

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
MARCH 2, 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 – February 18, 2020
 - B. City Council Notes – Interviews of Public Works Director Finalist
 - C. Rental License Approvals – March 2020
 - D. Declaring Police Department Current Wilson Combat 1911 Duty Weapons as Surplus Property - Resolution 2020-11
 - E. Payment of Claims
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. 2040 Comp Plan Approval – Resolution 2020-12
 - B. Turtle Ponds Fourth Addition – Final Plat - Resolution 2020-13
 - C. Turtle Ponds Fifth Addition – Final Plat – Resolution 2020-14
 - 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
 - 2) Resolution 2020-16 Amending the Legal Description of the Interim Use Permit Granted for 6032 Ambassador Blvd. NW
 - E. Buzick Motor Vehicle Sales – 3950 237th - Conditional Use Permit – Resolution 2020-17
 - F. Rivers Edge Development – Siwek Park
 - 1) Resolution 2020-18 Ordering Preparation of Plans and Specifications
 - 2) Resolution 2020-19 Supporting the Submittal of an Outdoor Recreation Grant Application
 - G. Ordinance 262, Second Series dealing with Top Soil (First Reading)
 - 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
 - I. Resolution 2020-07 Summary Publication of Ordinance 261, Second Series
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports –
 - B. Councilmember Reports -
 - 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

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

CITY COUNCIL MINUTES

FEBRUARY 18, 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, and Robert Bauer. Sarah Udvig excused. Also present; Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Public Works Supervisors Parish Barten and Jeremy Shook, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. APPROVAL OF AGENDA

Add 4 I. Hire Jason Windingstad as the Public Works Director to the Consent Agenda.
MOTION BY MUEHLBAUER SECOND BAUER APPROVING THE REGULAR CITY COUNCIL AGENDA AS AMENDED. Motion carried 4-0.

4. CONSENT AGENDA

- A. City Council Minutes – February 3, 2020
- B. St. Francis Lions – Application for MN Lawful Gambling Permit/Bingo April 4 @ American Legion
- C. St. Francis Assn of Parents and Teachers – Application for MN Lawful Gambling Permit Raffle Permit May 16, 2020 @ St. Francis Elementary School or Community Park
- D. Replacement of Officer Duty Handguns
- E. St. Francis Fire Department Appointments for Captains; Carl Johnson, Tim Kizer and Evan Sturzl and Lieutenant Sam Strassburg.
- F. 2020 Street Reconstruction and Watermain Improvement Project – Res 2020-10 Parking Restriction on Butterfield Drive NW.
- G. Payment of Claims \$387,117.73 (ACH #279E-281E \$208,983.96 and Check #77134-77203 \$178,133.77)
- H. Approve Amendment No. 2 extending Connectivity Services Agreement for Broadband Services for City Buildings.
- I. Hire Jason Windingstad as the Public Works Director at pay grade 17.

Mayor Feldman asked to pull item 4 D.

MOTION BY ROBINSON SECOND MUEHLBAUER APPROVING THE CONSENT AGENDA ITEMS A-C and E-H. Motion carried 4-0.

D. Replacement of Officer Duty Handguns

Mayor Feldman stated we all have different questions regarding this purchase. Money was budgeted for handgun replacement in the Capital Improvement Plan for 2022, what will happen for money budgeted for 2022. Chief Schwieger said I believe it would stay in the Capital Improvement Plan for future purchase of handguns. Useful life of the guns is around 15 years. The current handguns have had thousands of rounds fired through them and officers are seeing an increase in malfunctions while training with the firearms.

Muehlbauer said if they are to last about 15 years, these are three year shy of 15 years. Chief Schwieger said they are used mostly for training and have been overhauled once. Like to change over before they don't work.

Robinson said I did have some financial questions but Darcy (Mulvihill) answered them. Will a gun shop buy these back. Chief Schwieger said yes, that will be at our next city council agenda. Robinson asked so no liabilities, carry over? Chief Schwieger said a licensed federal dealer would do the gun transfer to pass on the liability. How often do they have to qualify? Chief Schwieger said at least four times a year, each quarter typically. Several hundred rounds per year. They can also go to shooting range on their own.

Bauer said I did ask questions earlier today and get my questions answered. Holsters usually are purchased by the officer. Bauer asked about all the officers having the same gun and holster. Chief Schwieger explained why they have the same gun/holster and it is because of uniformity and familiarity. If something happens in the field, they are able to take the other officers gun and use it, know how to get it out of the holster and how the gun handles.

Feldman said so basically you plan for 15 years or useful life of the handgun. Chief Schwieger said we prefer to replace them before they break or don't work. Everything has a useful life and don't want to keep it until it doesn't work. Chief Schwieger said I think 15 years is adequate, right now we have the funds and don't want to go too long. Feldman said we can't have things breaking down; be preventative, just like fire and public works with their equipment.

Bauer said we did have a buyback program where I worked. Chief Schwieger said that option too would be at the next council meeting.

MOTION BY MUEHLBAUER SECOND BAUER APPROVE THE PURCHASE OF 14 SIG SAUER P320 9mm HANDGUNS INCLUDING ACCESSORIES WITH FUNDING COMING OUT THE POLICE DEPARTMENT CAPITAL BUDGET. Motion carried 4-0.

5. **MEETING OPEN TO THE PUBLIC**

None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. Ordinance 261, Second Series Amending City Code 7-3-6 Recreational Motor Vehicles (Second Reading)

Thunstrom reported clarification of definitions and establishing operating restrictions are the sections amended as it pertains to racetracks on residential properties. Questions raised two weeks ago regarding noise and dust as it relates to the use of recreational vehicle. After further research staff feels the additional concerns can be met by our current code. We did however add section 3 and 4 under Owner Responsibility. They are:

3. To operate in a manner in which does not create Noise Violations as identified in Chapter 8, Section 2.

4. To operate in a manner in which the use does not impact wetlands, alter the natural vegetation or topography within the Rum River Management District, create erosion or uncontrolled sedimentation of soil as identified within City Code.

Muehlbauer asked being we don't have a full council this evening can we continue this ordinance amendment until the next meeting when we have a full council. Council agreed.

MOTION BY MUEHLBAUER SECOND BAUER TO CONTINUE THE ORDINANCE 261, SECOND SERIES UNTIL WE HAVE A FULL COUNCIL. Motion carried 4-0.

B. Resolution 2020-07 Summary Publication of Ordinance 261, Second Series

MOTION BY MUEHLBAUER SECOND ROBINSON TO CONTINUE THE SUMMARY PUBLICATION UNTIL THE NEXT COUNCIL MEETING. Motion carried 4-0.

C. Setting a Date for a Work Session

Staff would like to set a work session for next week or when the council is available. Tentative topics include; Highway 47, Liquor Store donation (for School Park), Metro I-net and other potential topics. After some discussion, the council decided on

Wednesday, March 4 for the work session starting at 5:30 pm at city hall.

10. **MEETING OPEN TO THE PUBLIC**

None.

11. **REPORTS**

A. Department Reports –

1) Streets/Parks Monthly and 2019 Annual Reports

Public Works Supervisor Jeremy Shook gave an overview of the Streets and Parks Annual report. Most notable comparison to the previous year was due to the fact we set a record for the wettest year. Received 43.17" of rain (average 30.64) and 91.7 of snow, which lead to more mowing and plowing. The decrease of miles graded was due to Riverbank Lane being paved. Council thanked Jeremy and stated good reports.

2) Water/Sewer Monthly and 2019 Annual Reports

Public Works Supervisor Parish Barten said 2019 was a busy year with the meter change out and the sewer connection with The Ponds Development in Oak Grove. Since the addition of sewer line connected from Oak Grove, we have seen no adverse effects.

Feldman asked about raw water usage, reusable water and the spray irrigation permit. The sprayed irrigation was at the wastewater plant. Barten stated we would like to get rid of the spray irrigation and clean up language in the permit that is renewed this June.

Muehlbauer said good report.

Robinson asked if there is any way to receive any revenue source from Oak Grove decommissioning their system. Golf course watering will increase water consumption because they would not be using the reused water.

Bauer very good report.

Feldman questioned the man-hours of pulling pumps. Feldman asked for an update on the number meters that still need to be changed out. Barten reported there are 11 accounts that have not responded to any notice or scheduled for the replacement meter, 6 new homes in transition, 5 vacant. The 11 will be fined and should see the fee on their bill in April. Software is making progress and is close to corrected. Feldman stated if you see some unusual water meter readings please call, there will be glitches.

Bauer said great report, please don't flush anything down the toilets that should not be flushed. Commented on the 29 man-hours to pull rags.

Feldman asked isn't there one area that we are having more problems than others? Barten said yes, the Durigan/Locher development. We did send out letters to the

neighborhood reminding them what to and not to flush. Barten said staff drafted an information letter for the spring newsletter explaining the meter change out and why we did the change out. Some residents may even see better water pressure.

Feldman wanted to take the time to thank both Parish and Jeremy along with the staff for doing an excellent job maintaining the departments at a high level. Thank you. Just this evening we hired a new public works director. Thank you again.

B. Councilmember Reports -

Bauer- nothing to really report. Was down south this past week.

Robinson – attended the finance committee meeting reassured me that we made a good decision on hiring the fire chief full time. Amazes me how much police activity there is.

Muehlbauer – nothing to add.

Feldman – Really appreciate the Nixle notifications, we have around 1,100 viewers/subscriptions. Appreciate staff working with council. Trust is being built with police and fire with the good leadership. Appreciate staff and council being patient and time commitment with work sessions, long days. Do it for the betterment of the residents we serve.

Robinson said many cities that have scheduled meetings on holidays they don't have a meeting. Appreciate we move ours to the next day.

C. Upcoming Events -

Feb 19 Planning Commission Meeting @ St. Francis Area Schools
District Offices 7:00 pm

Mar 2 City Council Meeting @ St. Francis Area Schools District Offices
6:00 pm

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

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

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 6:55 pm.

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

**CITY COUNCIL INTERVIEW SESSION NOTES
CITY HALL
FEBRUARY 5, 2020**

The full City Council conducted interviews for the finalist for the Public Works Director position. Also present during the interview were City Attorney Dave Schaps and City Administrator Joe Kohlmann.

There were three finalist with one applicant withdrawing his name the day of the interviews.

After the interviews, the City Council had a lengthy deliberation on the final two candidates. The City Council decided on Jason Windingstad, to move on in the hiring process.

Once all pre-employment checks and testing is complete, formal action on the appointment will take place at a regular city council meeting.

Submitted by,

Barbara I. Held

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Rental License Approvals
DATE: March 2, 2020

OVERVIEW

Rental licensing follows a process in which Council approves, suspends or revokes Rental Licenses.

The tentative timeline of the City rental program is as follows:

- October, letter to applicable rental properties
- January 15th, rental applications due
- Completed applicants move to Council
- January 16- second letter with late fee to missing applications
- March 16th – third letter with late fees to missing applications
- First week of May – first Citation notice to be sent on missing applications

In January 38 of the 81 properties were approved for rental Licenses. The remaining properties received notices including late fees. Of those, nine were removed from our list as they are no longer a rental properties.

An additional 22 properties have completed their requirements. The process of a late fee has proven to be very successful from past practices to get properties to comply.

The remaining properties will be notified after March 16th. If they remain out of compliance a second late fee will be applied if they fail to respond. Then the properties will move forward towards Code Enforcement.

ITEMS TO BE DISCUSSED:

Approval of Rental Licenses identified as attached.

ATTACHMENTS:

Properties qualified for Rental License approval

22 Rentals for March 2nd Council Meeting

22794 ELDORADO ST NW	ALLEN PROPERTIES LLC
23166 JIVARO ST NW	ARCHAMBAULT AMY
2716 230TH CT NW	BENSON CHARLES
3040 BRIDGE ST 21 UNITS	RUM RIVER SQ ASSOCIATES
3586 232ND CT NW	SKOGQUIST CHAD
22872 POPPY ST NW - 12 UNITS	WEAVER BROTHERS COMPANY
22874 POPPY ST NW - 12 UNITS	WEAVER BROTHERS COMPANY
22790 ELDORADO ST NW	ALLEN PROPERTIES LLC
23138 DAKOTAH ST NW	PERRY JENNY
23162 DAKOTAH ST NW	BENSON CHARLES
23176 DAKOTAH ST NW	BENSON CHARLES
4096 231ST LN NW	BENSON CHUCK
2756 232ND LN NW	NELSON SEAN & CYNTHIA
22940 AMBASSADOR BLVD NW	SHULTZ TRUSTEE FLORANCE
3772 BRIDGE ST NW	SHULTZ TRUSTEE FLORANCE
3748 227TH AVE NW	WISDORF, JOSEPH & KELLY
3832 232ND AVE NW #106	WOLTERS SARAH
23210 NAVAJO ST NW	TIMMONS, JESSICA
4490 232ND LN NW	LINDMEYER, CHRISTINE
1524 237TH AVE NW	CARPENTER, JETHRO & NICOLE
2788 233RD LN NW	WENGER ROBERT
22804 ELDORADO ST NW	BENSON CHARLES

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Surplus Property
DATE: March 2nd, 2020

OVERVIEW: The St Francis Police Department is in the process of replacing officer duty handguns. Licensed officers currently carry Wilson Combat 1911 handguns which were purchased in 2007. The department has looked into ways to dispose of the Wilson 1911 handguns once the new duty handguns are put into use. One option would be to give current licensed St Francis Police Officers the option to purchase the Wilson 1911 handguns for the current estimated value of the handgun. In 2017 staff placed a useful life of the handgun at 15 years. The original purchase price of the handguns in 2007 was \$1,855.70. Based on the original purchase price of the handgun and the depreciation over the 15 year useful life, the current value of the handgun for resale purposes would be \$247.47. In 2017 a department Wilson 1911 handgun was declared surplus property under resolution 2017-05 and sold for an amount based on the 15 year useful life and depreciation to a family member of the late Chief Rehling.

Another disposal option would be to sell all Wilson 1911's to a licensed federal firearms dealer. Police Department staff did have a discussion with staff at Bill's Gun Shop and Range in Circle Pines Minnesota. Bills Gun Shop staff concluded that they would purchase all 12 of the Wilson 1911's in the amount of \$2,500.00. This breaks down to approximately \$208.00 per handgun.

ACTION TO BE CONSIDERED: To approve Resolution 2020-11 which declares the police departments current Wilson Combat 1911 duty weapons as surplus property and authorizes current licensed St Francis Police Officers the opportunity to purchase the Wilson Combat 1911 handgun duty weapons in the amount of \$247.47. Bill's Gun Shop and Range would purchase the remaining handguns not purchased by officers. Bill's Gun Shop and Range would facilitate the transfer process of any firearms purchased by officers as well as any remaining firearms purchased by Bill's. The sales and transfers would occur after the department puts new replacement handguns into use in the spring of 2020.

BUDGET IMPLICATION:

The funds raised from the sale of the Wilson 1911 handguns both from officer purchases and Bill's Gun Shop purchase would be placed into the City of St Francis general fund. Replacement duty weapons are funded by the police department capital budget.

