 for the school park. There was discussion about the amount, length of time and terms of any potential promotion. In the end, the Council directed to Liquor Store manager to donate 1% of all sales to the playground initiative. The promotion would tentatively start at the beginning of April and the donation will not exceed \$2,500.

Item 2. Metro-Inet JPA

Staff presented the potential Metro-Inet JPA information to the City Council. Logistics of changing IT service providers and what other governmental organizations utilize was discussed. The Council ultimately provided direction to Staff to inform the City of Roseville that the City of St. Francis is tentatively on board with joining the potential JPA.

Item 3. Highway 47 Improvements

Staff provided an overview of the timeline for the next steps, grant funding and application deadlines, and the new non-negotiable locations of the roundabouts. The City Council discussed the proposed Highway 47 project that has been presented by MNDOT. Council discussed the project and thought that more time would need to be given to consider all of the issues that were discussed. Council provided direction to Staff to post for a work session on Monday, March 9th to discuss the project and discuss associated reports concerning the project.

Adjournment

Mayor Feldman adjourned the work session at 7:34 pm.

Submitted by,

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Fireworks Agreement
DATE: March 16, 2020

OVERVIEW:

During Pioneer Days each year there has been a night set aside for a fireworks display. This year it is Saturday, June 13th. When the City ran/organized Pioneer Days the agreement was between the City and Northern Lighter Pyrotechnics, Inc (NLP). Now that the St. Francis Chamber of Commerce, since 2013 runs Pioneer Days the agreement is between NLP, City of St. Francis and the St. Francis Chamber of Commerce. The City does pay for the insurance of the fireworks and that is why we are still part of the agreement. The Chamber does the coordination of reserving the high school site and clean up the next day. The fire department does participate by being at the site during the fireworks and the St. Francis Bottle Shop has been the sponsored of the fireworks for many years. They have also kept the price the same for numerous years, \$10,000.

ACTION TO BE CONSIDERED:

Consideration to enter into the agreement with Northern Lighter Pyrotechnics, Inc for a fireworks display June 13, 2020 during the Pioneer Days celebration.

BUDGET IMPLICATION:

Bottle Shop sponsors the fireworks \$10,000.
Cost of the additional insurance for the fireworks is \$250.

Attachments:

- Agreement

AGREEMENT

This Agreement is made as of the 2nd day of MARCH in the year 2020, by and between Northern Lighter Pyrotechnics, Inc. ("NLP") and City of St Francis (Pioneer Days) (the "Client"):

WHEREAS, NLP is a nonprofit corporation engaged in the activity of producing firework displays; and

WHEREAS, Client desires to utilize the services of NLP for its event; and

WHEREAS, NLP and Client desire to enter into this Agreement to more fully set forth and describe the duties and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

- 1. Description of Project.** On Saturday JUNE 13TH 2020 NLP shall provide for Client a fireworks display, as set forth on the permit (the "Permit") completed by NLP describing the proposed fireworks display (the "Display") at the location described as ST FRANCIS HIGH SCHOOL (the "Display Site"). In the event of inclement weather or other conditions that, in the sole judgment of NLP, make conducting the Display unsafe or more hazardous than otherwise agreed to by NLP, the back-up date for conducting the Display shall be AS NEEDED JUNE 14 2020
- 2. Payment.** For and in total consideration for NLP's performance of the Display, Client agrees to pay to NLP the sum of \$10,000 (city no tax) (the "Display Fee"). The Display Fee shall be paid in full by Client to NLP on or before Day of Display with due upon execution of this Agreement to hold Date and ensure product availability.
- 3. Representations of Parties**

 - 3.1 NLP represents that the Display will be performed by its member volunteers whose qualifications and training is supervised and approved by NLP. NLP represents that it is fully experienced and properly qualified to perform the Display described herein and that it is properly licensed, equipped, organized and financed to perform such work.
 - 3.2 NLP shall supply a sufficient number of properly skilled staff and all tools, equipment, materials and facilities and perform all functions necessary to perform the Display.
 - 3.3 NLP shall perform the Display in accordance with all applicable local, state and federal rules, regulations and laws.
 - 3.4 NLP shall take all reasonable safety precautions with respect to its work, shall comply with all safety measures initiated by the authority(s) having jurisdiction at the Display Site and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Display.
 - 3.5 NLP shall be at all times an independent contractor and shall not be deemed an employee, agent, partner, joint venture or otherwise of Client.

3.6 It is the intention of the parties that the entire control of the Display Site be and remain the responsibility of NLP, and that any representative of Client who may be present, will be present only in a consulting capacity. NLP shall be solely responsible for the means, methods, techniques, sequences and procedures of the Display.

3.7 The Client shall determine, coordinate and provide the proper police and fire protection necessary to allow NLP to conduct the Display as described hereunder. The Client shall bear all costs related to providing proper police and fire protection for the Display and the Display Site. In the event NLP determines, in its sole discretion, that additional police and/or fire protection is necessary to allow NLP to conduct the Display as described hereunder, the Client agrees that it shall cooperate with such requests by NLP.

3.8 In order to ensure a safe Display site and the orderly progress of the Display, NLP shall have full and final control of all personnel, other contractors, or other individuals present on the Display site.

3.9 The Client waives all claims against NLP for loss or damage to Client's real property, personal property and fixtures arising out of or reasonably related to NLP conducting the Display.

3.10 Except as required by law, NLP shall not be required to directly correspond, communicate or interact in any way with any third parties, except with the prior consent of NLP.

4. Permits, Fees And Notices. NLP shall secure and pay for all permits. All further governmental fees, licenses and inspections necessary for the proper execution and completion of the Display shall be the responsibility and expense of Client.

5. Standard Of Care. NLP warrants that all services performed or furnished by NLP under this Agreement in relation to the Display will be performed with the care and skill ordinarily used by members of NLP's profession practicing under similar circumstances at the same time and in the same locality.

6. Indemnification. To the fullest extent permitted by law, the Client shall indemnify and hold harmless NLP, its agents, officers, employees and volunteers from and against claims, damages, losses and expenses, including claims for bodily injury, sickness, death, or to injury to or destruction of tangible property, and including, but not limited to attorneys' fees, arising out of or resulting from NLP conducting the Display, but only to the extent caused by the negligent acts or omissions of the Client, anyone directly or indirectly controlled or employed by Client or anyone for whose acts the Client may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7. Insurance. NLP shall secure commercial general liability/public liability insurance in an amount not less than \$2,000,000 naming Client as an additional insured. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of NLP and NLP's officers, directors, employees, and agents to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Display or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of NLP or NLP's officers, directors, employees, agents, or any of them, shall not exceed the policy limits of the CGL/Public Liability insurance provided by NLP under this Agreement.

8. Cancellation. In the event Client cancels the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

9. Suspension Either party hereunder reserves the right, at any time to suspend the Display (until such time that the default described hereunder is cured to the satisfaction of the non-defaulting party), in whole or in part, upon written notice thereof to the other party if:

9.1 a party hereto persistently or repeatedly refuses or fails to supply enough properly skilled staff (including police and fire protection) or proper materials for the conduct the Display;

9.2 a party hereto fails to make payment required hereunder;

9.3 a party hereto persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

9.4 a party hereto is otherwise is guilty of substantial breach of a provision of this Agreement.

9.5 In the event of a suspension hereunder that results in the cancellation of the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

10. Dispute Resolution

10.1 All claims, controversies, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in Hennepin County, Minnesota, in accordance with Commercial Arbitration Rules of the American Arbitration Association then in place.

10.2 If arbitration is invoked, then notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, controversy, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.3 An award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. No Waiver Any failure by either party to enforce at any time any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

12. Severability The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve a party to this agreement from its obligation under, nor deprive a party to this agreement of the advantages of any other provisions of this Agreement.

13. Entire Agreement The foregoing contains the entire agreement of the parties hereto, and no modification thereof shall be binding upon the parties unless the same is in writing signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

NORTHERN LIGHTER PYROTECHNICS, INC.

By: PAUL MARCHIO

Title: _____

Date: MARCH 2 2020

CLIENT - City of St. Francis _____

By: _____

Title: _____

Date: _____

Paul D. Marchio
NLPI President
1/6/2009

Paul D. Marchio
3-MW-

CLIENT - St. Francis Area Chamber of Commerce

By: *[Signature]*

Title: *Chamber President*

Date: *3/4/2020*

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Mayor & City Council
FROM: Dave Schmidt, Fire Chief
SUBJECT: Enhanced Auto-Aid Agreement with Bethel Fire
DATE: 03-16-2020

OVERVIEW:

The St. Francis Fire Department and the Bethel Fire Department currently operate with an automatic aid agreement 24 hours a day and 7 days a week for structure fires and grass fires. This agreement covers the entire municipality for each city.