Attachments: Resolution 2017-05
Resolution 2020-11

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

RESOLUTION 2020-11

A RESOLUTION DECLARING SURPLUS
PROPERTY AND AUTHORIZING THE DISPOSAL
OF SAID PROPERTY

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

WHEREAS, pursuant to Section 8-7-3, the City has identified property owned by the City that is no longer needed for municipal service; and

WHEREAS, the City purchased 12 Wilson Combat handguns in 2007 for police services for \$1,855.70 each; and

WHEREAS, the estimated useful life considering the handgun was used substantially in service is 15 years; and

WHEREAS, a straight-line depreciation leaves a value of the property remaining at \$247.47; and

WHEREAS, by the City Council of the City of St. Francis that the following property is hereby classified as surplus property, with the approximate value said property assigned as follows:

Surplus Property	Estimated Value
12 - 2007 Wilson Combat 1911 Handguns	\$247.47

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF MARCH, 2020.

APPROVED:

ATTEST:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 03/02/2020

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$60,144.07 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

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

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 03-02-2020 Packet List

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*Claim Register©

AP 03-02-20

March 2020

Claim Type

Claim#	5497	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-321 Telephone	BROADBAND				\$37.51
	Invoice B200214P					
Cash Payment	E 101-42210-321 Telephone	BROADBAND				\$37.51
	Invoice B200214P					
Cash Payment	E 101-43100-321 Telephone	BROADBAND				\$37.51
	Invoice B200214P					
Cash Payment	E 101-45200-321 Telephone	BROADBAND				\$37.51
	Invoice B200214P					
Cash Payment	E 601-49440-321 Telephone	BROADBAND				\$37.51
	Invoice B200214P					
Cash Payment	E 602-49490-321 Telephone	BROADBAND				\$37.45
	Invoice B200214P					
Transaction Date	2/27/2020	Due 2/27/2020	CASH	10100	Total	\$225.00

Claim Type

Claim#	5469	BELLBOY CORPORATION				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$4.77
	Invoice 0100885400					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$32.55
	Invoice 0082797200					
Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES				\$164.40
	Invoice 0100885400					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,546.15
	Invoice 0082797200					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$176.00
	Invoice 0082797200					
Transaction Date	2/20/2020	Due 2/20/2020	CASH	10100	Total	\$2,923.87

Claim Type

Claim#	5453	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$672.10
	Invoice 86700					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$50.20
	Invoice 86700					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$722.30

Claim Type

Claim#	5467	BGS (BARNA GUZY)				
Cash Payment	E 101-41600-304 Civil Legal Fees	FORFEITURE				\$168.00
	Invoice 213310					
Transaction Date	2/20/2020	Due 2/20/2020	CASH	10100	Total	\$168.00

Claim Type

Claim#	5451	BREAKTHRU BEVERAGE				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$46.20
	Invoice 1081100146					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,613.93
	Invoice 1081100146					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,103.62
	Invoice 1081100146					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$2,763.75

Claim Type

Claim#	5449	CINTAS				
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March 2020

Cash Payment	E 101-41940-219 Rug Maintenance	RUG MAINTENANCE				\$16.16
	Invoice 4042944004					
Cash Payment	E 601-49440-417 Uniform Clothing & PPE	UNIFORMS				\$4.66
	Invoice 4043564415					
Cash Payment	E 602-49490-417 Uniform Clothing & PPE	UNIFORMS				\$4.65
	Invoice 4043564415					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$25.47
Claim Type						
Claim#	5488	CITY EMPLOYEES UNION, LOCAL				
Cash Payment	G 101-21707 Union Dues	UNION DUES				\$47.00
	Invoice .032020					
Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$47.00
Claim Type						
Claim#	5452	DAHLHEIMER DIST. CO. INC.				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$34.65
	Invoice 1191689					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$3,740.55
	Invoice 129-02803					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$3,705.90
Claim Type						
Claim#	5471	DELTA DENTAL				
Cash Payment	G 101-21711 Dental Insurance	MARCH INSURANCE				\$1,558.60
	Invoice CNS0000413089					
Transaction Date	2/20/2020	Due 2/20/2020	CASH	10100	Total	\$1,558.60
Claim Type						
Claim#	5466	DEX MEDIA EAST LLC				
Cash Payment	E 609-49750-340 Advertising	ADVERTISING				\$82.50
	Invoice .0320					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$82.50
Claim Type						
Claim#	5472	DRIVER & VEHICLE SERVICES				
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	REGISTRATION				\$425.25
	Invoice .0320					
Transaction Date	2/20/2020	Due 2/20/2020	CASH	10100	Total	\$425.25
Claim Type						
Claim#	5484	EAGLE GARAGE DOOR CO.				
Cash Payment	E 101-42110-401 Repairs/Maint Buildings	REPLACED SPRINGS				\$1,079.00
	Invoice 5969					
Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$1,079.00
Claim Type						
Claim#	5450	ECM PUBLISHERS, INC.				
Cash Payment	E 101-41400-351 Legal Notices Publishing	02/20/2020 PUBLIC HEARING				\$48.38
	Invoice 759131					
Cash Payment	E 101-41400-351 Legal Notices Publishing	ACCURACY TEST				\$26.88
	Invoice 760306					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$75.26
Claim Type						
Claim#	5462	EMERGENCY MEDICAL PRODUCT				
Cash Payment	E 101-42210-217 Other Operating Supplies	EXAM GLOVES				\$184.90
	Invoice 2134977					

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*Claim Register©

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March 2020

Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$184.90
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Claim Type

Claim# 5486 FERGUSON WATERWORKS

Cash Payment	E 601-49440-259 Water Meters	PARTS				\$2,460.00
	Invoice 0450446					

Cash Payment	E 601-49440-259 Water Meters	PARTS				\$155.58
	Invoice 0450193-1					

Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$2,615.58
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Claim Type

Claim# 5503 HAKANSON ANDERSON ASSOC., I

Cash Payment	E 101-43100-303 Engineering Fees	GENERAL ENGINEERING				\$321.00
	Invoice 43468					

Cash Payment	E 602-49490-303 Engineering Fees	WATER METER REPLACEMENT PROJECT				\$567.50
	Invoice 43467					

Cash Payment	G 405-10100 Cash	KINGS HIGHWAY AND RIVERBANK				\$95.00
	Invoice 43464					

Cash Payment	E 101-43100-303 Engineering Fees	UTILITY PERMIT REVIEWS				\$85.83
	Invoice 43471					

Cash Payment	E 101-42400-303 Engineering Fees	BUILDING PERMIT REVIEW				\$240.00
	Invoice 43470					

Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER				\$133.33
	Invoice 43469					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 3RD ADDN				\$206.00
	Invoice 43463					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 2ND ADDN				\$77.25
	Invoice 43462					

Cash Payment	E 101-41910-303 Engineering Fees	MISC SITE PLAN REVIEW				\$160.50
	Invoice 43461					

Cash Payment	E 601-49440-303 Engineering Fees	UTILITY PERMIT REVIEWS				\$85.83
	Invoice 43471					

Cash Payment	E 602-49490-303 Engineering Fees	ROUTINE RETAINER				\$133.33
	Invoice 43469					

Cash Payment	E 602-49490-303 Engineering Fees	UTILITY PERMIT REVIEWS				\$85.84
	Invoice 43471					

Cash Payment	E 601-49440-303 Engineering Fees	ROUTINE RETAINER				\$133.33
	Invoice 43469					

Cash Payment	E 101-45200-303 Engineering Fees	ROUTINE RETAINER				\$133.33
	Invoice 43469					

Cash Payment	E 101-43100-303 Engineering Fees	ROUTINE RETAINER				\$133.34
	Invoice 43469					

Cash Payment	E 101-41910-303 Engineering Fees	ROUTINE RETAINER				\$133.34
	Invoice 43469					

Transaction Date	2/27/2020	Due 2/27/2020	CASH	10100	Total	\$2,724.75
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Claim Type

Claim# 5460 INNOVATIVE OFFICE SOLUTIONS,

Cash Payment	E 602-49490-200 Office Supplies	OFFICE SUPPLIES				\$19.11
	Invoice IN2868356					

Cash Payment	E 101-41400-200 Office Supplies	OFFICE SUPPLIES				\$259.14
	Invoice IN2884179					

Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$278.25
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Claim Type

Claim# 5476 ISD #15

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Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	2000 SPARTAN				\$1,808.45
Invoice	4735					
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2019 Dodge Charger				\$44.03
Invoice	4736					
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2018 DODGE CHARGER PURSUIT				\$669.99
Invoice	4730					
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	2014 DODGE CHARGER PURSUIT				\$44.03
Invoice	4737					
Transaction Date	2/24/2020	Due 2/24/2020	CASH	10100	Total	\$2,566.50
Claim Type						
Claim#	5442	JOHNSON BROS WHLSE LIQUOR				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$69.14
Invoice	1503140					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$56.37
Invoice	1503141					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$3,370.17
Invoice	1503140					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,522.55
Invoice	1503141					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$5,018.23
Claim Type						
Claim#	5489	LAW ENFORCEMENT LABOR SVC				
Cash Payment	G 101-21707 Union Dues	UNION DUES				\$558.00
Invoice	.0320					
Cash Payment	G 101-21707 Union Dues	UNION DUES				\$62.00
Invoice	.032020					
Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$620.00
Claim Type						
Claim#	5493	LEAGUE OF MN CITIES				
Cash Payment	E 603-49490-418 Storm Water Management	MN CITIES STORMWATER COALITION CONTRIBUTIONS				\$640.00
Invoice	316933					
Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$640.00
Claim Type						
Claim#	5447	MCDONALD D/ST CO.				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$19.50
Invoice	526267					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$6,150.40
Invoice	526240					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$89.00
Invoice	526240					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$6,219.90
Claim Type						
Claim#	5465	METRO SALES, INC.				
Cash Payment	E 101-41400-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					
Cash Payment	E 101-42400-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					
Cash Payment	E 101-42110-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					
Cash Payment	E 101-43100-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					

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Cash Payment	E 101-45200-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					
Cash Payment	E 601-49440-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					
Cash Payment	E 602-49490-200 Office Supplies	COPIES				\$1.54
Invoice	INV1538618					
Cash Payment	E 609-49750-200 Office Supplies	COPIES				\$1.56
Invoice	INV1538618					
Cash Payment	E 101-41400-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 101-42400-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 101-42110-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 101-43100-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 101-45200-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 601-49440-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 602-49490-200 Office Supplies	COPIES				\$76.26
Invoice	INV1543508					
Cash Payment	E 609-49750-200 Office Supplies	COPIES				\$76.30
Invoice	INV1543508					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$622.46

Claim Type

Claim# 5477 MINUTEMAN PRESS

Cash Payment	E 101-43210-439 Recycling Days	SPRING NEWSLETTERS				\$302.57
Invoice	979461					
Cash Payment	E 101-41400-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 601-49440-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 602-49490-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 609-49750-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 101-43100-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 101-41110-344 Newsletter	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 101-42400-352 General Publishing	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 101-42110-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 101-42210-441 Miscellaneous	SPRING NEWSLETTERS				\$142.64
Invoice	979461					
Cash Payment	E 101-45200-441 Miscellaneous	SPRING NEWSLETTERS				\$142.63
Invoice	979461					
Transaction Date	2/24/2020	Due 2/24/2020	CASH	10100	Total	\$1,728.96

Claim Type

Claim# 5485 MN DEPT OF HEALTH

Cash Payment	E 601-49440-434 Permit Fees	CONNECTION FEE				\$4,184.00
Invoice	.032020					

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March 2020

Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$4,184.00
Claim Type						
Claim#	5483	MN MUNICIPAL UTILITIES ASSOC.				
Cash Payment	E 101-41400-311	Contract				\$518.75
Invoice						
Cash Payment	E 101-42110-311	Contract				\$518.75
Invoice						
Cash Payment	E 101-42210-311	Contract				\$518.75
Invoice						
Cash Payment	E 101-43100-311	Contract				\$778.12
Invoice						
Cash Payment	E 101-45200-311	Contract				\$778.12
Invoice						
Cash Payment	E 601-49440-311	Contract				\$778.12
Invoice						
Cash Payment	E 602-49490-311	Contract				\$778.12
Invoice						
Cash Payment	E 609-49750-311	Contract				\$518.77
Invoice						
Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$5,187.50
Claim Type						
Claim#	5463	MN NCPERS LIFE INSURANCE				
Cash Payment	G 101-21713	MN Life	MARCH INSURANCE			\$80.00
Invoice	733400032020					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$80.00
Claim Type						
Claim#	5495	NORTH METRO TREE SERVICE IN				
Cash Payment	E 101-43100-311	Contract	TREE REMOVAL			\$1,650.00
Invoice	2020-1					
Transaction Date	2/27/2020	Due 2/27/2020	CASH	10100	Total	\$1,650.00
Claim Type						
Claim#	5479	OPUS 21				
Cash Payment	E 601-49440-382	Utility Billing	UTILITY BILLING			\$1,315.97
Invoice	200116					
Cash Payment	E 602-49490-382	Utility Billing	UTILITY BILLING			\$1,315.97
Invoice	200116					
Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$2,631.94
Claim Type						
Claim#	5448	PEPSI COLA				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$308.90
Invoice	44007805					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$308.90
Claim Type						
Claim#	5444	PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$15.70
Invoice	2704367					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$23.55
Invoice	2704368					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$1,308.00
Invoice	2704367					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$891.00
Invoice	2704368					

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March 2020

Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$2,238.25
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Claim Type

Claim#	5459	ROYAL SUPPLY			
Cash Payment	E 101-41940-210	Operating Supplies	SUPPLIES		\$192.40
Invoice	27687				
Cash Payment	E 101-42110-217	Other Operating Supplies	SUPPLIES		\$96.20
Invoice	27687				
Cash Payment	E 101-43100-217	Other Operating Supplies	SUPPLIES		\$48.10
Invoice	27687				
Cash Payment	E 101-45200-217	Other Operating Supplies	SUPPLIES		\$48.10
Invoice	27687				
Cash Payment	E 601-49440-217	Other Operating Supplies	SUPPLIES		\$48.10
Invoice	27687				
Cash Payment	E 602-49490-217	Other Operating Supplies	SUPPLIES		\$48.10
Invoice	27687				

Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$481.00
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Claim Type

Claim#	5455	SOUTHERN GLAZERS OF MN			
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$7.89
Invoice	1924028				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$1.28
Invoice	1924027				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$31.47
Invoice	1924026				
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR		\$3,146.15
Invoice	1924026				
Cash Payment	E 609-49751-253	Wine For Resale	WINE		\$274.00
Invoice	1924028				

Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$3,460.79
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Claim Type

Claim#	5480	ST. FRANCIS AREA SCHOOLS			
Cash Payment	E 101-41400-441	Miscellaneous	WINTER NEWSLETTER		\$144.00
Invoice	107118				

Transaction Date	2/26/2020	Due 2/26/2020	CASH	10100	Total	\$144.00
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Claim Type

Claim#	5461	SUN LIFE FINANCIAL			
Cash Payment	E 101-41400-130	Employer Paid Insurance	MARCH INSURANCE		\$293.24
Invoice	.032020				
Cash Payment	E 101-41500-130	Employer Paid Insurance	MARCH INSURANCE		\$150.69
Invoice	.032020				
Cash Payment	E 101-41910-130	Employer Paid Insurance	MARCH INSURANCE		\$82.97
Invoice	.032020				
Cash Payment	E 101-42110-130	Employer Paid Insurance	MARCH INSURANCE		\$971.30
Invoice	.032020				
Cash Payment	E 101-42210-130	Employer Paid Insurance	MARCH INSURANCE		\$74.21
Invoice			Project 0		
Cash Payment	E 101-42400-130	Employer Paid Insurance	MARCH INSURANCE		\$77.60
Invoice	.032020				
Cash Payment	E 101-43100-130	Employer Paid Insurance	MARCH INSURANCE		\$147.98
Invoice	.032020				
Cash Payment	E 101-43210-130	Employer Paid Insurance	MARCH INSURANCE		\$32.88
Invoice	.032020				

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March 2020

Cash Payment	E 101-45200-130 Employer Paid Insurance	MARCH INSURANCE				\$147.98
Invoice	.032020					
Cash Payment	E 601-49440-130 Employer Paid Insurance	MARCH INSURANCE				\$133.14
Invoice	.032020					
Cash Payment	E 602-49490-130 Employer Paid Insurance	MARCH INSURANCE				\$133.14
Invoice	.032020					
Cash Payment	E 609-49750-130 Employer Paid Insurance	MARCH INSURANCE				\$145.19
Invoice	.032020					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$2,390.32

Claim Type

Claim#	5458	SYNOVIA SOLUTIONS				
Cash Payment	E 101-43100-311 Contract	LEASE ON GPS				\$45.80
Invoice	128009					
Cash Payment	E 101-45200-311 Contract	LEASE ON GPS				\$45.80
Invoice	128009					
Cash Payment	E 601-49440-311 Contract	LEASE ON GPS				\$45.80
Invoice	128009					
Cash Payment	E 602-49490-311 Contract	LEASE ON GPS				\$45.79
Invoice	128009					
Transaction Date	2/19/2020	Due 2/19/2020	CASH	10100	Total	\$183.19

Claim Type

Claim#	5470	VINOCOPIA, INC.				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$7.50
Invoice	0251365-IN					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$175.25
Invoice	0251365-IN					
Transaction Date	2/20/2020	Due 2/20/2020	CASH	10100	Total	\$182.75

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$60,144.07
Total	\$60,144.07

MEMORANDUM

Hoisington Koegler Group Inc.



To: St. Francis City Council
From: Hoisington Koegler Group Inc. Project Team (Beth Richmond)
Subject: Comprehensive Plan Draft Revisions
Date: March 2, 2020

OVERVIEW

The St. Francis 2040 Comprehensive Plan update has successfully passed through the Metropolitan Council review process. The 2040 Comprehensive Plan was completed in Draft form and submitted to the Metropolitan Council in May 2019. During the course of the Metropolitan Council's review a number of technical edits were made in order to satisfy requirements from Metropolitan Council Staff. These edits were discussed at a City Council meeting on October 7, 2019. Metropolitan Council Staff deemed the draft 2040 Plan complete for Council review on October 28, 2019 and on January 8, 2020 the Metropolitan Council found the plan to be consistent with regional policy and authorized the City of St. Francis to adopt and enact the 2040 Comprehensive Plan. No additional changes to the 2040 Comprehensive Plan were required as part of the Metropolitan Council's decision.

The 2040 Comprehensive Plan is available for review on the City's website. A draft resolution for adoption of the 2040 Comprehensive Plan is attached for your consideration.

State Statute 473.865 requires any official controls in conflict with the updated Comprehensive Plan to be brought into conformance within nine months of Plan adoption. Following approval of the 2040 Comprehensive Plan, Staff will begin reviewing zoning and subdivision ordinances to determine where conflicts with the Comprehensive Plan exist so that amendments can be made to bring the City Code into conformance with the Plan. This action will be completed by the end of 2020.

ATTACHMENTS

Metropolitan Council Letter
Draft Resolution 2020-12 Adopting St. Francis 2040 Comprehensive Plan

January 9, 2020

Beth Richmond, City Planner
HKGI - City of St. Francis
1213 North 3rd Street
Minneapolis, MN 55401

RE: City of St. Francis 2040 Comprehensive Plan – Notice of Council Action
Metropolitan Council Review File No. 22287-1
Metropolitan Council District 9, Raymond Zeran

Dear Ms. Richmond:

The Metropolitan Council reviewed the City of St. Francis Comprehensive Plan (Plan) at its meeting on January 8, 2020. The Council based its review on the staff's report and analysis (attached).

The Council found that the City's 2040 Plan meets all Metropolitan Land Planning Act requirements; conforms to the regional system plans including transportation, aviation, water resources management, and parks; is consistent with *Thrive MSP 2040*; and is compatible with the plans of adjacent jurisdictions.

In addition to the Advisory Comments and Review Record, the Council adopted the following recommendations.

1. Authorize the City of St. Francis to put its 2040 Comprehensive Plan into effect.
2. Revise the City's sewer-serviced forecasts upward as shown in Table 2 of the attached Review Record
3. Revise the Affordable Housing Need Allocation to 213 units.
4. Advise the City to implement the advisory comments noted in the Review Record for Wastewater, Surface Water Management, Forecasts, Land Use, and Water Supply.
5. Approve the City of St. Francis's Comprehensive Sewer Plan.

Please consult the attached staff report for important information about the City's next steps. Of particular importance are the Council's actions, listed on page 1, general Advisory Comments listed on page 3, and the specific comments for technical review areas, which are found in the body of the report. The final copy of the Plan needs to include all supplemental information/changes made during the review.

Beth Richmond, City Planner
January 9, 2020
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Congratulations on completing this important project. It was a pleasure to work with the City's staff and consultants throughout the review process.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela R. Torres". The signature is fluid and cursive, with the first name "Angela" being more prominent than the last name "Torres".

Angela R. Torres, AICP, Manager
Local Planning Assistance

Attachment

cc: Tod Sherman, Development Reviews Coordinator, MnDOT Metro Division
 Dan Petrik, Minnesota Department of Natural Resources
 Reva Chamblis, Metropolitan Council District 2
 Eric Wojchik, Sector Representative/Principal Reviewer
 Raya Esmaeili, Reviews Coordinator

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

RESOLUTION 2020-12

**A RESOLUTION AUTHORIZING ADOPTION OF THE ST. FRANCIS 2040
COMPREHENSIVE PLAN AS REQUIRED BY MINNESOTA STATE LAW
(METROPOLITAN LAND PLANNING ACT)**

WHEREAS, Minnesota Statutes section 473.864 requires each local governmental unit to review and, if necessary, amend its entire comprehensive plan and its fiscal devices and official controls at least once every ten years to ensure its comprehensive plan conforms to metropolitan system plans and ensure its fiscal devices and official controls do not conflict with the comprehensive plan or permit activities that conflict with metropolitan system plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their “decennial” reviews by December 31, 2018; and

WHEREAS, the City Council, Planning Commission, and City Staff prepared a 2040 Comprehensive Plan intended to guide the future growth and development of the City of St. Francis in a manner that conforms with metropolitan system plans and complies with the Metropolitan Land Planning Act and other applicable planning statutes; and

WHEREAS, the St. Francis 2040 Comprehensive Plan reflects the planning process conducted between 2017 and 2019 involving elected officials, appointed officials, the public at large, and other stakeholders; and

WHEREAS, pursuant to Minnesota Statutes section 473.858, the proposed Comprehensive Plan was submitted to adjacent governmental units and affected special districts and school districts for review and comment on July 9, 2018, and the statutory six-month review and comment period has elapsed; and

WHEREAS, the Planning Commission has considered the proposed Comprehensive Plan and all public comments, and thereafter submitted its recommendations to this Council; and

WHEREAS, the Planning Commission conducted a public hearing on February 20, 2019 relative to the adoption of the proposed Comprehensive Plan; and

WHEREAS, the City Council reviewed the proposed Comprehensive Plan and those recommendations, public comments, and comments from adjacent jurisdictions and affected districts; and

WHEREAS, the City Council of the City of St. Francis approved Resolution No. 2019-07 authorizing the proposed 2040 Comprehensive Plan, including the Comprehensive Sewer Plan, to be submitted to the Metropolitan Council for review; and

WHEREAS, at its regular meeting on January 8, 2020, the Metropolitan Council completed its review of the proposed 2040 Comprehensive Plan and the Comprehensive Sewer Plan and found that the Plan meets the requirements of the Metropolitan Land Planning Act; conforms to the metropolitan system plans for transportation (including aviation), water resources, and parks; is consistent with Thrive MSP 2040; and is compatible with the plans of adjacent jurisdictions and affected special districts and school districts; and

WHEREAS, the 2040 proposed Comprehensive Plan includes all revisions made during the review process and acknowledges additional advisory comments that are part of the Metropolitan Council's actions authorizing the City of St. Francis to place its proposed 2040 Comprehensive Plan into effect; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Francis 2040 Comprehensive Plan is adopted and is effective as of the date of this resolution.

BE IT FURTHER RESOLVED that, pursuant to section s473.864 and 473.865 of the Metropolitan Land Planning Act, the City of St. Francis will: (1) review its fiscal devices and official controls; (2) if necessary, amend its fiscal devices and controls to ensure they do not conflict with the 2040 Comprehensive Plan or permit activity in conflict with metropolitan system plans; and (3) submit amendments to fiscal devices or official controls to the Metropolitan Council for "information purposes."

Adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated

City of St. Francis City Council Agenda Item
Executive Summary

Title of Item: **FINAL PLAT: Turtle Ponds 4th Addition:** A resolution to approve the final plat and final plan for the 4th Addition of the Turtle Run Planned Unit Development.

Meeting Date: 3-2-20

Staff Reporting: Beth Richmond, City Planner

Summary: Staff, Engineering, and Legal have reviewed the final plat/plan application for the 4th Addition of the Turtle Ponds subdivision, located within the Turtle Run Planned Unit Development and find the documents to be complete, substantially conforming to the approved PUD Development Plan, and ready for approval.

Key items of note include:

- The applicant is requesting final approval for thirteen detached townhome lots along 229th Ave NW.
- Outlot B has been extended to the northern property boundary to provide the opportunity for future street connection, if needed.
- Anoka County has reviewed the plans and has provided comments (attached). No changes are required.
- A draft developer's agreement (to be provided by the City Attorney) for the 4th Addition has been created for Council's review.
- Proposed conditions of final plat approval are listed in the draft resolution provided for Council review and approval.

Recommendations: Staff recommends approval of the final plat and final plans for the 4th Addition of the Turtle Ponds subdivision via the following motion:

“Move to adopt Resolution 2020-13 approving the final plat and final plans for the 4th Addition of the Turtle Ponds subdivision within the Turtle Run Planned Unit Development.”

List of Attachments: A) Draft Resolution
B) Engineering Memo dated February 17, 2020
C) Anoka County Highway Department Memo dated January 31, 2020
D) Final Plat and Plans
E) Draft Developers Agreement

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

RESOLUTION 2020-13

**A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PLANS FOR THE 4th
ADDITION OF THE TURTLE RUN SUBDIVISION IN THE TURTLE RUN PLANNED
UNIT DEVELOPMENT**

WHEREAS, the applicant, Marc Schulte, on behalf of Dave Schulte, has requested final plat approval for property legally described as Outlot D of the Turtle Ponds subdivision; and

WHEREAS, the PUD Development Plan and preliminary plat were approved by the City Council on October 7, 2019; and

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

WHEREAS, the St. Francis 2040 Comprehensive Plan was adopted on March 2, 2020 by the City Council of the City of St. Francis; and

WHEREAS, the final plat and final plans are in conformance with the 2040 Comprehensive Plan; and

WHEREAS, the City Council of the City of St. Francis on March 2, 2020, considered the final plat and final plan documentation.

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

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

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

1. All technical changes or modifications required by the City Engineer in the memo dated February 17, 2020 shall be addressed to the satisfaction of the City Engineer prior to recording of the final plat.

2. Applicant shall adhere to the requirements listed in the Anoka County Highway Department letter dated January 31, 2020.
3. The applicant shall provide legal proof of ownership of the property.
4. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for individual lots.
5. The applicant shall be responsible for all costs associated with the final plat application.
6. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
7. The applicant shall record the final plat with the County Recorder within 30 days after the plat is approved. The applicant shall provide the City with a signed copy verifying County recording within forty (40) days of the date the plat of approval or the approval shall be null and void.
8. Proof of preliminary plat submittal to the Anoka County Highway Department shall be filed with the County Recorder of Deeds along with the final plat. City Staff shall provide proof of submittal to the applicant.

Approved and adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated



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

Review No.2

Submitted to: Beth Richmond, Planner

cc: Joe Kohlmann, City Administrator
Kate Thunstrom, Community Development Director

Reviewed by: Craig Jochum, City Engineer
Shane Nelson, Assistant City Engineer

Date: February 17, 2020

Proposed Plat Name: Turtle Ponds 4th Addition

Property Description: Outlot D – TURTLE PONDS

Applicant: Turtle Moon, Inc.

Owners of Record: Denali Investments LLC

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

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

INFORMATION AVAILABLE

Stormwater Management Plan, dated 5/1/19, prepared by Carlson McCain

Site Development Plans, dated 5/1/19, prepared by Carlson McCain

Preliminary Plat, dated 5/1/19, prepared by Carlson McCain

Preliminary Stormwater Management Plan, 5/1/2020, prepared by Carlson McCain

Grading, Development & Erosion Control Plans, dated 1/20/2020, prepared by Carlson McCain

Sanitary Sewer, Watermain, Storm Sewer and Street Construction Plans, 1/20/2020, prepared by Carlson McCain

Final Plat, not dated, prepared by Carlson McCain

Soil Boring Logs, 1/14/2020, prepared by Haugo Geotechnical Services

GENERAL COMMENTS

1. A geotechnical exploration report is required. Report shall include groundwater depth, soil types, infiltration rates and pavement recommendations. Please provide for review when available.
2. Prior to construction, a MPCA sanitary sewer extension permit, a Minnesota Department of Health watermain extension permit and a MPCA Construction Stormwater General Permit will have to be obtained.

EXISTING CONDITIONS

1. Verify where the stormwater drains in the ditch on the north side of 229th Avenue, west of Arrowhead Street. Provide spot elevations in the ditch.

STREET PLAN

1. It appears that a cross gutter is needed at the new intersection of Street A and Arrowhead Street NW. Please add or provide more information to depict a minimum 1% slope across the intersection.

SANITARY SEWER AND WATERAIN PLAN

1. At hydrants, tracer wire shall be terminated with a Cobra Hydrant Flange Access Point (color red) by Copperhead Wire or approved equal. Provide detail or note.

GRADING AND EROSION CONTROL

1. Clearly depict existing / proposed elevations in 229th Avenue NW ditch, south of the site to ensure that filling to the 918.5 elevation will not create a drainage issue.
2. Please revise the "Gravel Construction Entrance" to a "Rock Construction Entrance" in accordance with City of St Francis Standard Detail 3-502.

STORMWATER MANAGEMENT PLAN

1. Provide final Stormwater Calculations.

SUMMARY AND/OR RECOMMENDAITON

We recommend approval subject to the comments herein being addressed.