Due to the unique geography of our two cities (St. Francis surrounds Bethel on 3 sides) and the location of each cities fire station, we have an opportunity to better serve our residents through an enhanced automatic agreement to cover more residents in a more efficient manner.

After discussions with the Fire Chief of the Bethel Fire Department we believe we have created an innovative solution.

We are proposing we create a dual dispatch response for any significant incident (Motor vehicle accidents, vehicle fires, cardiac arrest, unconscious person) from Tamarack, east the eastern border of Bethel, where both fire departments are dispatched simultaneously for those responses with in that geographic area.

This change would be effective after Anoka County Dispatch completes the programming in the dispatching software, which would take potentially a couple weeks to complete. Likely start date would be mid-April. This agreement would increase the call volumes of each department by approximately 10-15 responses FY2020.

This agreement will also be reviewed quarterly by the fire chiefs to ensure effectiveness and cost efficiency.

Action to be considered:

Approval to implement recommended auto-aid agreement response changes with the city of Bethel.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Donation Approval
DATE: 03-10-2020

OVERVIEW:

The City has received a donation of \$2,000.00 from Blaine's Blazin 4th. The donation is for the Pioneer Days. This will be transferred to the St. Francis Chamber of Commerce to help with the City's Pioneer Days celebration

ACTION TO BE CONSIDERED:

Approved under consent agenda to accept the donation.

BUDGET IMPLICATION:

Reserved for Pioneer Days Celebration.

LG555 Government Approval or Acknowledgment for Use of Gambling Funds

Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

Organization Name:	BLAINE'S BLAZIN 4TH INC DBA BLAINE FESTIVAL	License Number:	92932
Address:	10801 TOWN SQ DR NE BLAINE, MINNESOTA 55449 City/State/Zip:		

1. Amount of proposed lawful purpose expenditure: \$ 2000-
2. Check one expenditure category:
- ☒ A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
- ☐ B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
- ☐ C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
- ☐ D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
- ☐ E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

Pioneer Days

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: www.pca.state.mn.us

Chief Executive Officer's Signature

John P. Marinaro

Print Name

Date

2/20/20

Daytime Phone

763 755 0101

GOVERNMENT APPROVAL/ACKNOWLEDGMENT

Contribution amount: \$ 2000-. Government use of contribution (check one):

- ☐ **Wildlife**—DNR approves the wildlife management project or activity.
- ☐ **Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- ☐ **Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
- ☐ **Water quality testing**—MPCA approves the surface water quality testing project.
- ☐ **Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government:

City of St. Fr

Signature:

Address:

By signature below, the representative of the unit as listed above.

approves the contribution amount for the use

Signature

Date

Print Name

Title

Questions? Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

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

CITY COUNCIL WORK SESSION NOTES
MARCH 9, 2020
5:30 P.M.

Call to Order/Roll Call

The Work Session was called to order at 5:30 pm by Mayor Steve Feldman.

Roll Call: Present were Mayor Steve Feldman, Council members Robert Bauer, and Kevin Robinson. Council members Joe Muehlbauer arrived at 5:40 pm and Sarah Udvig excused. Also present were City Engineer Craig Jochum, Anoka County Commissioner Matt Look, Congressman Tom Emmer's Representative Stacy Morse, City Administrator Joe Kohlmann, and Community Development Director Kate Thunstrom.

Highway 47 Improvements

Staff presented on the project, providing timelines, grant information, potential project schedule, location of the roundabouts, and municipal consent. The Council discussed the matter and consulted Commissioner Matt Look who was in attendance. The Council discussed potentially delaying the project and the issue of the grant applications was discussed if the project was delayed. Council discussed the Safe Routes Grant and HSIP Grant applications. After a long discussion on the project, it was determined that the project as proposed should not move forward, especially if the City had to endorse the project. Direction was provided to Staff to set up a meeting with the Commissioner of MNDOT to discuss salvaging any potential project in the future. In addition, Staff was directed to contact the representative from MNDOT and notify them of the decision not to proceed forward with the project as currently proposed by MNDOT.

Adjournment

Mayor Feldman adjourned the work session at 7:15 pm.

Submitted by,

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 G

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Resolution Calling For Hearing on the 2020 Street Reconstruction and
Watermain Improvement Project
DATE: March 23, 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. Kuechle Underground, Inc. was the low bidder for the project. The low bid was \$2,182,045.79.

We are familiar with Kuechle Underground, Inc. and find them to be a responsible bidder. Prior to considering a contract award we recommend conducting the Public Improvement Hearing. The attached resolution sets the hearing for April 6, 2020 at the regular scheduled City Council Meeting. The bids will also be presented at the April 6, 2020 meeting after the Public Hearing for consideration of an award.

ACTION TO BE CONSIDERED:

Approval of Resolution 2020-20 Resolution Calling For 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.

ATTACHMENTS:

- RESOLUTION 2020-20 RESOLUTION CALLING FOR HEARING FOR THE 2020 STREET RECONSTRUCTION AND WATERMAIN IMPROVEMENT PROJECT

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

RESOLUTION 2020-20

**RESOLUTION CALLING FOR HEARING ON IMPROVEMENT
2020 Street Reconstruction and Watermain Improvement Project**

WHEREAS, pursuant to council order, a report has been prepared by Hakanson Anderson Associates, Inc. with reference to the 2020 Street Reconstruction and Watermain Improvement Project within the City of St. Francis and this report was received by the council on December 16, 2019;

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the making of such improvement in accordance with the report and the assessment of benefiting property for a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 with the estimated total cost of the improvement being \$2,574,814.
2. A public hearing shall be held on such proposed improvement on the 6TH day of April, 2020, in the council chambers at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 16th DAY OF MARCH, 2020.

APPROVED:

ATTEST:

Barbara I. Held, City Clerk

Steven D. Feldman, Mayor

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 H

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 03/12/2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$254,084.54 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments - none

Direct Transfer from Previous Month- \$183,813.60

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:

- 03-16-2020 Packet List
- 03-16-2020 Other Checks

CITY OF ST FRANCIS

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*Claim Register©

AP 03-16-2020

March 2020

Claim Type

Claim#	5550	ACE SOLID WASTE, INC.				
Cash Payment	E 101-43210-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$63.54
Invoice	5700883					
Cash Payment	E 101-42210-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$66.46
Invoice	5700883					
Cash Payment	E 609-49750-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$212.05
Invoice	5700883					
Cash Payment	E 602-49490-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$77.53
Invoice	5700883					
Cash Payment	E 601-49440-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$77.53
Invoice	5700883					
Cash Payment	E 101-45200-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$61.73
Invoice	5700883					
Cash Payment	E 101-43100-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$61.73
Invoice	5700883					
Cash Payment	E 101-42110-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$42.67
Invoice	5700883					
Cash Payment	E 602-49490-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$42.69
Invoice	5700883					
Cash Payment	E 601-49440-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$42.69
Invoice	5700883					
Cash Payment	E 101-45200-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$42.69
Invoice	5700883					
Cash Payment	E 101-43100-384	Refuse/Garbage Disposal	MARCH GARBAGE			\$42.69
Invoice	5700883					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$834.00

Claim Type

Claim#	5579	ADVANTAGE TAPE				
Cash Payment	E 609-49750-340	Advertising	ADVERTISING			\$390.00
Invoice	IH44244					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$390.00

Claim Type

Claim#	5668	AIRGAS NORTH CENTRAL				
Cash Payment	E 101-43100-217	Other Operating Supplies	RENTAL			\$12.12
Invoice	9968754428					
Cash Payment	E 101-43210-217	Other Operating Supplies	RENTAL			\$12.12
Invoice	9968754428					
Cash Payment	E 101-45200-217	Other Operating Supplies	RENTAL			\$12.12
Invoice	9968754428					
Cash Payment	E 601-49440-217	Other Operating Supplies	RENTAL			\$12.12
Invoice	9968754428					
Cash Payment	E 602-49490-217	Other Operating Supplies	RENTAL			\$12.14
Invoice	9968754428					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$60.62

Claim Type

Claim#	5571	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-311	Contract	JLEC 2020 SHARED COSTS			\$9,366.00
Invoice	S200213H					
Cash Payment	E 402-42110-581	Radios	PORTABLE RADIOS			\$9,635.50
Invoice	CCOM02112001					
Cash Payment	E 101-42110-237	Small Equipment	APX MICROPHONE			\$272.25
Invoice	CCOM02112006					

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March 2020

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$19,273.75
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Claim Type

Claim# 5592 ASPEN MILLS

Cash Payment	E 101-42110-437 Uniform Allowance	UNIFORM - GREENE			\$12.85
Invoice	253526				

Cash Payment	E 101-42210-437 Uniform Allowance	UNIFORMS			\$67.13
Invoice	253173				

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$79.98
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Claim Type

Claim# 5671 BAUER BUILT INC.

Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	VEHICLE REPAIRS			\$1,549.70
Invoice	940064295				

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,549.70
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Claim Type

Claim# 5597 BELLBOY CORPORATION

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$43.40
Invoice	0082974700				

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT			\$4.65
Invoice	0100949900				

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			\$19.17
Invoice	0100949900				

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			\$3,951.00
Invoice	0082974700				

Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES			\$120.06
Invoice	0100949900				

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$4,138.28
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Claim Type

Claim# 5578 BENSON, CHARLES

Cash Payment	R 101-32245 Rental Licensing	REFUND RENTAL LICENSING			\$200.00
Invoice	.0320				

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$200.00
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Claim Type

Claim# 5569 BERNICK COMPANIES, THE

Cash Payment	E 609-49751-252 Beer For Resale	BEER			\$765.67
Invoice	93470				

Cash Payment	E 609-49751-255 N/A Products	N/A			\$50.20
Invoice	93470				

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$815.87
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Claim Type

Claim# 5659 BGS (BARNA GUZY)

Cash Payment	E 101-41600-304 Civil Legal Fees	ECONOMIC DEVELOPMENT AUTHORITY			\$130.00
Invoice	214426				

Cash Payment	E 101-41600-304 Civil Legal Fees	WORKERS COMP			\$42.00
Invoice	214466				

Cash Payment	E 101-41600-304 Civil Legal Fees	FRANCHISES			\$196.00
Invoice	214465				

Cash Payment	E 101-41600-304 Civil Legal Fees	FORFEITURE			\$56.00
Invoice	214621				

Cash Payment	E 101-41600-304 Civil Legal Fees	FORFEITURE			\$532.00
Invoice	214622				

Cash Payment	E 101-41600-304 Civil Legal Fees	FORFEITURE			\$322.00
Invoice	214623				

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Cash Payment	E 101-41600-304 Civil Legal Fees	CHARTER COMMISSION	\$246.50		
Invoice	214463				
Cash Payment	E 101-41600-304 Civil Legal Fees	2015 POLICE NEGOTIATIONS	\$310.50		
Invoice	214464				
Cash Payment	E 101-41600-304 Civil Legal Fees	GENERAL LABOR	\$1,467.30		
Invoice	214425				
Cash Payment	E 101-41600-304 Civil Legal Fees	MISCELLANEOUS FORFEITURES	\$143.00		
Invoice	214620				
Cash Payment	E 101-41600-304 Civil Legal Fees	COMMUNITY DEVELOPMENT	\$2,884.00		
Invoice	214428				
Cash Payment	E 101-41600-304 Civil Legal Fees	SMITH ADMIN HEARING	\$294.00		
Invoice	214427				
Cash Payment	E 101-41600-304 Civil Legal Fees	PROSECUTION / RETAINER FILE	\$5,000.00		
Invoice	214312				
Cash Payment	E 101-41600-304 Civil Legal Fees	PETITION FOR CERTIFICATE OF POSSESSORY TITLE	\$402.00		
Invoice	214670				
Cash Payment	E 101-41600-304 Civil Legal Fees	MUNICIPAL	\$1,900.00		
Invoice	214424				
Cash Payment	E 101-41600-304 Civil Legal Fees	LAKETOWN HOMES DEVELOPMENT AGREEMENT	\$910.00		
Invoice	214671				
Cash Payment	E 101-41600-304 Civil Legal Fees	MISC / NON RETAINER	\$1,475.00		
Invoice	214429				
Transaction Date	3/10/2020	Due 3/10/2020 CASH	10100	Total	\$16,310.30

Claim Type

Claim#	5565	BREAKTHRU BEVERAGE			
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$69.72		
Invoice	1081103077				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT	\$11.96		
Invoice	1081106488				
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$4,005.00		
Invoice	1081103077				
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR	\$308.44		
Invoice	1081106488				
Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$515.51		
Invoice	1081103077				
Cash Payment	E 609-49751-253 Wine For Resale	WINE	\$169.68		
Invoice	1081106488				
Transaction Date	3/4/2020	Due 3/4/2020 CASH	10100	Total	\$5,080.31

Claim Type

Claim#	5666	CAMPBELL KNUTSON			
Cash Payment	E 101-41600-304 Civil Legal Fees	GRIEP ADMIN HEARING	\$580.10		
Invoice	.022920				
Transaction Date	3/10/2020	Due 3/10/2020 CASH	10100	Total	\$580.10

Claim Type

Claim#	5631	CASWELL, ROSE			
Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING	\$60.00		
Invoice	.0320				
Transaction Date	3/5/2020	Due 3/5/2020 CASH	10100	Total	\$60.00

Claim Type

Claim#	5676	CHETS SAFETY SALES, INC.			
Cash Payment	E 101-43100-417 Uniform Clothing & PPE	UNIFORMS	\$236.96		
Invoice	20278				

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Cash Payment	E 101-45200-417 Uniform Clothing & PPE	UNIFORMS				\$236.96
	Invoice 20278					
Cash Payment	E 101-43210-417 Uniform Clothing & PPE	UNIFORMS				\$236.96
	Invoice 20278					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS				\$236.96
	Invoice 20278					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS				\$236.97
	Invoice 20278					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,184.81

Claim Type

Claim#	5567	CINTAS				
Cash Payment	E 609-49750-219 Rug Maintenance	RUG MAINTENANCE				\$13.26
	Invoice 4042943869					
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	RUG MAINTENANCE				\$23.04
	Invoice 4044285338					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS				\$9.31
	Invoice 4041192322					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$45.61

Claim Type

Claim#	5672	CONNEXUS ENERGY	Ck# 077244	3/10/2020		
Cash Payment	E 601-49440-380 Electric-System	FEBRUARY				\$40.50
	Invoice .022120					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$40.50

Claim Type

Claim#	5609	CORE & MAIN				
Cash Payment	E 405-43100-303 Engineering Fees	COLD PATCH				\$955.00
	Invoice L954738					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$955.00

Claim Type

Claim#	5554	COUNTY MARKET - CITY ACCOUN				
Cash Payment	E 101-42210-212 Motor Fuels	FUEL				\$175.97
	Invoice .022020					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$175.97

Claim Type

Claim#	5600	CRYSTAL SPRINGS ICE				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$38.88
	Invoice 002.B009003					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$38.88

Claim Type

Claim#	5616	DAHLHEIMER DIST. CO. INC.				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$7,861.15
	Invoice 129-02868					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$15,238.25
	Invoice 116-01171					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$27.00
	Invoice 116-01171					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$276.00
	Invoice 129-02868					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$27.00
	Invoice 129-02868					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$23,429.40

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March 2020

Claim Type

Claim# 5640 DELL MARKETING L.P.

Cash Payment E 101-42210-240 Office Equip COMPUTER \$732.00

Invoice 10377189168

Cash Payment E 402-43100-570 C-O-L Office Equip & Misc. COMPUTER \$1,005.55

Invoice 10377152782

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,737.55
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Claim Type

Claim# 5665 ECM PUBLISHERS, INC.

Cash Payment E 101-41400-351 Legal Notices Publishing RESOLUTION 2020-07, ORD 261 SS \$145.13

Invoice 763204

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$145.13
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Claim Type

Claim# 5563 ELECTRIC SIGN & LIGHTING, INC.

Cash Payment E 609-49750-210 Operating Supplies OPERATING SUPPLIES \$202.46

Invoice 21040

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$202.46
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Claim Type

Claim# 5577 EMERGENCY AUTOMOTIVE TECH.