Anoka County

TRANSPORTATION DIVISION

Highway

January 31, 2020

Beth Richmond
City of St. Francis
23340 Cree St. NW
St. Francis, MN 55070

Re: Preliminary Plat - Turtle Ponds 4th Addition

We have reviewed the preliminary plat for Turtle Ponds 4th Addition, to be located north of CSAH 24 (229th Avenue NW) and west of Arrowhead Street NW within the City of St. Francis, and I offer the following comments:

The existing right of way adjacent to CSAH 24 is 60 feet of right of way north of centerline, which is consistent with county standards and no addition right of way will be required at this time. The plat proposes no new access points onto CSAH 24, which is consistent with County standards and acceptable to this department. Since no access points will be permitted to CSAH 24 for this plat, the right of access should be dedicated to Anoka County. If the City has concerns regarding right turn movements from CSAH 24 to Arrowhead Street NW, we would be supportive of a westbound CSAH 24 right turn lane being constructed in conjunction with the development. Please note that no plantings or private signs are permitted within the county right of way, and care should be exercised when locating private signs, plantings, berms, etc. outside of the county right of way, so as not to create any additional sight obstructions for this section of CSAH 24.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CSAH 24 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer should assess the noise situation for this development as it is proposed to be located directly adjacent to CSAH 24, and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable.

The ACHD Engineering Plan Review process will apply to this site. Calculations must be submitted along with grading and erosion control plan that delineates the drainage areas for this development. The post-developed rate of runoff shall not exceed the pre-developed rate runoff for the 10-year critical design storm. Contact Michelle Pritchard, Engineer I via phone at 763.324.3162 or via email at Michelle.Pritchard@co.anoka.mn.us for further information and to coordinate the ACHD Engineering Plan Review process. Please submit the drainage calculations, grading and erosion control plans, right turn lane construction plans (as applicable), ACHD Design Requirements Checklist for County Highway Modifications (copy

Our Passion Is Your Safe Way Home

1440 Burlington Lake Boulevard N.W. ▲ Andover, MN 55304-4005
Office: 763-324-3100 ▲ Fax: 763-324-3020 ▲ www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer

available via our website), and the applicable ACHD Engineering Plan Review fee (estimated at \$150.00 - \$250.00) to Ms. Pritchard for her review and approval.

Following completion of the ACHD Engineering Plan Review Process outlined above, the ACHD Permit process can begin by the contractor(s) completing work within the county right of way prior to the commencement of any construction (permit fee = \$150.00). License permit bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact Susan Burgmeier at 763.324.3142 or email Susan.Burgmeier@co.anoka.mn.us for further information regarding the permit process.

Thank you for the opportunity to comment. Feel free to contact me if you have any questions regarding this review.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jane Rose", with a stylized flourish at the end.

Jane Rose
Traffic Engineering Manager

xc: CSAH 24/Plats + Developments/2020
Michelle Pritchard, Engineer I
Chuck Giltzen, County Surveyor
Jerry Auge, Assistant Anoka County Engineer
Sean Thiel, Graduate Engineer
Susan Burgmeier, Traffic Engineer Tech

TURTLE PONDS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 33, TWP. 34, RGE. 24

KNOW ALL PERSONS BY THESE PRESENTS, That David Investments, LLC, a Minnesota limited liability company, owner of the following described property:
OUTLOT B, TURTLE PONDS, ANOKA COUNTY, MINNESOTA
Has caused the same to be surveyed and platted as TURTLE PONDS 4TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said David Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

David Investments, LLC

David G. Schultz, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by David G. Schultz, President of David Investments, LLC, a Minnesota limited liability company, on behalf of the company.

_____, (Signed)
_____, (Printed)
Notary Public,
My commission expires _____.

I, Thomas R. Bifulf, do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the survey as made, that all metes-and-bounds calls and bearings are correctly depicted on this plat, that all monuments depicted on this plat have been, or will be correctly set within one year, that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 370.02, Subd. 3, as of the date of this certificate are shown and located on this plat, and all public ways are shown and located on this plat.

Dated this _____ day of _____, 20____.

Thomas R. Bifulf, Licensed Land Surveyor
Minnesota License No. 46351

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Bifulf.

_____, (Signed)
_____, (Printed)
Notary Public,
My commission expires _____.

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of TURTLE PONDS 4TH ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held on the _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 355.03, Subd. 2.

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

By _____, Mayor

By _____, Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 355.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By _____
Charles E. Olson
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 355.021, Subd. 2, fees payable in the year 20____, on the kind of transaction described have been paid. Also, pursuant to Minnesota Statutes, Section 370.02, there are no delinquent taxes and transfer entered in a _____ day of _____, 20____.

Property Tax Administrator
By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

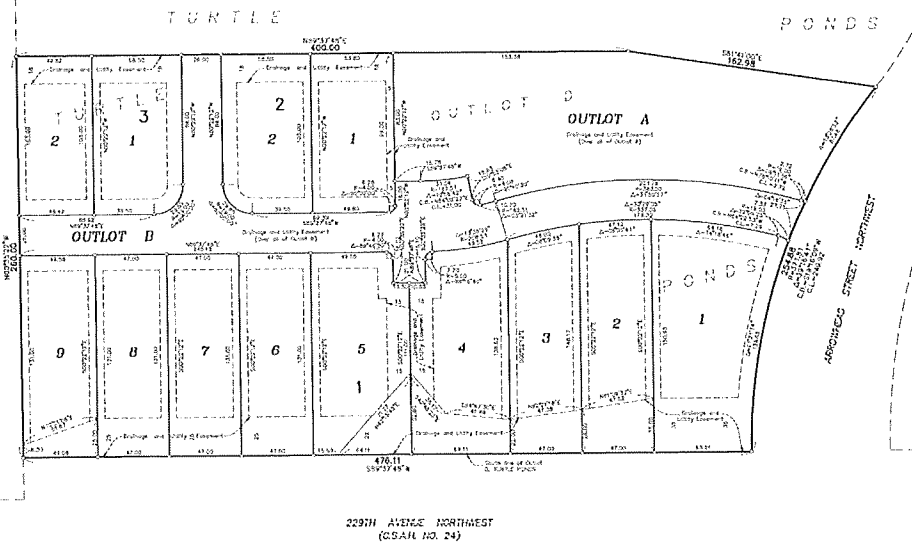
I hereby certify that this plat of TURTLE PONDS 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles
By _____, Deputy

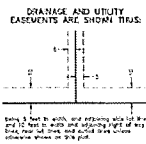
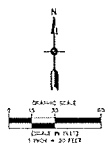
TURTLE PONDS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 33, TWP. 34, RGE. 24

SECTION 33
SW 1/4
TOWNSHIP 34
OF THE
SE 1/4
RANGE 24



TURTLE
RIDGE
TOWNHOMES



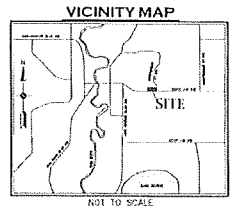
For the purpose of this plat, the South line of Outlot C, TURTLE PONDS is assumed to have a bearing of South 89 degrees 37 minutes 48 seconds West.

© Certified 3/18 and by 14 inch index marked with Bureau Number 42051

Carlson McCain
ENGINEERING SURVEYING

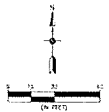
TURTLE PONDS 4TH ADDITION

SANITARY SEWER, WATERMAIN, STORM SEWER
AND STREET CONSTRUCTION PLANS
ST. FRANCIS, MINNESOTA



SHEET INDEX

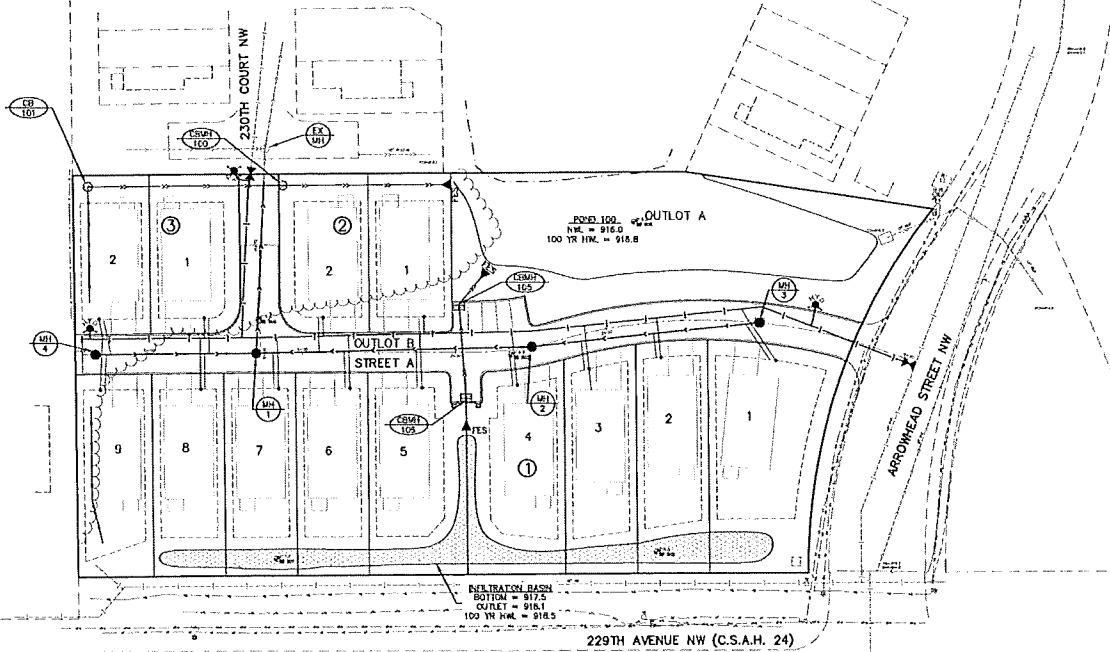
1. COVER
2. SANITARY SEWER PLANS
3. STORM SEWER PLANS
4. STREET PLANS
- 5-7. DETAILS



BENCHMARKS
Top of 4" x 6" concrete curb at 229th Avenue NW, Station 1+00.00, Elevation = 918.00 ft.
Top of 4" x 6" concrete curb at 229th Avenue NW, Station 1+50.00, Elevation = 918.00 ft.
Top of 4" x 6" concrete curb at 229th Avenue NW, Station 2+00.00, Elevation = 918.00 ft.



The following utility information shown on this plan is utility Survey Level 2. The utility lines are shown according to the best available information. The utility lines are shown according to the best available information. The utility lines are shown according to the best available information.



Carlson
McCain

3930 Pinehurst Drive NW, Suite 100
St. Francis, MN 55075
Phone: (763) 333-3300
Fax: (763) 333-3301
www.carlsonmccain.com

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

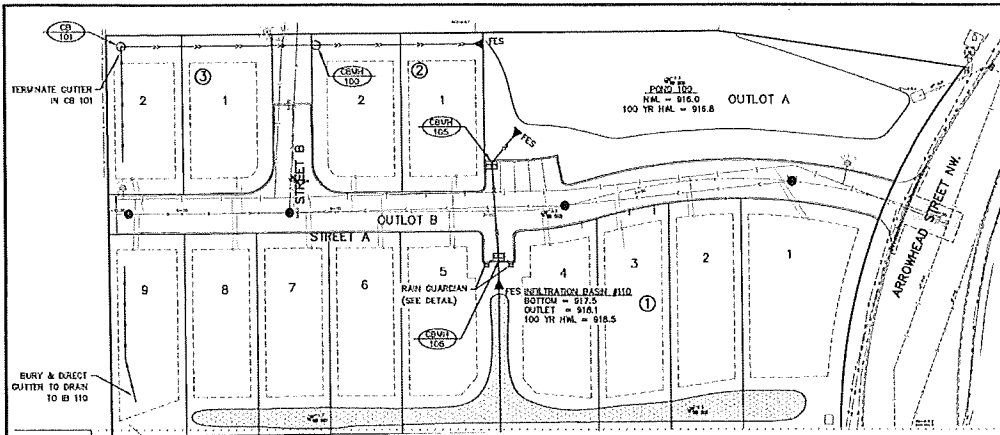
Print Name: John J. Heston, P.E.
Signature: John J. Heston
Date: 01/05/2011 License # 00001 Exp. 12/31/2012

Project: Turtle Ponds 4th Addition
Sheet: COVER of 7

DENALI INVESTMENTS, LLC
1433 Bunker Lane
The Village, FL 32162

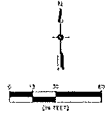
TURTLE PONDS 4TH ADDITION
St. Francis, Minnesota

COVER
1 of 7

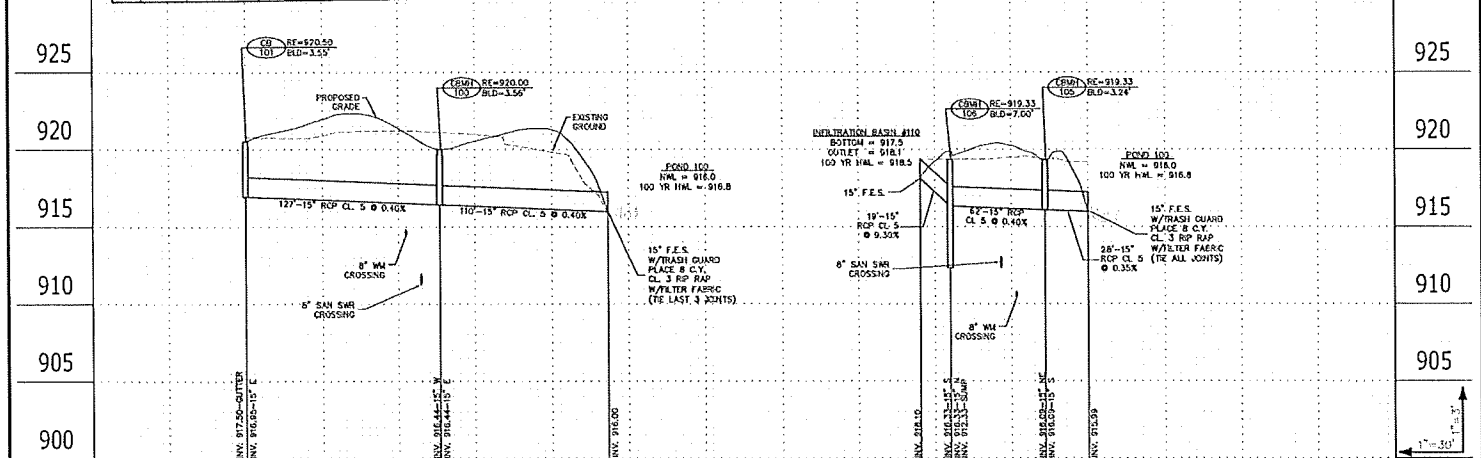


STORM SEWER SCHEDULE			
TYPE & No.	SIZE	MANHOLE CASTING or EQUAL	
CBM-1-100	48" DIA	R-3250-1	
CBM-1-105	48" DIA	R-3250-1	
CB-101	27" DIA	R-2561-A	
CBM-1-105	48" DIA	R-7561-A	

GENERAL NOTES
1. INSTALL SEDIMENT CONTROL BARRIERS INSIDE OF ALL CATCH BASINS (SEE DETAIL).