Cash Payment E 402-42110-550 Vehicles PARTS \$4,067.97

Invoice OAK19327

Cash Payment E 101-42110-221 Vehicle Repair & Maintena PARTS \$15.60

Invoice RP030320-1

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$4,083.57
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Claim Type

Claim# 5643 EMERGENCY MEDICAL PRODUCT

Cash Payment E 101-42210-217 Other Operating Supplies SUPPLIES \$16.55

Invoice 2139400

Cash Payment E 101-42210-217 Other Operating Supplies SUPPLIES -\$20.80

Invoice 75622

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	-\$4.25
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Claim Type

Claim# 5644 EMERGENCY RESPONSE SOLUTI

Cash Payment E 101-42210-217 Other Operating Supplies SCBA FLOW TEST \$1,352.00

Invoice 14662

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,352.00
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Claim Type

Claim# 5677 FERGUSON WATERWORKS

Cash Payment E 601-49440-259 Water Meters PARTS \$2,521.50

Invoice 0450562

Cash Payment E 601-49440-259 Water Meters PARTS \$2,063.16

Invoice 0450910

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$4,584.66
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Claim Type

Claim# 5675 FLYTE HCM LLC

Cash Payment E 101-41540-301 Auditing and Acct g Servic ADMIN MONTHLY MARCH 2020 \$50.00

Invoice F6346

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$50.00
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Claim Type

Claim# 5551 GOPHER STATE ONE-CALL

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March 2020

Cash Payment	E 602-49490-442 Gopher State	FEBRUARY TICKETS				\$18.90
Invoice	0020758					
Cash Payment	E 601-49440-442 Gopher State	FEBRUARY TICKETS				\$18.90
Invoice	0020758					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$37.80

Claim Type

Claim#	5611	GRAINGER, INC.				
Cash Payment	E 602-49490-212 Motor Fuels	OIL				\$137.48
Invoice	9452625628					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$137.48

Claim Type

Claim#	5566	GRANITE CITY JOBBING CO.				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$4.25
Invoice	173059					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$16.90
Invoice	173059					
Cash Payment	E 609-49751-256 Tobacco Products For Res	TOBACCO				\$1,287.20
Invoice	173059					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$1,308.35

Claim Type

Claim#	5560	HAKANSON ANDERSON ASSOC., I				
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET RECONSTRUCTION AND WATERMAIN IMPRVEMENT PROJECT				\$30,542.50
Invoice	43465					
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET REHABILITATION PROJECT				\$3,199.50
Invoice	43466					
Cash Payment	E 101-41910-303 Engineering Fees	PART OF BLOCK 5 VILLAGE OF ST. FRANCIS				\$4,745.50
Invoice	43460					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$38,487.50

Claim Type

Claim#	5625	HALL, JONATHAN				
Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING				\$160.00
Invoice	.0320					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$160.00

Claim Type

Claim#	5576	IACP				
Cash Payment	E 101-42110-433 Dues and Subscriptions	DUES				\$525.00
Invoice	0111048					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$525.00

Claim Type

Claim#	5575	INNOVATIVE OFFICE SOLUTIONS,				
Cash Payment	E 101-43100-200 Office Supplies	OFFICE SUPPLIES				\$16.40
Invoice	IN2892143					
Cash Payment	E 101-45200-200 Office Supplies	OFFICE SUPPLIES				\$16.40
Invoice	IN2892143					
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES				\$87.73
Invoice	IN2892143					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$120.53

Claim Type

Claim#	5647	ISD #15				
Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	2002 FORD PICKUP 250				\$452.73
Invoice	4780					

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Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	2013 DODGE CHARGER				\$940.93
	Invoice 4761					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,393.66

Claim Type

Claim#	5605	JOHNSON BROS WHLSE LIQUOR				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$7.89
	Invoice 1513552					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$221.61
	Invoice 1513551					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$14.13
	Invoice 1508350					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$23.55
	Invoice 1508351					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,075.20
	Invoice 1508351					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$10,584.58
	Invoice 1513551					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$253.25
	Invoice 1513552					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,087.50
	Invoice 1508350					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$13,267.71

Claim Type

Claim#	5633	KUBACKI, MARALYN				
Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING				\$60.00
	Invoice .0320					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$60.00

Claim Type

Claim#	5638	LINK-SOLBERG, LOIS				
Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING				\$90.00
	Invoice .0320					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$90.00

Claim Type

Claim#	5674	LMC INSURANCE TRUST				
Cash Payment	E 101-41110-360 Insurance	INSURANCE				\$77.52
	Invoice .0320					
Cash Payment	E 101-41120-360 Insurance	INSURANCE				\$0.69
	Invoice .0320					
Cash Payment	E 101-41400-360 Insurance	INSURANCE				\$712.92
	Invoice .0320					
Cash Payment	E 101-41410-360 Insurance	INSURANCE				\$2.97
	Invoice .0320					
Cash Payment	E 101-41500-360 Insurance	INSURANCE				\$370.75
	Invoice .0320					
Cash Payment	E 101-41600-360 Insurance	INSURANCE				\$227.79
	Invoice .0320					
Cash Payment	E 101-41910-360 Insurance	INSURANCE				\$471.62
	Invoice .0320					
Cash Payment	E 101-41940-360 Insurance	INSURANCE				\$558.81
	Invoice .0320					
Cash Payment	E 101-42110-360 Insurance	INSURANCE				\$6,354.62
	Invoice .0320					

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Cash Payment	E 101-42210-360 Insurance	INSURANCE				\$1,574.54
Invoice	.0320					
Cash Payment	E 101-42400-360 Insurance	INSURANCE				\$345.87
Invoice	.0320					
Cash Payment	E 101-43100-360 Insurance	INSURANCE				\$3,148.16
Invoice	.0320					
Cash Payment	E 101-43210-360 Insurance	INSURANCE				\$114.19
Invoice	.0320					
Cash Payment	E 101-45000-360 Insurance	INSURANCE				\$2.22
Invoice	.0320					
Cash Payment	E 101-45200-360 Insurance	INSURANCE				\$3,311.05
Invoice	.0320					
Cash Payment	E 601-49440-360 Insurance	INSURANCE				\$4,167.53
Invoice	.0320					
Cash Payment	E 602-49490-360 Insurance	INSURANCE				\$5,590.10
Invoice	.0320					
Cash Payment	E 609-49750-360 Insurance	INSURANCE				\$3,973.93
Invoice	.0320					
Cash Payment	E 101-49200-360 Insurance	INSURANCE				\$10.72
Invoice	.0320					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$31,016.00

Claim Type

Claim#	5639	MARTIN-MCALLISTER				
Cash Payment	E 101-43100-311 Contract	PERSONNEL EVALUATION				\$1,100.00
Invoice	12927					
Transaction Date	3/9/2020	Due 3/9/2020	CASH	10100	Total	\$1,100.00

Claim Type

Claim#	5637	MAUCH-MORFF, KEN				
Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING				\$100.00
Invoice	.0320					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$100.00

Claim Type

Claim#	5603	MCDONALD DIST CO.				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$37.65
Invoice	283-00087					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$29.33
Invoice	527044					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$5,910.25
Invoice	527938					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$36.00
Invoice	527070					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$14,135.00
Invoice	526965					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$21.95
Invoice	527938					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$19,964.22

Claim Type

Claim#	5646	MCDOWALL COMPANY				
Cash Payment	E 101-42210-401 Repairs/Maint Buildings	BUILDING MAINTENANCE & REPAIRS				\$1,225.00
Invoice	14180					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,225.00

Claim Type

Claim#	5670	MIDCONTINENT COMMUNICATION				
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Cash Payment	E 601-49440-321 Telephone	WATER	\$150.00
Invoice			
Cash Payment	E 609-49750-321 Telephone	LIQUOR	\$150.00
Invoice			
Cash Payment	E 101-42110-321 Telephone	PUBLIC WORKS	\$17.74
Invoice			
Cash Payment	E 101-43100-321 Telephone	POICE DEPT.	\$17.74
Invoice			

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$335.48
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Claim Type

Claim# 5626 MINKLER, KATHY

Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING	\$160.00
Invoice	.0320		

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$160.00
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Claim Type

Claim# 5634 MINKLER, MICHAEL

Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING	\$160.00
Invoice	.0320		

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$160.00
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Claim Type

Claim# 5642 MN CHIEFS OF POLICE ASSN.

Cash Payment	E 101-42110-208 Training and Instruction	ETI REGISTRATION	\$485.00
Invoice	10668		

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$485.00
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Claim Type

Claim# 5612 MN POLLUTION CONTROL AGENC

Cash Payment	E 602-49490-434 Permit Fees	INDIVIDUAL ANNUAL PERMIT FEE WASTEWATER	\$1,450.00
Invoice	10000093782		

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$1,450.00
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Claim Type

Claim# 5632 NESS, MAUREEN

Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING	\$150.50
Invoice	.0320		

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$150.50
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Claim Type

Claim# 5686 PACE ANALYTICAL SERVICES

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$93.00
Invoice	2012015250		

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$123.00
Invoice	2012015585		

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$93.00
Invoice	2012015502		

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$93.00
Invoice	2012015113		

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$120.00
Invoice	2012015059		

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$93.00
Invoice	2012015030		

Cash Payment	E 602-49490-313 Sample Testing	TESTING	\$123.00
Invoice	2012015005		

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Cash Payment	E 602-49490-313 Sample Testing	TESTING				\$123.00
Invoice	2012015420					
Cash Payment	E 602-49490-313 Sample Testing	TESTING				\$136.00
Invoice	2012015104					
Cash Payment	E 602-49490-313 Sample Testing	TESTING				\$93.00
Invoice	2012015606					
Cash Payment	E 602-49490-313 Sample Testing	TESTING				\$136.00
Invoice	2012015255					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$1,226.00

Claim Type

Claim#	5619	PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$15.70
Invoice	6002703					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$9.42
Invoice	6002704					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$36.11
Invoice	6006365					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$140.52
Invoice	6006364					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,347.00
Invoice	6002703					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$443.00
Invoice	6002704					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$9,785.00
Invoice	6006364					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,260.96
Invoice	6006365					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$13,037.71

Claim Type

Claim#	5573	ROMAN, JONATHAN	Ck# 077243	3/4/2020		
Cash Payment	R 101-36200 Miscellaneous Revenues	OVERPAYMENT ON PERMIT 2020-00034				\$84.15
Invoice	.0320					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$84.15

Claim Type

Claim#	5669	ROSEVILLE, CITY OF				
Cash Payment	E 101-41110-310 Computer Consulting Fee	IT SERVICES				\$411.36
Invoice	0228607					
Cash Payment	E 101-41400-310 Computer Consulting Fee	IT SERVICES				\$1,439.76
Invoice	0228607					
Cash Payment	E 101-42110-310 Computer Consulting Fee	IT SERVICES				\$5,039.16
Invoice	0228607					
Cash Payment	E 101-42210-310 Computer Consulting Fee	IT SERVICES				\$925.56
Invoice	0228607					
Cash Payment	E 101-43100-310 Computer Consulting Fee	IT SERVICES				\$411.36
Invoice	0228607					
Cash Payment	E 101-45200-310 Computer Consulting Fee	IT SERVICES				\$411.36
Invoice	0228607					
Cash Payment	E 601-49440-310 Computer Consulting Fee	IT SERVICES				\$411.36
Invoice	0228607					
Cash Payment	E 602-49490-310 Computer Consulting Fee	IT SERVICES				\$411.36
Invoice	0228607					
Cash Payment	E 609-49750-310 Computer Consulting Fee	IT SERVICES				\$205.68
Invoice	0228607					

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Cash Payment	E 101-42400-310 Computer Consulting Fee	IT SERVICES				\$411.36
	Invoice 0228607					
Cash Payment	E 101-41910-310 Computer Consulting Fee	IT SERVICES				\$205.68
	Invoice 0228607					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$10,284.00

Claim Type

Claim#	5553	SHI INTERNATIONAL CORP				
Cash Payment	E 101-42210-240 Office Equip	MICROSOFT LICENSE				\$268.00
	Invoice B11379415					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$268.00

Claim Type

Claim#	5556	SKOGQUIST, ERIK				
Cash Payment	E 101-41550-311 Contract	ASSESSING 1ST QTR 2020				\$4,102.46
	Invoice .0320					
Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$4,102.46

Claim Type

Claim#	5593	SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$18.13
	Invoice 1929300					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$1.28
	Invoice 1926620					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$12.80
	Invoice 1929299					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$8.96
	Invoice 1929301					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$48.64
	Invoice 1926619					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$96.00
	Invoice 1926620					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$282.00
	Invoice 1929301					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,996.70
	Invoice 1929300					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,518.20
	Invoice 1929299					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$3,784.08
	Invoice 1926619					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$9,766.79

Claim Type

Claim#	5680	ST. FRANCIS HIGH SCHOOL				
Cash Payment	E 101-45200-229 Project Repair & Maintena	PICNIC TABLES				\$2,659.50
	Invoice 192012					
Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$2,659.50

Claim Type

Claim#	5628	STEINKE, RAY				
Cash Payment	E 101-41410-100 Salaries	PNP ELECTION & TRAINING				\$80.00
	Invoice .0320					
Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$80.00

Claim Type

Claim#	5645	STERLING TROPHY				
Cash Payment	E 101-42210-441 Miscellaneous	PAR TAGS				\$21.60
	Invoice 25675					

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Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$21.60
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Claim Type

Claim# 5601 THE AMERICAN BOTTLING COMP

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC. \$463.85

Invoice 3562314133

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$463.85
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Claim Type

Claim# 5635 THOMPSON, CAROLYN

Cash Payment E 101-41410-100 Salaries PNP ELECTION & TRAINING \$70.00

Invoice .0320

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$70.00
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Claim Type

Claim# 5636 THOMPSON, NANCY

Cash Payment E 101-41410-100 Salaries PNP ELECTION & TRAINING \$50.00

Invoice .0320

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$50.00
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Claim Type

Claim# 5692 TJ ASSOCIATES

Cash Payment E 101-43210-439 Recycling Days PUBLIC WORKS POST CARD \$629.00

Invoice 232548

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$629.00
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Claim Type

Claim# 5561 TOM LYNCH ELECTRIC

Cash Payment E 101-45200-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$680.00

Invoice .0227

Cash Payment E 601-49440-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$296.00

Invoice .0227

Cash Payment E 609-49750-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$220.00

Invoice .0227

Cash Payment E 601-49440-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$88.75

Invoice .0227

Cash Payment E 602-49490-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$88.75

Invoice .0227

Cash Payment E 101-43100-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$88.75

Invoice .0227

Cash Payment E 101-45200-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$88.75

Invoice .0227

Cash Payment E 601-49440-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$92.50

Invoice .0227

Cash Payment E 602-49490-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$92.50

Invoice .0227

Cash Payment E 101-43100-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$92.50

Invoice .0227

Cash Payment E 101-45200-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$92.50

Invoice .0227

Cash Payment E 601-49440-401 Repairs/Maint Buildings LIGHT MAINTENANCE \$465.00

Invoice .0227

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$2,386.00
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Claim Type

Claim# 5610 VESSCO, INC.

Cash Payment E 602-49490-229 Project Repair & Maintena PARTS \$218.44

Invoice 79317

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Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$218.44
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Claim Type

Claim# 5614 VINOCOPIA, INC.

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$12.50

Invoice 0252202-IN

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR \$1,035.00

Invoice 0252202-IN

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$1,047.50
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Claim Type

Claim# 5630 WARREN, EARL

Cash Payment E 101-41410-100 Salaries PNP ELECTION & TRAINING \$160.00

Invoice .0320

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$160.00
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Claim Type

Claim# 5627 WATKINS, DAVID

Cash Payment E 101-41410-100 Salaries PNP ELECTION & TRAINING \$168.00

Invoice .0320

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$168.00
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Claim Type

Claim# 5629 WATKINS, SARA

Cash Payment E 101-41410-100 Salaries PNP ELECTION & TRAINING \$70.00

Invoice .0320

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$70.00
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Claim Type

Claim# 5555 WELLS, MARY

Cash Payment E 101-41550-311 Contract ASSESSING 1ST QTR 2020 \$4,102.46

Invoice .0320

Transaction Date	3/4/2020	Due 3/4/2020	CASH	10100	Total	\$4,102.46
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Claim Type

Claim# 5620 WINE MERCHANTS

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

Invoice 7275096

Cash Payment E 609-49751-253 Wine For Resale WINE \$340.00

Invoice 7275096

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$347.85
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Claim Type

Claim# 5679 ZIEGLER INC.

Cash Payment E 602-49490-229 Project Repair & Maintena REPAIRS \$3,532.80

Invoice WK64555

Transaction Date	3/10/2020	Due 3/10/2020	CASH	10100	Total	\$3,532.80
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Claim Type

Claim# 5624 ZUTZ, GREG

Cash Payment E 101-41410-100 Salaries PNP ELECTION & TRAINING \$180.00

Invoice .032020

Transaction Date	3/5/2020	Due 3/5/2020	CASH	10100	Total	\$180.00
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Pre-Written Checks	\$124.65
Checks to be Generated by the Compute	<u>\$253,959.89</u>
Total	\$254,084.54

Checks cut since last Council Meeting

TOTAL	0.00
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Disbursements via Debits to 4M Account		
Payee	Description	Amount

TOTAL	0.00
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Payee	Description	Amount
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TOTAL	183,813.60
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TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Rivers Edge 2nd Addition – Development Agreement
DATE: March 16, 2020

OVERVIEW

Rivers Edge is a multi-phased development. The original Development Agreement for the 2nd Addition, which included 6 platted lots, was approved by Council on June 16, 2019. The Developer was unable to locate the contractors necessary last fall to move forward with the minor addition and postponed construction until this spring. Since the approval of the original Agreement, there have been changes to the document.