BENCHMARKS	
1. The top of the benchmark is at the intersection of the street and the property line.	
2. The top of the benchmark is at the intersection of the street and the property line.	
3. The top of the benchmark is at the intersection of the street and the property line.	
4. The top of the benchmark is at the intersection of the street and the property line.	



Carlson
McCaig

3300 Blumfield Ridge Drive NW, Suite 100
Atlanta, GA 30328
Phone: (404) 486-1000
Fax: (404) 486-1001
www.carlsonmccaig.com

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

John J. Knight
Professional Engineer
No. 30002, State of Georgia

Stamp: L.S.E.
Professional Engineer
No. 30002, State of Georgia

DENALI INVESTMENTS, LLC
1433 Bunker Lane
The Villages, FL 32162

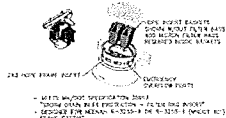
TURTLE PONDS 4TH ADDITION
St. Francis, Minnesota

STORM SEWER

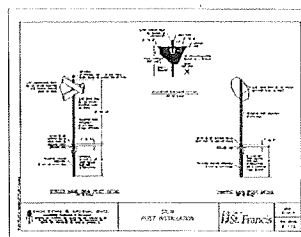
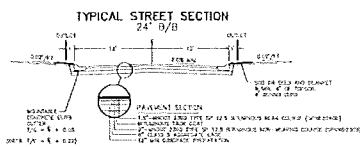
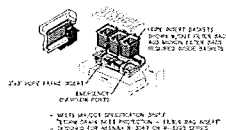
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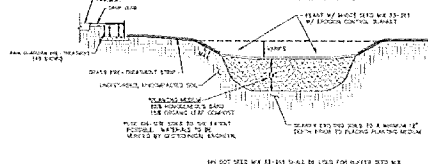
INFRASAFE - 27" DEBRIS COLLECTION DEVICE AS MANUFACTURED BY BOMI INTERNATIONAL, MINNESOTA



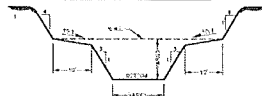
INFRASAFE - 2'x3' DEBRIS COLLECTION DEVICE AS MANUFACTURED BY BOMI INTERNATIONAL, MINNESOTA



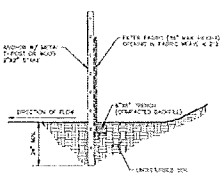
INFILTRATION BASIN



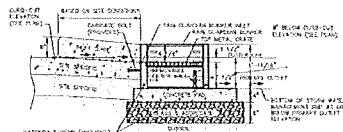
TYPICAL POND SECTION



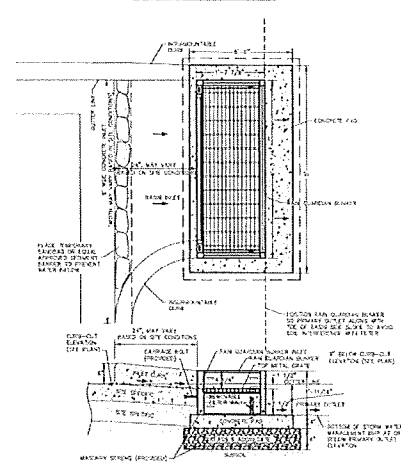
SILT FENCE



1. SEE A TYPICAL SECTION ALONG THE INFILTRATION BASIN LINE.
2. SEE A TYPICAL SECTION ALONG THE INFILTRATION BASIN LINE.
3. SEE A TYPICAL SECTION ALONG THE INFILTRATION BASIN LINE.
4. SEE A TYPICAL SECTION ALONG THE INFILTRATION BASIN LINE.
5. SEE A TYPICAL SECTION ALONG THE INFILTRATION BASIN LINE.
6. SEE A TYPICAL SECTION ALONG THE INFILTRATION BASIN LINE.



RAIN GUARDIAN DETAIL



**DEVELOPMENT AGREEMENT
TURTLE PONDS 4TH ADDITION**

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

WITNESSETH:

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

WHEREAS, the City approved thirteen (13) additional lots in this fourth addition; 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, the Developer desires that after it completes the construction, the City will accept and maintain said water and sewer 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 TURTLE PONDS 4TH ADDITION and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

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

2. **Conditions of Plat Approval.** The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the _____, 2020, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plans, final grading and storm water plans. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval telephone, electric and gas utility lines are to be placed underground in accordance with applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all intersections at Developer's expense; the Developer shall comply with the Agreement and Waiver Regarding Pre-Approval Grading of Plat known as Turtle Ponds; all 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 Turtle Ponds Planned Unit Development in two or more phases. The City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. The plat shall be developed according to plans submitted to and approved by the City. The plans shall not be attached to this Agreement. With the exception of Plan A, the plans may be revised, subject to reasonable City approval, after entering the Agreement, but before commencement of any work in the plat. The erosion control plan must also be approved by the City Engineer. If the plans vary from the written terms of this Agreement, the written terms shall control.

The plans are:

Plan A: Plat/Staging Plan

Plan B: Grading Plan
House Pad Locations and Elevations

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

Plan D: Soil Erosion Control Plan and Schedule

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

- A. Site Grading and Ponding and all temporary and permanent erosion control measures
- B. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk
- L. Underground Utilities

- M. Landscaping
- N. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 24 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 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 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.

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	\$ 50,000.00
----------------	--------------

Water Main	\$ 59,000.00
Storm Sewer	\$ 21,100.00
Streets	\$ 49,100.00
Erosion Control	\$ 13,000.00
CONSTRUCTION TOTAL	\$192,200.00
150% of Construction Total	\$288,300.00

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. The Developer may apply to the City Council of the City for a reduction of the security once per month commencing 30 days after the permit for the Sanitary Sewer is issued. The City Council shall respond to this request within 30 days of receipt of the Application for Reduction of Security. Upon receipt of proof satisfactory to the City that work has been completed to the quality as required by the City, and that the Developer has taken all steps necessary to ensure that no liens will attach to the plat, and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time up to ninety percent (90%) of the financial obligations that have been satisfied, as determined by the City in its sole discretion. 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. 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 24 Escrow (Engineering, City Administration, Legal Expenses)	\$20,000.00
plus charges already on record and incurred by the City	
Park Dedication (\$100 x 13)	\$1,300.00
Sanitary Sewer Trunk Line Charge (\$4,150 x 2.99 net acres)	\$12,408.50
Water Trunk Line Charge (\$2,956 x 2.99 net acres)	\$8,838.44

TOTAL CASH REQUIREMENTS
Plus charges already on record and incurred by the City

\$42,546.94

The City will utilize the Section 24 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.

9. 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, 21 and 24 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.

10 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 erosion control measures specified in the Plans shall be binding on the Developer.

11. **Streets and Sidewalks.** A private internal road network shall provide access to each of the proposed lots. The streets within the private road network shall be constructed in accordance with the MnDOT design standards and the approved plans. A concrete curb and gutter shall be constructed on each side of the streets within the Subdivision and the face of the curb shall be at least twelve (12) feet from the center line of the street. The curb design shall be of a type approved by the City.

12. **Sanitary Sewer System.**

- a. **Initial Construction.** The Developer agrees to construct the sanitary sewer system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications. The City Engineer shall make periodic site visits during the work to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections.
- b. **Maintenance of the sanitary sewer system.** 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.

13. **Water System.**

- a. Initial Construction. The Developer agrees to construct the water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer shall make periodic site visits during the work to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections.
- b. Maintenance of the water system 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.

14. **Storm Water Improvements.**

- a. Initial Construction. The Developer agrees to construct the storm water drainage facilities for the project, including the infiltration basins / storm water ponds and stormwater pipes and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.
- b. Warranty. The Developer agrees to warrant the storm water Improvements against defects in labor and materials for a period of two (2) years from the date of completion. During such period, the Developer agrees to repair and replace any storm water Improvements which show signs of failure, normal wear and tear excepted all as determined by the City in its reasonable discretion. If the Developer fails to repair or replace the defective storm water improvements during the warranty period, the City may repair or replace the defective storm water improvements and may use the Letter of Credit, as described below, to reimburse itself for such costs if the repair is made while the Letter of Credit is still posted with the City or charge the Developer for said cost. The Developer agrees to reimburse the City, within 30 days of notice thereof, fully for the costs of the repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit.
- c. Maintenance of the Stormwater Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall complete inspections of the Stormwater Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not

be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the basins, and removal of sediment and/or debris in the basins. The Developer acknowledges that the stormwater improvements associated with this project includes infiltration basins for stormwater treatment and volume control. If, at any time, the infiltrating ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

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

15. **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.

16. **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 September 30, 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, 2021, 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.

17. **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.

18. **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 150% 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.

19. **Park and Trail Dedication and Improvements.** The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. As determined by earlier additions of this development, the public golf course that was created as part of the original PUD is included in the park dedication calculations of this development. Therefore, a reduced park dedication fee is required for new lots. The Developer shall be providing cash to satisfy its park dedication requirement. 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 fifth addition and pay \$100/unit for each lot in the fifth addition. Specifically, for this fifth addition, in addition to the dedication of 0 acres as park, Developer shall pay \$100 x 2 lots or \$200. 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 \$20,000.00 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.

25. 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.

26. **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:

Denali Investments, 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

26. **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.

27. **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

1998925_1

DENALI INVESTMENTS, LLC

Its: _____

[illegible]

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

Notary Public

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

-18-

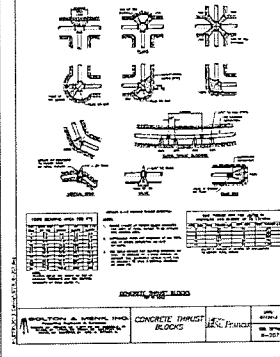
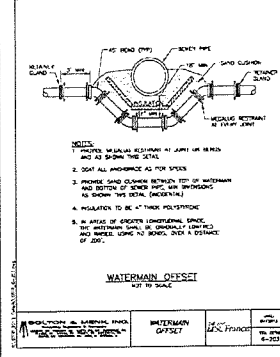
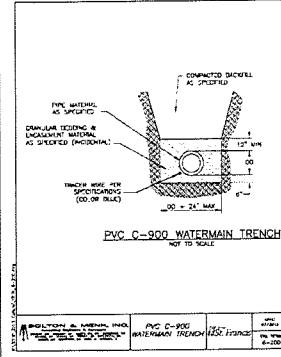
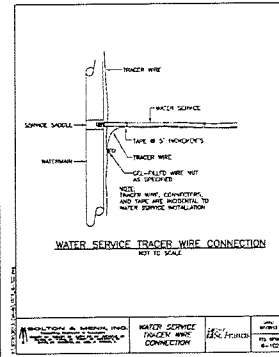
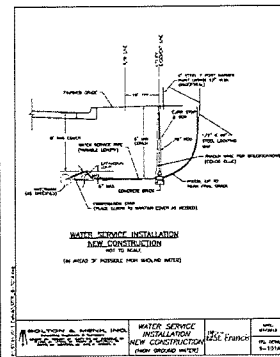
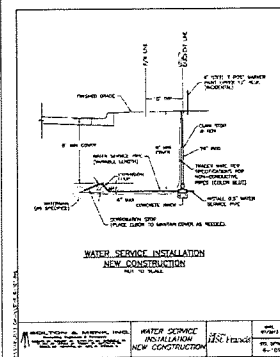
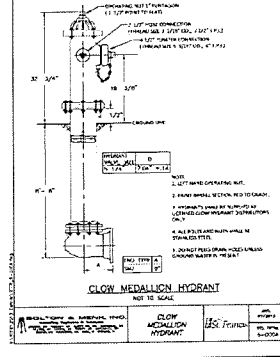
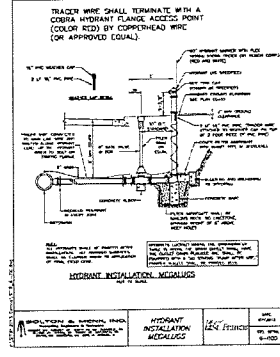
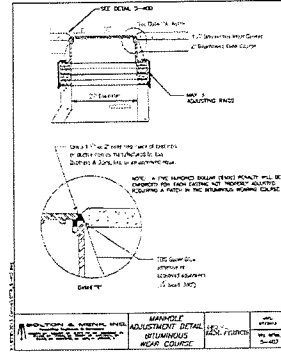
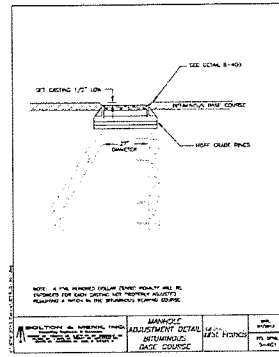
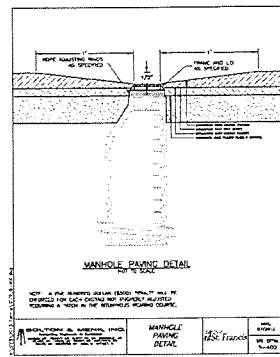
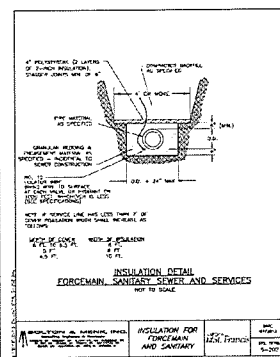
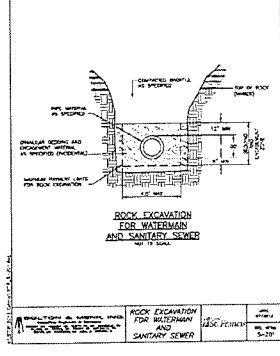
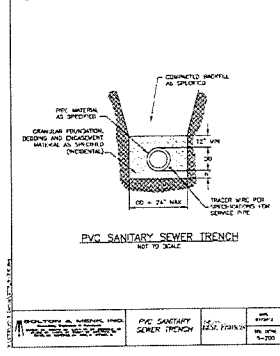
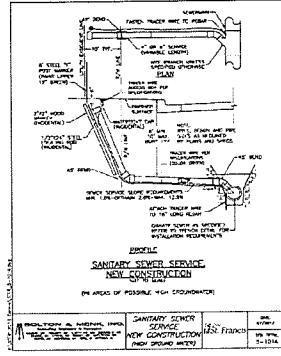
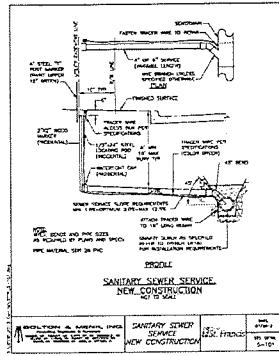
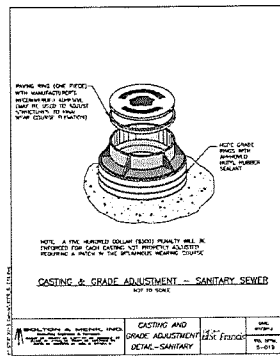
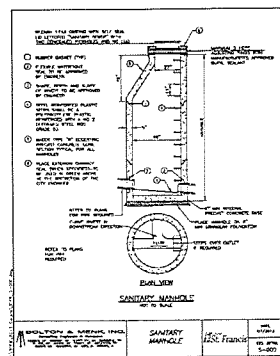
EXHIBIT A
LEGAL DESCRIPTION