Changes include:

- Corrected amount required for park dedication.
- Included and updated language for water/sewer trunk
- LOC of 100% not to reduce less than 125%

ITEMS TO BE DISCUSSED:

Approval of the revised Rivers Edge Development Agreement, 2nd Addition.

ATTACHMENTS:

Rivers Edge Development Agreement – 2nd Addition

**DEVELOPMENT AGREEMENT
RIVERS EDGE 2ND 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 2ND ADDITION on June 17, 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 six (6) additional lots in this 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 2ND 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 2ND ADDITION and the plans for the installation of public and private improvements within the plat of RIVERS EDGE 2ND 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 June 17, 2019, 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 with applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at

each driveway entrance; street signs shall be required at all intersections at Developer's expense; the Developer shall comply with the Agreement and Waiver Regarding Pre-Approval Grading of Plat known as Rivers Edge; all as a condition of plat approval. The Developer is required to obtain all necessary permits required by Anoka County for the construction of temporary access to County Road 72/Rum River Blvd. NW as a condition of plat approval.

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

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

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

The plans are:

Plan A: Plat/Staging Plan

Plan B: Grading Plan
House Pad Locations and Elevations

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

Plan D: Soil Erosion Control Plan and Schedule

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

- A. Site Grading and Ponding and all temporary and permanent erosion control measures
- B. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk
- L. Underground Utilities
- M. Landscaping
- N. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency
- 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.** 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. 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 2 nd 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. 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 (\$948 x 6)	\$ 5,688.00
Connection Charge	\$10,608.00
TOTAL CASH REQUIREMENTS	<u>\$31,296.00</u>

Plus charges already on record and incurred by the City

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 second phase and pay \$948/unit for each lot in the second phase. Specifically, for this second phase, in addition to the dedication of 0 acres as park, Developer shall pay \$948 x 6 lots or \$5,688. 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 2ND ADDITION as approved by the City Engineer. Developer shall also install an eight (8) foot bituminous trail along the west side of Quay Street (which continues this trail from Rum River Bluffs). The sidewalk and trail do not satisfy any portion of the park dedication requirement.

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

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

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

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

19. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The one-year warranty period on streets shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development has been accepted by the City Council as documented in official City minutes. The two-year warranty period for underground utilities shall commence after all required testing has been completed and the bituminous base course pavement has been installed. Additionally, all trees grass and sod, shall be warranted to be alive, of good quality and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall deliver a letter of credit (the "Warranty Letter of Credit") or other security acceptable to the City in the amount of twenty-five (25%) of final certified construction costs to secure the warranties once the wear course has been installed. The City shall retain twenty-five percent (25%) of the security previously delivered by the Developer (the letter of credit provided pursuant to paragraph 7 above) until the Warranty Letter of Credit is furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The security shall not be released until the expiration of the warranty period, and if any claims shall be made within the warranty period, the security shall not be released until such claims have been resolved.

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

21. **Developers Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance, unless this agreement provides for greater notice. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property as provided herewith.

22. **City Engineering Administration and Construction Observation.** Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering, administration and legal costs incurred by the City. City engineering and administration will include monitoring of construction, plat review, plan review, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing requests for reduction

in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$15,000.00 escrow plus payment of charges already on record incurred by the City, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the work has been completed and the Developer has fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Paragraph 11 for erosion control prior to final inspection.) Legal fees shall include drafting of this Development Agreement and other associated documents for this Development title review and advice and counseling with the City Engineer, City Administrator and City staff. In the event that work is performed on the Property by a consultant of the City, the City shall provide to Developer itemized billing statements showing the time spent, name of company performing the work, and a general description of the work performed.

23. Miscellaneous.

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

St. Francis Land Development, LLC

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

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

25. **Completion.** The Developer shall notify the City when the construction of the Improvements has been completed. If the City determines in its sole and absolute discretion that (i) the improvements have been constructed in substantial conformity with the approved plans, (ii) the improvements are complete for purposes of issuing a certificate of occupancy, and (iii) all applicable warranty periods have expired, the City shall, in accordance with this Agreement, return all remaining deposits or securities held relating to the project. Upon the request of the Developer the City shall furnish to the Developer a Certificate of Completion certifying the completion of the project. Such Certificate of Completion shall be in recordable form. Developer shall reimburse City for the expense of legal and professional services in preparing the Certificate of Completion.

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

SIGNATURES APPEAR ON NEXT PAGE

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 #

9 A

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Amend City Code, Chapter 10 Zoning, Definitions – Topsoil- 2nd Reading
DATE: March 16, 2020

OVERVIEW

City Code requires that a developer "*shall assure that the front and side yards of each lot are properly graded, three (3) inches of top soil is added and sod or seed is placed*". This definition has been met by most developers. Recently there have been issues in regards to the quality or expectation of the topsoil creating a need for a clear definition in code.

Code amendments within the Zoning codes requires that the Planning Commission hold a public hearing. The public hearing was held and no public comment was received on February 19, 2020. The Commission requested staff to further review and make possible adjustments to the allowable level of sand prior to the definition going to Council. The definition presents a sand range of 10-70%.

After consulting with the City Engineer it was determined that the sand range should be left at 10-70%. The definition that the City is looking to adopt is a definition from the State of MN. If the City was to change this definition it could create a situation in which the soil required is more expensive, required a formula to be created specific to the City of St. Francis or create issues with projects finding fill required by City code. This standard would be looked at as "more restrictive" then the state or other cities. There is a recent situation with a surrounding city that did create their own definition and due to the challenges it created, they have gone back to the State definition.

ITEMS TO BE DISCUSSED:

Amendment to City Code, Chapter 10 Zoning, Section 2 Definitions to add a definition of Topsoil

TIMELINE:

Council was in agreement with the suggested Amendment, the following timeline will apply:

March 2nd – 1st Reading

March 16th – 2nd Reading

March 20th – Publish for Comment

April 20th - Effective

ATTACHMENTS:

Proposed Definition of Topsoil to be included in Zoning Definitions

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

ORDINANCE 262, SECOND SERIES

AN ORDINANCE AMENDING CHAPTER 10, SECTION 2 “RULES AND
DEFINITIONS”

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Chapter 10, Section 2 shall hereby be amended to add the Topsoil Definition and read as follows:

Topsoil Definition

Provide topsoil material suitable for establishing plant growth consisting of a mixture of sand, clay, silt and organic matter. Topsoil shall be free of sticks and roots exceeding 1” in diameter, rocks exceeding 3” in diameter, and foreign materials. The topsoil shall have a clay content of 5% - 35%, silt content of 10% - 60%, sand content of 10% - 70%, organic matter of 3% - 15%, and pH of 6.1 – 7.8%.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 16th OF MARCH, 2020.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Auto Sales Moratorium
DATE: March 16, 2020

OVERVIEW

The City currently allows auto sales in all commercial districts (B1, B2, B3) through the Conditional Use process. After completing redevelopment and comprehensive plan studies it was determined that Bridge Street would be identified as a Downtown district. Since that time the city has additionally adopted design standards for this area. This area is currently zoned B1 – Central Business District and will remain so in the 2040 Comprehensive Plan updates.

Currently the City has an auto sales facility in the B2 – General Business and the B3-Business Park District. As this industry continues to change it has been discussed that the downtown district may not be a suitable place for this type of business.

As a result of these important land use issues, the City desires to conduct a study for the purpose of considering a possible amendment to the City's official controls to address the issues and questions relating to auto sales. The City finds that this Interim Ordinance is necessary to protect the planning process and the health, safety and welfare of its residents.

ITEMS TO BE DISCUSSED:

Adopt the attached Moratorium on auto sales

ATTACHMENTS:

An Interim Ordinance Temporarily Establishing a Planning Moratorium on Auto Sales

ORDINANCE 263, SECOND SERIES

AN INTERIM ORDINANCE TEMPORARILY ESTABLISHING A PLANNING MORATORIUM ON AUTO SALES

THE CITY OF ST. FRANCIS, MINNESOTA DOES HEREBY ORDAIN:

Section 1. Background

- 1.01. **Authority.** The City of St. Francis (the "City") has the authority to establish moratoriums to regulate, restrict, or prohibit any use in all or part of the City. In particular, pursuant to Minnesota Statutes Section 462.355, Subd 4, the City is authorized to adopt a planning moratorium on uses while the City or its planning consultant is conducting studies or has authorized a study to be conducted, or has scheduled a hearing to consider the adoption or amendment of the comprehensive plan or official zoning controls.
- 1.02. The City currently allows auto sales within all commercial districts. Currently there are two auto sales facilities, one in the B2 General Commercial zoning district and a second in the B3 Business Park district. The City has completed extensive studies on its B1 Central Business area and found through the studies and planning that auto sales is not an appropriate use in the B1 Central Business district. As a result of these important land use and zoning issues, the City desires to conduct a study for the purposes of considering possible amendments to the City official controls to address the issues relating to auto sales. The City finds that this Interim Ordinance is necessary to protect the planning process and the health, safety and welfare of its residents.