Part of Outlot D, Turtle Ponds, Anoka County, Minnesota

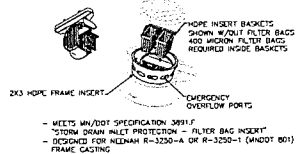
EXHIBIT B

**PLANS AND SPECIFICATIONS
FOR STREETS WITHIN PLAT OF
TURTLE PONDS 4TH ADDITION**

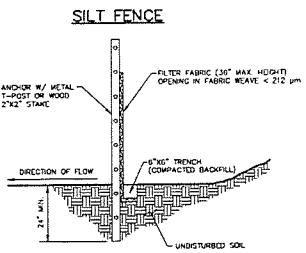
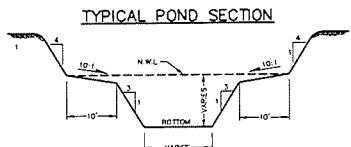
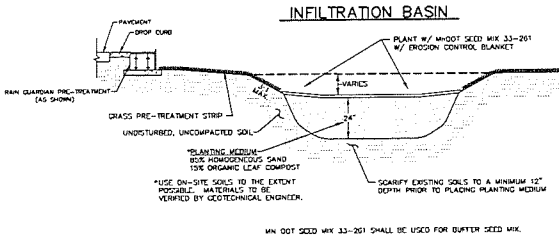
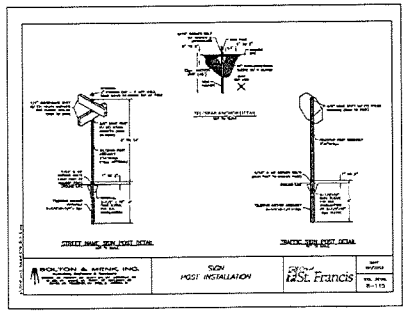
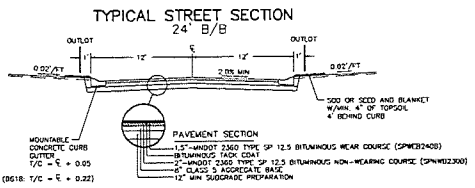
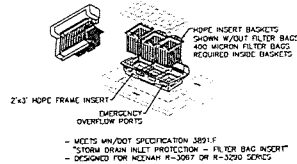




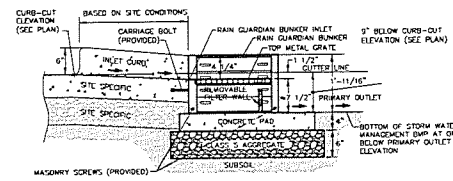
INFRASAFE - 27" DEBRIS COLLECTION DEVICE AS MANUFACTURED BY ROYAL ENVIRONMENTAL SERVICES



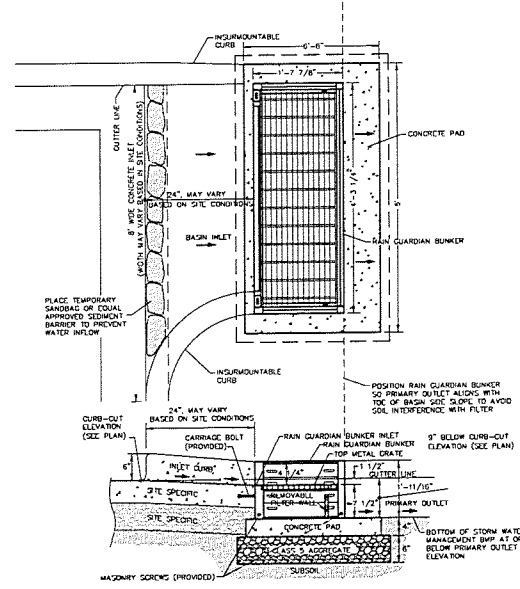
INFRASAFE - 2'x3' DEBRIS COLLECTION DEVICE AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS



- NOTES:
1. DIG A 6"X6" TRENCH ALONG THE INTENSIFIED SILT FENCE LINE.
 2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
 3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
 4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"X6" TRENCH.
 5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
 6. SEE MNDOT SPECIFICATIONS 2573 & 3066.



RAIN GUARDIAN DETAIL



3910 Pleasant Ridge Drive NE, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7929
www.carlsonmccain.com

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

Print Name: Brian J. Krystof, P.E.
Signature: *Brian J. Krystof*
Date: 1/26/20 License #: 23563

Drawn: NIP
Designed: BIK
Date: 1/26/20

REVISIONS:
1.

DENALI INVESTMENTS, LLC
1433 Bunker Lane
The Villages, FL, 32162

TURTLE PONDS 4TH ADDITION
St. Francis, Minnesota

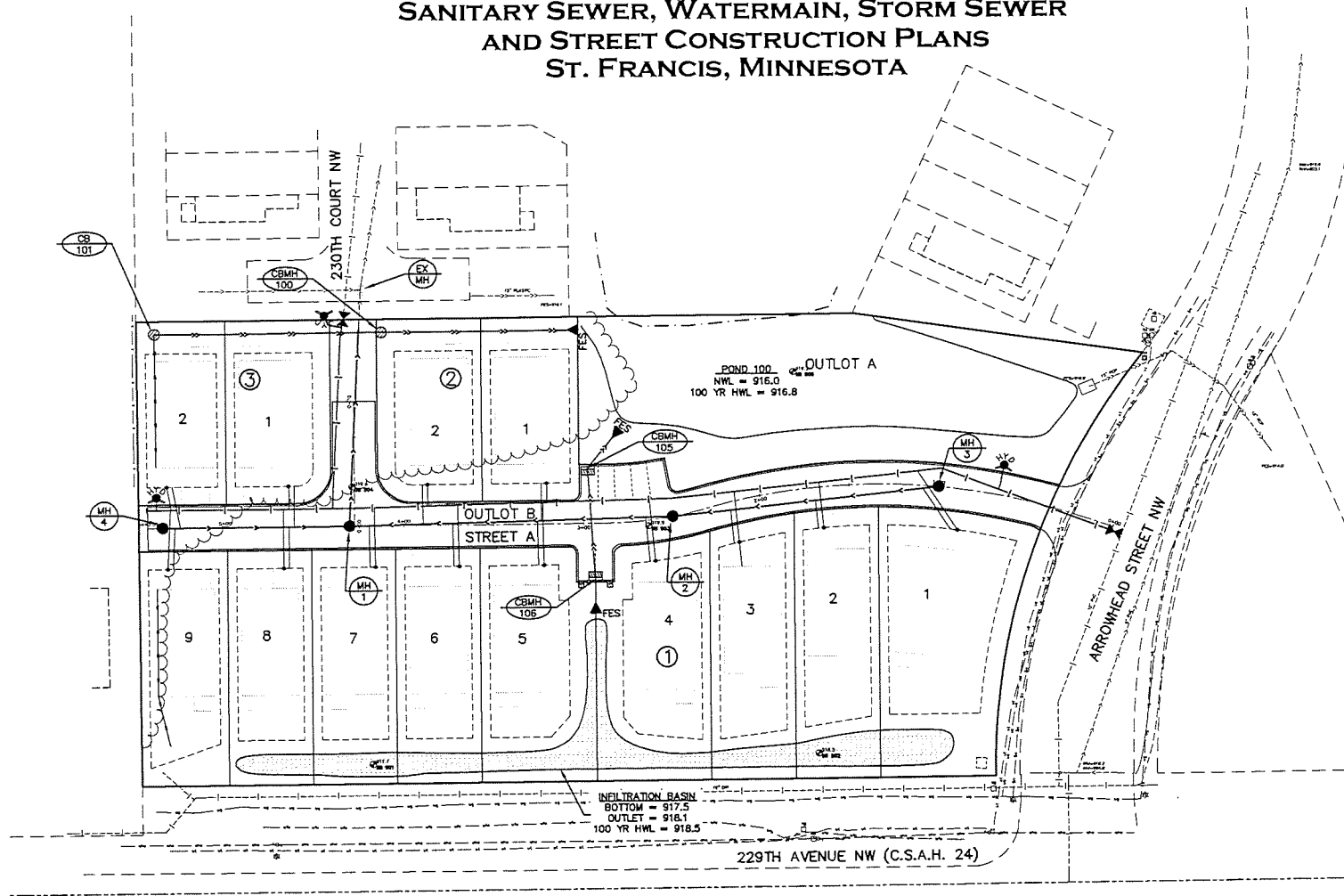
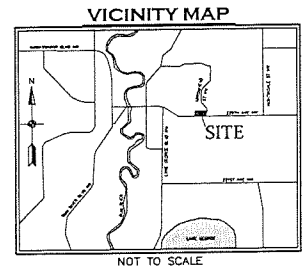
DETAILS

EXHIBIT C

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

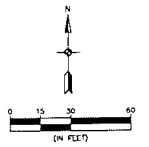
TURTLE PONDS 4TH ADDITION

SANITARY SEWER, WATERMAIN, STORM SEWER
AND STREET CONSTRUCTION PLANS
ST. FRANCIS, MINNESOTA



SHEET INDEX

1. COVER
2. SANITARY SEWER PLANS
3. STORM SEWER PLANS
4. STREET PLANS
- 5-7. DETAILS



BENCHMARKS	
1.	Top nut of hydrant located at the southeast corner of Outlot D, Turtle Ponds. Elevation = 120.00 ft.
2.	Top nut of hydrant located on the north side of 230th Court NW approximately 400 ft. west of the Arrowhead St. NW. Elevation = 122.53 ft.



The subsurface utility information shown on this plan is utility Quality Level 3. This quality level was determined according to the guidelines of O/A522 38-02, entitled "Standard Guidelines for the Collection and Deposition of Existing Subsurface Utility Data."

Carlson McCain

• environmental
• engineering
• surveying

2890 Prescott Ridge Drive NE, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofek, P.E.
Signature: *Brian J. Krystofek*
Date: 3/29/20 License #: 23263

Drawn: JSP
Designed: JSP
Date: 3/29/20

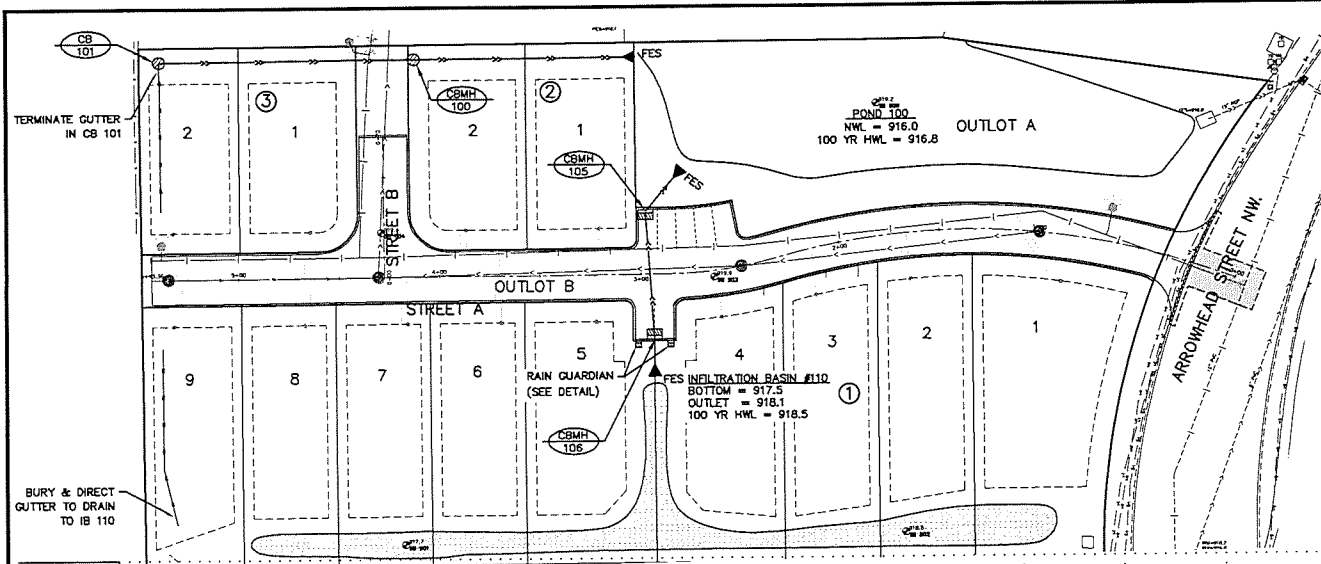
Revisions:

DENALI INVESTMENTS, LLC
1433 Bunker Lane
The Villages, FL, 32162

TURTLE PONDS 4TH ADDITION
St. Francis, Minnesota

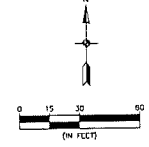
COVER

1 of 7

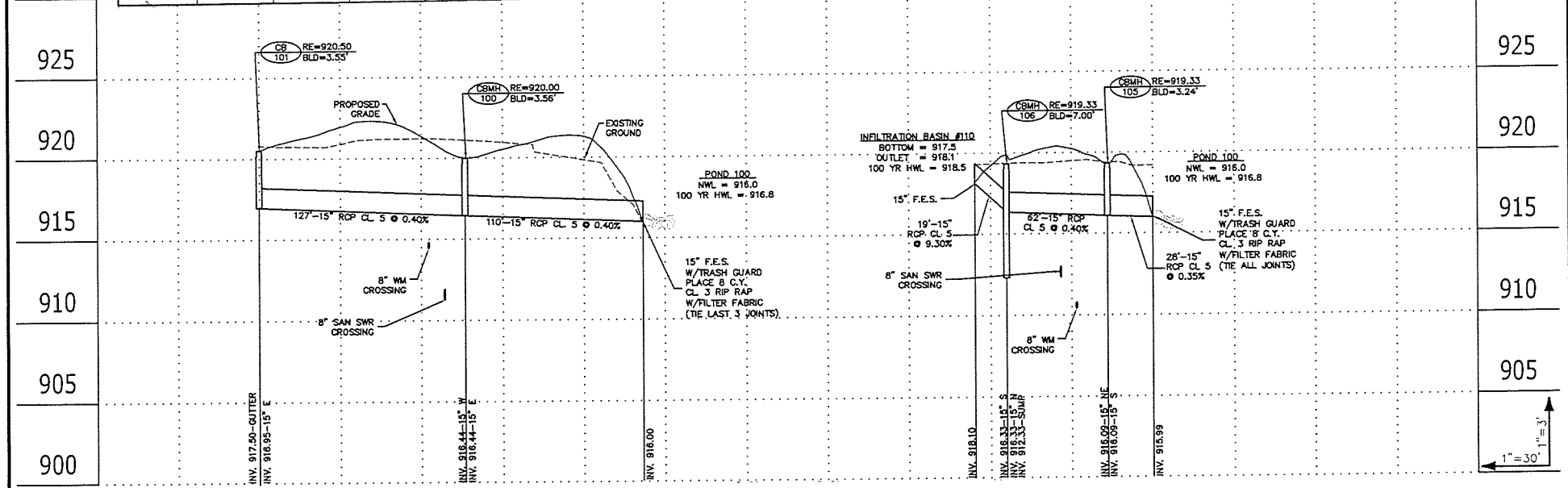


STORM SEWER SCHEDULE		
STRUCTURE	SIZE	NEENAH CASTING OR EQUAL
CBMH-106	48" DIA	R-3250-1
CBMH-105	48" DIA	R-3250-1
CB-101	27" DIA	R-2561-A
CBMH-100	48" DIA	R-2561-A

GENERAL NOTES:
 1. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL).



BENCHMARKS	
1.	Top met of benchmark located at the southeast corner of Outlot 5, TURTLE POND. Elevation = 920.50 ft.
2.	Top met of benchmark located on the south side of 120th Street approximately 400 ft. west of the Arrowhead St. HW. Elevation = 920.53 ft.





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

Review No.2

Submitted to: Beth Richmond, Planner

cc: Joe Kohlmann, City Administrator
Kate Thunstrom, Community Development Director

Reviewed by: Craig Jochum, City Engineer
Shane Nelson, Assistant City Engineer

Date: February 17, 2020

Proposed Plat Name: Turtle Ponds 4th Addition

Property Description: Outlot D – TURTLE PONDS

Applicant: Turtle Moon, Inc.

Owners of Record: Denali Investments LLC

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

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

INFORMATION AVAILABLE

Stormwater Management Plan, dated 5/1/19, prepared by Carlson McCain

Site Development Plans, dated 5/1/19, prepared by Carlson McCain

Preliminary Plat, dated 5/1/19, prepared by Carlson McCain

Preliminary Stormwater Management Plan, 5/1/2020, prepared by Carlson McCain

Grading, Development & Erosion Control Plans, dated 1/20/2020, prepared by Carlson McCain

Sanitary Sewer, Watermain, Storm Sewer and Street Construction Plans, 1/20/2020, prepared by Carlson McCain

Final Plat, not dated, prepared by Carlson McCain

Soil Boring Logs, 1/14/2020, prepared by Haugo Geotechnical Services

GENERAL COMMENTS

1. A geotechnical exploration report is required. Report shall include groundwater depth, soil types, infiltration rates and pavement recommendations. Please provide for review when available.
2. Prior to construction, a MPCA sanitary sewer extension permit, a Minnesota Department of Health watermain extension permit and a MPCA Construction Stormwater General Permit will have to be obtained.

EXISTING CONDITIONS

1. Verify where the stormwater drains in the ditch on the north side of 229th Avenue, west of Arrowhead Street. Provide spot elevations in the ditch.

STREET PLAN

1. It appears that a cross gutter is needed at the new intersection of Street A and Arrowhead Street NW. Please add or provide more information to depict a minimum 1% slope across the intersection.

SANITARY SEWER AND WATERAIN PLAN

1. At hydrants, tracer wire shall be terminated with a Cobra Hydrant Flange Access Point (color red) by Copperhead Wire or approved equal. Provide detail or note.

GRADING AND EROSION CONTROL

1. Clearly depict existing / proposed elevations in 229th Avenue NW ditch, south of the site to ensure that filling to the 918.5 elevation will not create a drainage issue.
2. Please revise the "Gravel Construction Entrance" to a "Rock Construction Entrance" in accordance with City of St Francis Standard Detail 3-502.

STORMWATER MANAGEMENT PLAN

1. Provide final Stormwater Calculations.

SUMMARY AND/OR RECOMMENDAITON

We recommend approval subject to the comments herein being addressed.

TURTLE PONDS 4TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 33, TWP. 34, RGE. 24

KNOW ALL PERSONS BY THESE PRESENTS: That Denali Investments, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot D, TURTLE PONDS, Anoka County, Minnesota

Has caused the same to be surveyed and platted as TURTLE PONDS 4TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said Denali Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____

Denali Investments, LLC

David G. Schulte, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by David G. Schulte, President of Denali Investments, LLC, a Minnesota limited liability company, on behalf of the company.

_____, (Signed)
_____, (Printed)
Notary Public, _____
My commission expires _____

I, Thomas R. Balluff, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Balluff.

_____, (Signed)
_____, (Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of TURTLE PONDS 4TH ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this _____ day of _____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____

By: _____
Charles F. Gitzert
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____

Property Tax Administrator
By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of TURTLE PONDS 4TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____ at _____ o'clock _____ M., and was duly recorded as Document Number _____

County Recorder/Registrar of Titles
By: _____, Deputy

TURTLE PONDS 4TH ADDITION

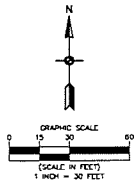
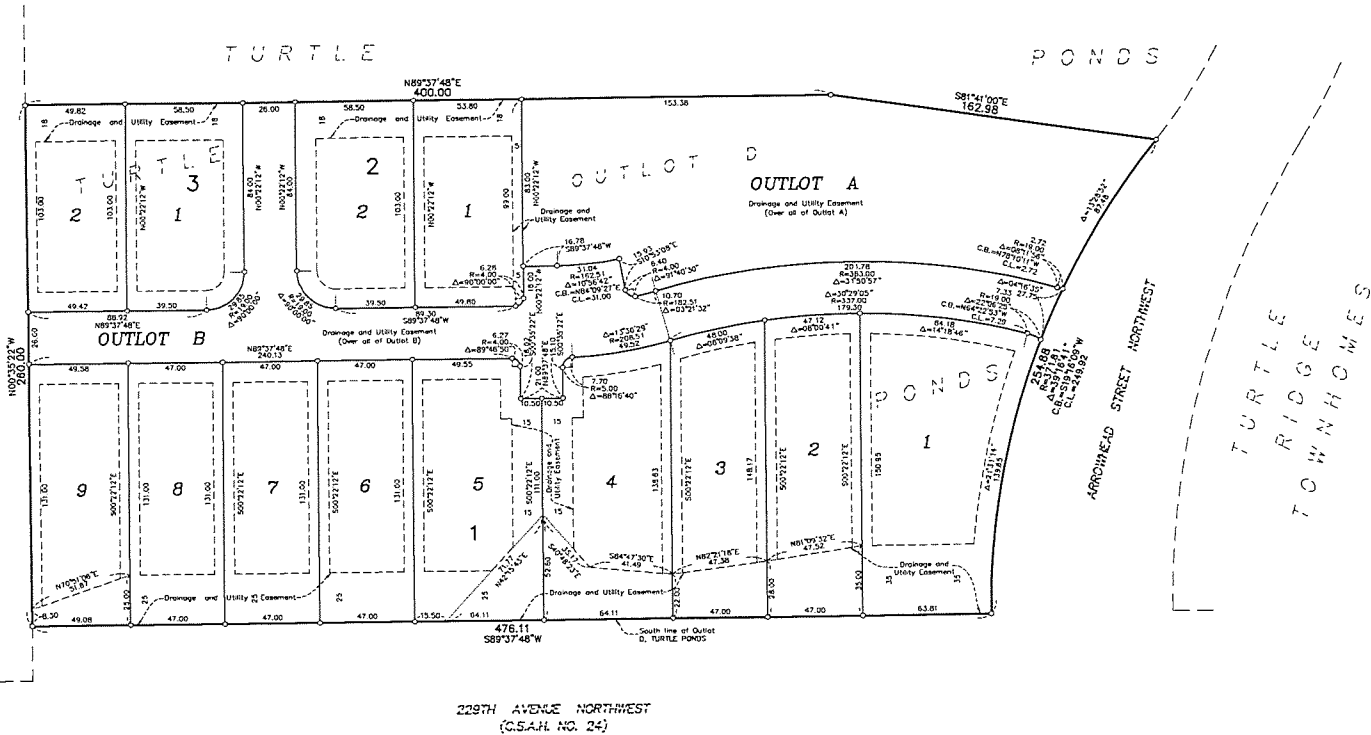
CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 33, TWP. 34, RGE. 24

SECTION 33

SW 1/4
TOWNSHIP 34
OF THE

SE 1/4

RANGE 24



DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines, rear lot lines, and adjacent lines unless otherwise shown on this plot.

For the purpose of this plot, the South Line of Outlot U, TURTLE PONDS is assumed to have a bearing of South 89 degrees 37 minutes 48 seconds West.

○ Denotes 3/8 inch by 14 inch rebar, marked with license number 40361.

**Carlson
McCain**
ENVIRONMENTAL • ENGINEERING • SURVEYING

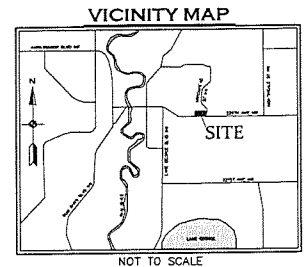
EXHIBIT D

SOIL EROSION CONTROL PLAN AND SCHEDULE

TURTLE POND 4TH ADDITION

GRADING, DEVELOPMENT & EROSION CONTROL PLANS

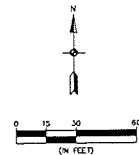
ST. FRANCIS, MINNESOTA



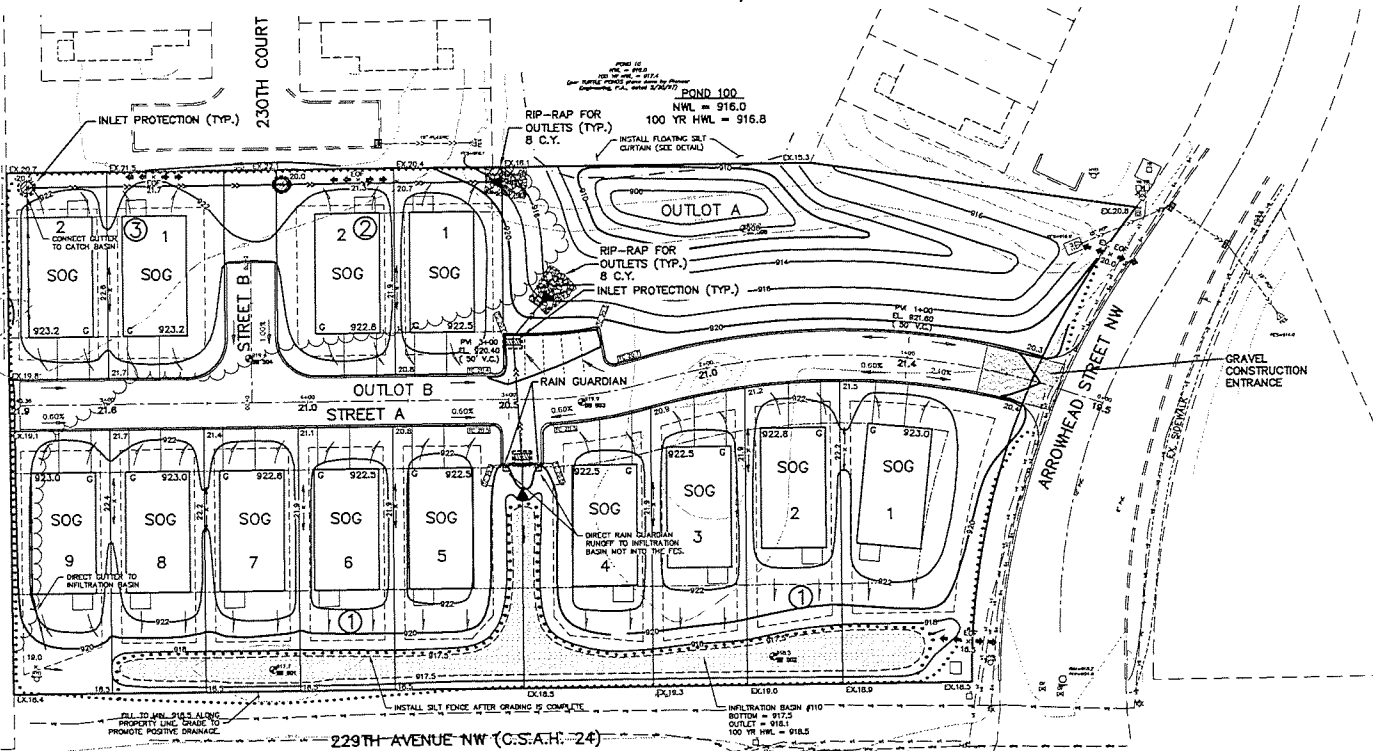
LEGEND	
EXISTING	PROPOSED
PROPERTY LINE	---
EASEMENT LINE	---
CURB LINE	---
BITUMINOUS	---
CONCRETE	---
SANITARY SEWER	---
STORM SEWER	---
WATER MAIN	---
OVERHEAD UTILITY	---
STORM CATCH BASIN	---
STORM MANHOLE	---
OUTLET CONTROL STRUCTURE	---
MANHOLE	---
HYDRANT	---
GATE VALVE	---
TELEVISION BOX	---
TELEPHONE BOX	---
UTILITY POLE	---
RETAINING WALL	---
1" FENCE	---
15' CONTOUR	---
2" CONTOUR	---
PDMA FLOOD PLAIN	---
WETLAND LINE	---
SPOT ELEVATION	---
EMERGENCY OVERFLOW	---
SILT FENCE	---
TRICE FENCE	---
TREELINE	---
SOIL BORING	---

SHEET INDEX

1. GRADING, DEVELOPMENT & EROSION CONTROL PLANS
2. DETAILS



BENCHMARKS	
1.	Top of curb of highway located at the southeast corner of Outlot A, TURTLE POND. Elevation = 922.88 ft.
2.	Top of curb of highway located at the south side of 230th Court NW approximately 140 ft. west of the Arrowhead St. NW. Elevation = 922.83 ft.



The subsurface utility information shown on this plan is utility data only. It is not a warranty of accuracy. It is the responsibility of the user to verify the information shown on this plan by using appropriate methods. The user is advised to call 811 before any excavation or drilling is performed.



environmental
engineering
surveying

3890 Pleasant Ridge Drive NE, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7939
www.carlsonmccain.com

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

Print Name: Brian J. Krystofik, P.E.
Signature: *Brian J. Krystofik*
Date: 1/20/20 License #: 25003

Owner: NIP
Designed: EJC
Date: 1/20/20

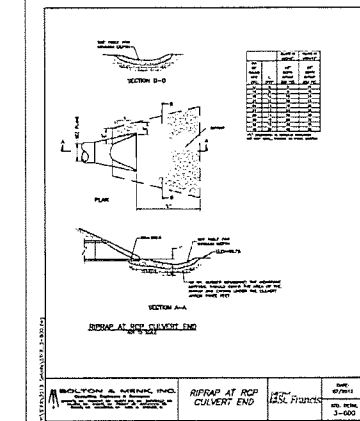
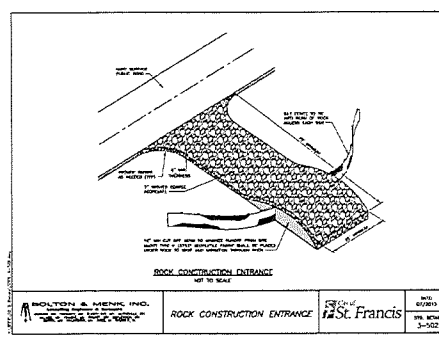
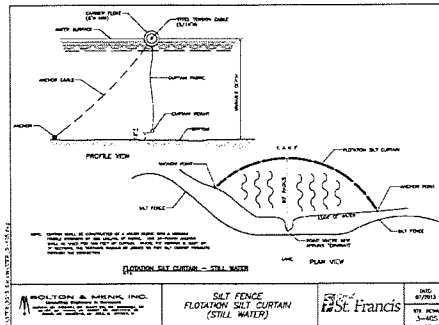
Series: 1.