Section 2. Definitions

For the purpose of this Interim Ordinance, the term "auto sales" also known as "car sales" as identified in City Code and as defined in Minnesota Statutes Section 325F.662, Subd 1. or Minnesota Statutes Section 168.27, Subd 1.

Section 3. Prohibition

- 3.01 In accordance with the findings set forth in Section 1.02, a zoning moratorium is established on auto sales within the City.
- 3.02 During the effective period of this Interim Ordinance, no new auto sale facilities shall be established in the City and applications for building permits or zoning approvals for auto sales will not be processed, approved, or accepted by the City. This Ordinance also prohibits the further consideration of any approval of any pending zoning applications for auto sales. Previously received applications (if any exist) shall be withdrawn by the

applicant or the application shall not be acted upon by the City in accordance with this Interim Ordinance.

Section 4. Study

The City hereby authorizes a study by City staff and consultants of all issues related to the regulation of auto sales.

Section 5. Enforcement

The City may enforce this ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction

Section 6. Severability

Every section, provision of this Ordinance is declared separable from every section, provision or part of this Ordinance. If any section, provision, or part of this Ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgement shall not invalidate any other section, provision, or part of this Ordinance.

Section 7. Duration

This Interim Ordinance shall take effect immediately upon adoption and publication and shall be effective until the earlier of the following dates: (a) on year from its effective date, or (b) the date upon which the City reaffirms, amends, or repeals its ordinances and official controls related to auto sales.

This Ordinance shall take effect and be in full force from and after its adoption and publication, as provided by law.

Passed by the City Council of the City of St. Francis, Minnesota, on this _____ of _____ 2020.

Steven D. Feldman, Mayor

Attest:

Barb I. Held, City Clerk

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Sale of City Owned Property – 236th and Rum River Blvd
DATE: March 16, 2020

OVERVIEW

The City obtained the parcel from Anoka County and does not have an identified use for the parcel. The developer of the Rivers Edge Development has approached the city with a Purchase Agreement to acquire the northwestern section to incorporate this parcel into the Development. The property was declared surplus on April 15, 2019

- Property Location: 236th and Rum River Blvd NW
- Current use: Vacant Land
- Property Zoned: R2 – Single Family Residential
- Permitted Use includes: Single and Two family residential units
- Lot Size: 2.45 acres
- Project to create: Single family villa units

Council discussed this offer at a work session on January 15, 2020 and staff was instructed to move the offer forward to a Council Meeting.

As the City is a Comprehensive Plan city, the Planning Commission had a responsibility to review and comment as it relates to the use of the property and its ability to meet the consistency of the Comprehensive Plan. The Planning Commission completed this step on February 19, 2020.

Legal has reviewed and approved the language within the purchase agreement.

The next step is to approve authority for Staff to sign on behalf of the City.

ITEMS TO BE DISCUSSED:

Staff requests approval of Resolution Authorizing the Sale of City Surplus property to St. Francis Land Development LLC

ATTACHMENTS:

Resolution Authorizing the Sale of City Surplus property to St. Francis Land Development LLC

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

RESOLUTION 2020-21

**AUTHORIZING THE SALE OF CITY SURPLUS PROPERTY TO
ST. FRANCIS LAND DEVELOPMENT, LLC.
PID 33-34-24-22-0017**

WHEREAS, Section 8-7-3 of the St. Francis City Code entitled "Disposal of Property" outlines the procedure for the disposal of City owned property ; and

WHEREAS, pursuant to Section 8-7-3, the City has identified property legally described as follows as surplus property and is no longer needed for municipal service;

That part of the West 400.00 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 34, Range 24, Anoka County, Minnesota, as measured along the north line thereof, lying northerly of a line drawn parallel with and distant 120.00 feet northwesterly of the following described line and its extensions:

Commencing at the northeast corner of said West 400.00; thence South 00 degrees 25 minutes 24 seconds East, along the east line of said West 400.00 feet, a distance of 244.30 feet to the point of beginning of the line to be described; thence South 59 degrees 06 minutes 34 seconds West 11.96 feet; thence southwesterly 654.26 feet along a tangential curve, concave to the southeast, having a radius of 656.20 feet and a central angle of 57 degrees 07 minutes 35 seconds; thence South 01 degrees 58 minutes 59 seconds West to a point on the north line of said South 358.00 feet, distant 60.03 feet easterly of the northwest corner of said South 358.00 feet, and said line there terminating.

And;

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT, the City Council for the City of St. Francis, Minnesota hereby authorizes Joe Kohlmann, City Administrator for the City of St. Francis, Minnesota, to execute any and all

necessary and reasonable documents to effectuate the sale of the above referenced real property, including but not limited to a purchase agreement, amendment of the purchase agreement, if necessary, documents necessary to subdivide the property received from Anoka County into the above referenced legal description, closing documents and any other necessary or beneficial documents which are reasonable and customary.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 16th DAY OF MARCH, 2020.

APPROVED:

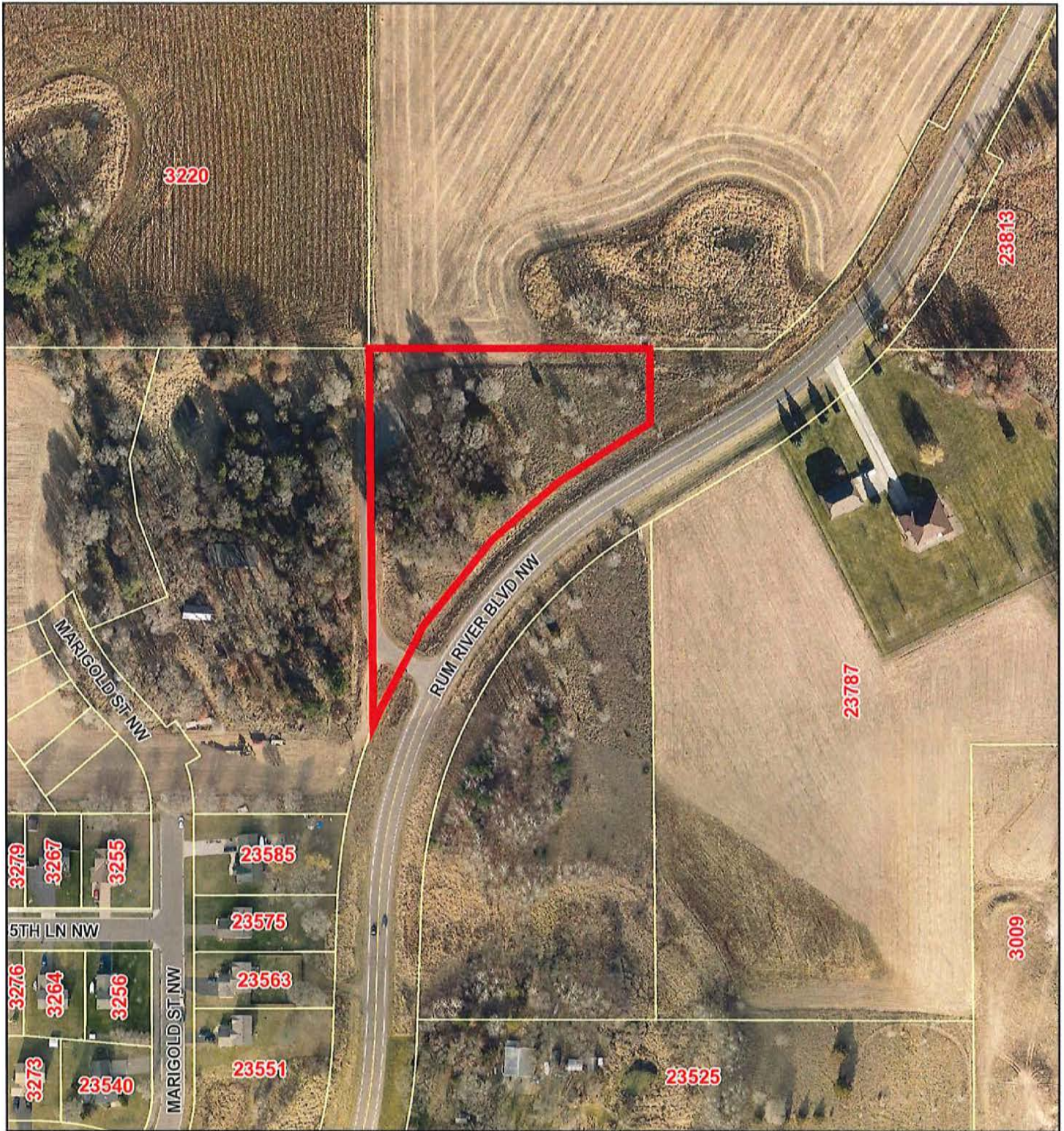
Steven D. Feldman
Mayor of St. Francis

ATTEST:

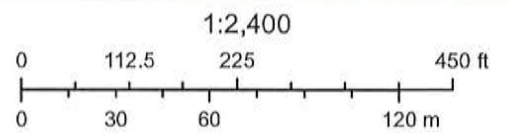
Barbara I. Held
City Clerk

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Anoka County, MN



January 30, 2020



Anoka County, MN



January 30, 2020



**Water and Sewer Monthly
Report – February 2020**

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

TO Mayor & Council

JOB Water and Sewer Monthly Report

WATER AND SEWER	TASK	DESCRIPTION	QUANTITY	UNITS
Water	Water Treatment Report			
Water	Inspect Facility Daily	Facility Inspection	19	Inspections
Water	Operational Hours	Hours spent at facility	19	Hours
Water	Calculate Influent and Effluent	Calculate gallons pumped for both influent and effluent.	Daily	Calculation
Water	Calculate Chemicals	Calculate treatment chemicals used daily.	Daily	Calculations
Water	Chemical Adjustment	Adjust chemicals based on lab testing results.	As Needed	Chemical Adjustments
Water	Daily Labs	Perform lab on chlorine, fluoride, orthophosphate, iron and manganese.	19	Labs
Water	Well House	Inspect daily, take readings, drawdowns, and pump runtimes.	Daily	Inspections
Water	Bacteria Samples	Take set of monthly bacteria samples.	5	Samples Per Set
Water	Water Flows/Results			
		Total Raw Water	11.3	Million Gallons
		Total Finished Water	11.2	Million Gallons
		Finished Water Sold	8.9	Million Gallons
		Accounted Water %	79	%
		Oak Grove Water Use	1.9	Million Gallons
		Average Daily Flow	.386	Million Gallons
		Average Chlorine	.57	Mg/l
		Average Raw Iron	1.09	Mg/l
		Average Raw Manganese	.076	Mg/l
		Average Fluoride	.81	Mg/l
		Iron Removal	99	%
		Manganese Removal	87	%

Wastewater	Wastewater Treatment Report			
Wastewater	Monthly Sampling	Perform required monthly sampling: 8 Influent 30 Constituents; 8 Effluent (40 Constituents:	70	Constituents
Wastewater	Operational Hours	Hours spent at facility.	152	Hours
Wastewater	Inspect Operations Building	Daily inspection of building.	19	Inspections
Wastewater	Inspect Pre-treatment Building	Daily inspection of building.	19	Inspections
Wastewater	Inspect Tertiary Building	Daily inspection of building.	19	Inspections
Wastewater	D.O Readings	Take Required D.O Readings.	31	D.O Readings
Wastewater	pH Readings	Take Required pH Readings.	31	pH Readings
Wastewater	Inspections	Inspect 8 lift stations daily and calculate pump runtimes.	152	Lift Station Inspections
Wastewater	Daily Lab	Process Control Test	80	Tests
	Wastewater Flows/Results			
		Discharge Point	Seelye Brook	
		Total Influent	10.5	Million Gallons
		Total Effluent	11.1	Million Gallons
		Reuse effluent	.232	Million Gallons
		Influent TSS	522	Mg/l
	<i>Limit: (15mg/l)</i>	Effluent TSS	2	Mg/l
	<i>Limit: (85 %)</i>	TSS % Removal	99	% Removal
		Influent CBOD	255	Mg/l
	<i>Limit: (15 mg/l)</i>	Effluent CBOD	0	Mg/l
	<i>Limit: (85 %)</i>	CBOD % Removal	100	% Removal
		Influent Phosphorus	5.2	Mg/l
	<i>Limit: (1 mg/l)</i>	Effluent Phosphorus	0	Mg/l
		Phosphorus % Removal	100	% Removal
		Influent Ammonia Nitrogen	26.8	Mg/l
	<i>Limit: (Seasonal) 1.4 mg/l</i>	Effluent Ammonia Nitrogen	0	Mg/l
		Ammonia Nitrogen % Removal	100	% Removal
Water/ Sewer	Monthly Tasks			
Water/Sewer	Locates	Process Locate Requests	28	Utility Locate Requests
Water/Sewer	Meter Readings	Monthly Meter Readings for City Owned and Large Users	52	Monthly Readings

Water/Sewer	Water/Sewer Connections	Inspect Water and Sewer	6	Inspections
Water/Sewer	Water Miscellaneous	Work orders: re-reads, high	28	Work Orders
Re-reads	Re-read Meters	Re-read Meters	120	Meters
Water/Sewer	Monthly Projects			
WWTP	Rapid Mixer	Grease and Change Oil	1	Mixer
WWTP	Clarifier Maintenance	Grease Clarifier Motor	1	Clarifier
WWTP	Aeration Blower	Inspect Eight Blower Motor Belts and Oil	8	Motors
WTP	Filter Inspections	Drain and Inspect Filters for Media Loss	4	Filters
WTP	Chlorine Equipment Maintenance	Change out chlorine supply line for finished water.	90	Feet
Training	Wastewater Conference	Staff attended wastewater training for credit hours.	1	Day
WTP	HVAC Maintenance	A blower motor failed on a heating unit. Unit has been replaced.	1	Motor
Deer Creek Lift Station	Pull Pump	Pump plugged due to rags.	1	Pump

*Each time a lift station pump is pulled due to plugging, it is equal to two-man hours.

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

TO Mayor & Council

JOB Streets and Parks Monthly Report

STREETS AND PARKS	TASK	DESCRIPTION	QUANTITY	
All Dept.	Building Maintenance	Light bulbs, toilets, sinks, etc.	28	Hours
Streets	Snowplowing	Plowing City Streets	264.9	Miles
Streets	Snowplowing	Plowing Cul-Da-Sacs	177	Cul-De-Sacs
Streets	Snowplowing	Amount of Salt Applied to Roads	34.6	Tons
Streets/Parks	Snowplowing	Plowing Parking Lots	15	Number of Lots
Parks	Snowplowing	Trails/Sidewalks	73	Miles
Streets	Snowplowing	Amount of Granite Chips Applied to Roads	27	Tons
Streets	Grading	Grading City Roads	0	Miles
Parks	Park Inspections	Inspect equipment, buildings, and trees.	18	Inspections
Parks	Events	Preparation and Inspection	5	5 Warming House
Parks	Fertilizing		0	Acres
Parks	Mowing	City Parks and Property	0	Acres
Streets	Signs	Signs Installed or Repaired	0	Number of Signs
Streets/Parks	Callouts	Response for service requests outside normal working hours.	4	3 Streets 1 water
Streets/Parks Sewer/Water	Equipment Repair	Anything Beyond Normal Maintenance, Fabrication, etc.	30	Hours
Streets/Parks Sewer/Water	Equipment Maintenance	Greasing, Washing, etc.	55	Hours
Storm Water	Cleaning Catch Basins	Remove debris and ice from catch basins.	26	Number of Catch Basins
Storm Water	Street Sweeping	Sweeping of city streets and parking lots.	0	Yards
Streets/Storm Water	Shoulder Disking	Shoulder disking gravel roads, pulling gravel back on road.	0	Tons
Parks	Ball Fields	Dragging Ball Fields	0	Times
Parks	Trail Mowing	Mowing Along Walking Trails	0	Miles
Parks	Fountain	Clean Fountain at Woodbury Park	0	Time
Streets	Ditch Mowing	Mowing Along Roadway	0	Miles
Parks	Ice Rinks	Applying Water On Rinks	6,000	Gallons
Parks	Vandalism	Damage to City Property	0	Hours

Parks	Playground	Install Woodchips	0	Yards
Parks	Leaf Pick-up	Picking Up Leaves in Parks	0	Yards
Recycling	Meeting	With Anoka County	1	Meeting
Recycling	Event	LePage Recycling Event & Free Shred Event/Leaf Event	0	Events