DENALI INVESTMENTS, LLC
1433 Bunker Lane
The Villages, FL, 32162

TURTLE PONDS 4TH ADDITION
St. Francis, Minnesota

GRADING, DEVELOPMENT & EROSION CONTROL PLAN

1 of 2



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MOST STANDARDS SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.

TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 7 DAYS.

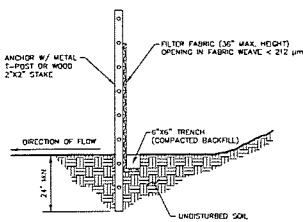
SEED: WHOLE MIXTURE 250 AT 70 POUNDS PER ACRE.

DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

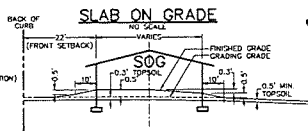
MULCH: TYPE 1 AT 2 TONS PER ACRE (25% ANCHORED).

FERTILIZER: TYPE 24-12-24 AT 200 POUNDS PER ACRE.

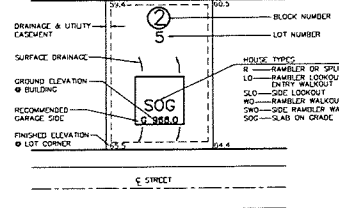
SILT FENCE



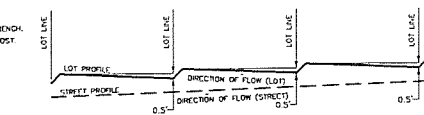
- NOTES:**
1. DIG A 6"x6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
 2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
 3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
 4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"x6" TRENCH.
 5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
 6. SEE WHOLE SPECIFICATIONS 2573 & 3886.



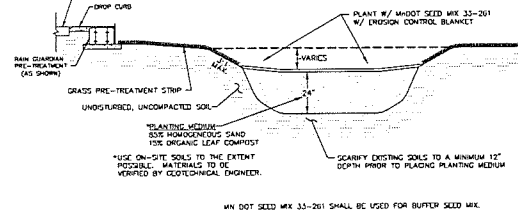
GRADING PLAN LOT KEY



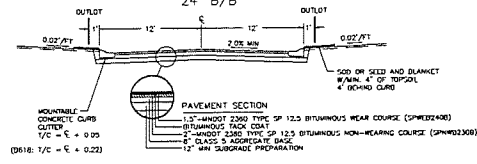
LOT BENCHING DETAIL



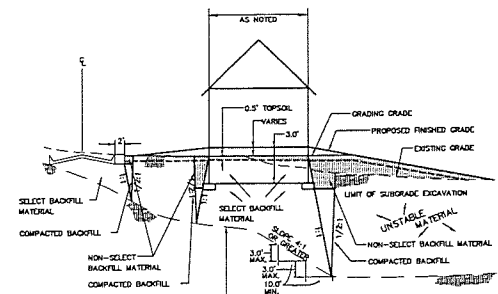
INFILTRATION BASIN



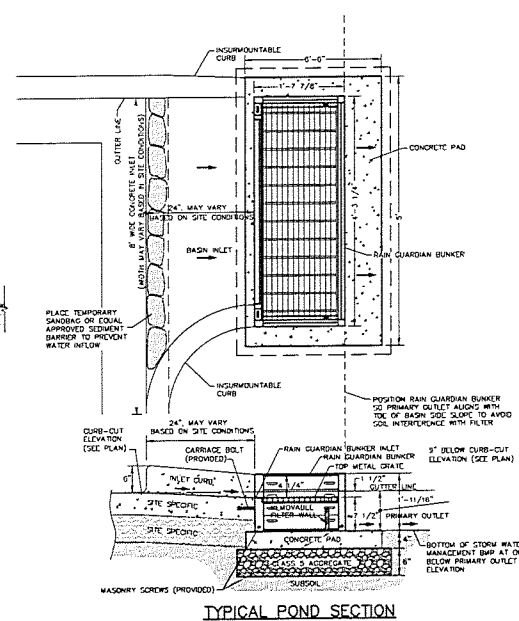
TYPICAL STREET SECTION



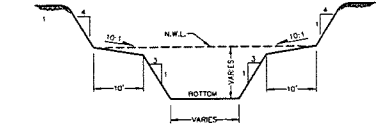
SUBGRADE CORRECTION



RAIN GUARDIAN DETAIL

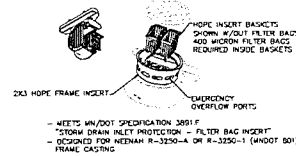


TYPICAL POND SECTION



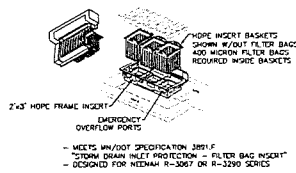
INFRASAFE - 27" DEBRIS COLLECTION DEVICE

AS MANUFACTURED BY ROYAL ENVIRONMENTAL SERVICES



INFRASAFE - 2'x3' DEBRIS COLLECTION DEVICE

AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS



Carlson McCain
+ environmental
+ engineering
+ surveying

3290 Pleasant Ridge Drive NE, Suite 100
Blaine, MN 55445
Phone: (763) 489-7500
Fax: (763) 489-7559
www.carlsonmccain.com

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

Print Name: John J. Krystofek, P.E.
Signature: [Signature]
Date: 1/20/20 License #: 25503

Drawn: NSP
Designed: ESK
Date: 1/20/20

DENALI INVESTMENTS, LLC
1433 Bunker Lane
The Villages, FL 32162

TURTLE PONDS 4TH ADDITION
St. Francis, Minnesota

DETAILS

2
of
2

City of St. Francis City Council Agenda Item
Executive Summary

Title of Item: **FINAL PLAT: Turtle Ponds 5th Addition:** A resolution to approve the final plat and final plan for the 5th Addition of the Turtle Run Planned Unit Development.

Meeting Date: 3-2-20

Staff Reporting: Beth Richmond, City Planner

Summary: Staff, Engineering, and Legal have reviewed the final plat/plan application for the 5th Addition of the Turtle Ponds subdivision, located within the Turtle Run Planned Unit Development and find the documents to be complete, substantially conforming to the approved PUD Development Plan, and ready for approval.

Key items of note include:

- The applicant is requesting final approval for the creation of two single-family lots along 229th Ave NW.
- Block 1 Lot 2 is located almost entirely within the designated FEMA floodplain. The buildable area of the lot which is shown on the Grading Plan (Sheet 3 of 4) will be raised out of the floodplain using fill. This will be mitigated by the creation of a ponding area to the southeast of the proposed building pads. The applicant will be requesting a Letter of Map Revision (LOMR) to revise the location of the floodplain.
- County Ditch 18 is a Type A floodplain. This means that the ordinary high water level and base flood elevation have not been determined. The applicant utilized the floodplain elevations associated with 229th Ave NW to the south to establish the necessary elevations for the site.
- The driveways serving the proposed lots have been increased in width from 12 feet to 14 feet.
- A draft developer's agreement for the 5th Addition has been created for Council's review.
- Proposed conditions of final plat approval are listed in the draft resolution provided for Council review and approval.

Recommendations: Staff recommends approval of the final plat and final plans for the 5th Addition of the Turtle Ponds subdivision via the following motion:

"Move to adopt Resolution 2020-14 approving the final plat and final plans for the 5th Addition of the Turtle Ponds subdivision within the Turtle Run Planned Unit Development."

List of Attachments: A) Draft Resolution
B) Engineering Memo dated February 17, 2020
C) Anoka County Highway Department Memo dated January 31, 2020
D) Final Plat
E) Final Plans
F) Draft Developers Agreement

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

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**

WHEREAS, the applicant, Marc Schulte, on behalf of Dave Schulte, has requested final plat approval for property legally described as Outlot B of Turtle Ponds 3rd Addition; and

WHEREAS, the PUD Development Plan and preliminary plat were approved by the City Council on October 7, 2019; and

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

WHEREAS, the City Council of the City of St. Francis on March 2, 2020, considered the final plat and final plan documentation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the final plat, final PUD plan, and associated documents for the 5th Addition of the Turtle Ponds subdivision in the Turtle Run Planned Unit Development based on the following findings of fact:

1. The final plat and plans for the 5th Addition are in substantial compliance with the approved PUD development stage plan and preliminary plat;
2. The final plat and plans for the 5th Addition comply with both the St. Francis 2040 Comprehensive Plan and the City Code;
3. A developers agreement has been drafted by the City and negotiated with the developer to ensure completion of the development in accordance with City standards;
4. The developer will be providing letters of credit to ensure the completion of utility and erosion control improvements;

BE IT FURTHER RESOLVED that approval of the final plat and final PUD plan for the 5th Addition of Turtle Ponds shall be subject to the following conditions:

1. All technical changes or modifications required by the City Engineer in the memo dated February 17, 2020 shall be addressed to the satisfaction of the City Engineer prior to recording of the final plat.
2. Applicant shall adhere to the requirements listed in the Anoka County Highway Department letter dated January 31, 2020.
3. A minimum area of 10,800 square feet per lot shall be located outside the floodplain.
4. The applicant shall provide legal proof of ownership of the property.

5. Resolution 2019-44 vacating the existing drainage and utility easement on the property shall be recorded with the final plat. A new drainage and utility easement is established by the approved final plat.
6. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for individual lots.
7. The applicant shall be responsible for all costs associated with the final plat application.
8. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
9. The applicant shall record the final plat with the County Recorder within 30 days after the plat is approved. The applicant shall provide the City with a signed copy verifying County recording within forty (40) days of the date the plat of approval or the approval shall be null and void.
10. Proof of preliminary plat submittal to the Anoka County Highway Department shall be filed with the County Recorder of Deeds along with the final plat. City Staff shall provide proof of submittal to the applicant.

Approved and adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated



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

Review No. 2

Submitted to: Beth Richmond, Planner

cc: Joe Kohlmann, City Administrator
Kate Thunstrom, Community Development Director

Reviewed by: Craig Jochum, City Engineer
Shane Nelson, Assistant City Engineer

Date: February 17, 2020

Proposed Plat Name: Turtle Ponds 5th Addition

Property Description: Outlot B – TURTLE PONDS 3RD ADDITION

Applicant: Turtle Moon, Inc.

Owners of Record: Denali Investments LLC

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

Permits Required: City Approval, DNR Water Appropriation Permit
(but not limited to)

INFORMATION AVAILABLE

Preliminary Site Development Plans, 1/20/2020 revision, prepared by Carlson McCain

Preliminary Plat, 1/20/2020 revision, prepared by Carlson McCain

Final Plat, not dated, prepared by Carlson McCain

Final Site, Utility, Grading, Development & Erosion Control Plan

Soil Boring Logs, 2/13/2020, prepared by Haugo Geotechnical

GENERAL COMMENT

1. A geotechnical exploration report is required to verify the site is suitable for intended development. Submit final geotechnical report when available.

GRADING AND EROSION CONTROL

1. This project proposes to impact wetlands. Provide a wetland replacement plan.
2. Redundant sediment control devices (silt fence) are required for grading adjacent to wetlands or surface water when a 50' buffer of natural vegetation is not maintained. Please revise the erosion control plan accordingly.
3. URRWMO rules and City ordinances (10-91-4) requires a wetland buffer adjacent to the existing wetland. Depict the required buffer, 20' in width, adjacent to the existing wetland and ensure that it is within the drainage and utility easement (or provide a separate conservation easement). Wetland buffers must also be marked with permanent signs (10-91-4.C.8.f).
4. The applicant is advised that this project is located within or near the FEMA Floodplain Zone A. The applicant is encouraged to apply for a Letter of Map Amendment / Letter of Map Revision from FEMA.

SUMMARY

We recommend approval contingent upon the approval of a wetland replacement plan, revision of the grading and erosion control plan and receipt of a Geotechnical Report.



Anoka County

TRANSPORTATION DIVISION

Highway

January 31, 2020

Beth Richmond
City of St. Francis
23340 Cree St. NW
St. Francis, MN 55070

Re: Preliminary Plat - Turtle Ponds 5th Addition

We have reviewed the preliminary plat for Turtle Ponds 5th Addition, to be located north of CSAH 24 (229th Avenue NW) and east of Arrowhead Street NW within the City of St. Francis, and I offer the following comments:

The existing right of way adjacent to CSAH 24 is 60 feet of right of way north of centerline, which is consistent with county standards and no addition right of way will be required at this time. The plat proposes no new access points onto CSAH 24, which is consistent with County standards and acceptable to this department. Since no access points will be permitted to CSAH 24 for this plat, the right of access should be dedicated to Anoka County. If the City has concerns regarding right turn movements from CSAH 24 to Arrowhead Street NW, we would be supportive of a westbound CSAH 24 right turn lane being constructed in conjunction with the development. Please note that no plantings or private signs are permitted within the county right of way, and care should be exercised when locating private signs, plantings, berms, etc. outside of the county right of way, so as not to create any additional sight obstructions for this section of CSAH 24.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CSAH 24 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer should assess the noise situation for this development as it is proposed to be located directly adjacent to CSAH 24, and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable.

The ACHD Engineering Plan Review process will apply to this site. Calculations must be submitted along with grading and erosion control plan that delineates the drainage areas for this development. The post-developed rate of runoff shall not exceed the pre-developed rate runoff for the 10-year critical design storm. Contact Michelle Pritchard, Engineer I via phone at 763.324.3162 or via email at Michelle.Pritchard@co.anoka.mn.us for further information and to coordinate the ACHD Engineering Plan Review process. Please submit the drainage calculations, grading and erosion control plans, right turn lane construction plans (as applicable), ACHD Design Requirements Checklist for County Highway Modifications (copy

Our Passion Is Your Safe Way Home

1440 Bunker Lake Boulevard N.W. • Andover, MN 55304-4005
Office: 763-324-3100 • Fax: 763-324-3020 • www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer

available via our website), and the applicable ACHD Engineering Plan Review fee (estimated at \$150.00 - \$250.00) to Ms. Pritchard for her review and approval.

Following completion of the ACHD Engineering Plan Review Process outlined above, the ACHD Permit process can begin by the contractor(s) completing work within the county right of way prior to the commencement of any construction (permit fee = \$150.00). License permit bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact Susan Burgmeier at 763.324.3142 or email Susan.Burgmeier@co.anoka.mn.us for further information regarding the permit process.

Thank you for the opportunity to comment. Feel free to contact me if you have any questions regarding this review.

Sincerely,



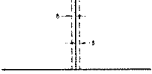
Jane Rose
Traffic Engineering Manager

xc: CSAH 24/Plats + Developments/2020
Michelle Pritchard, Engineer I
Chuck Gitzen, County Surveyor
Jerry Auge, Assistant Anoka County Engineer
Sean Thiel, Graduate Engineer
Susan Burgmeier, Traffic Engineer Tech

TURTLE PONDS 5TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 33, TWP. 34, RGE. 24

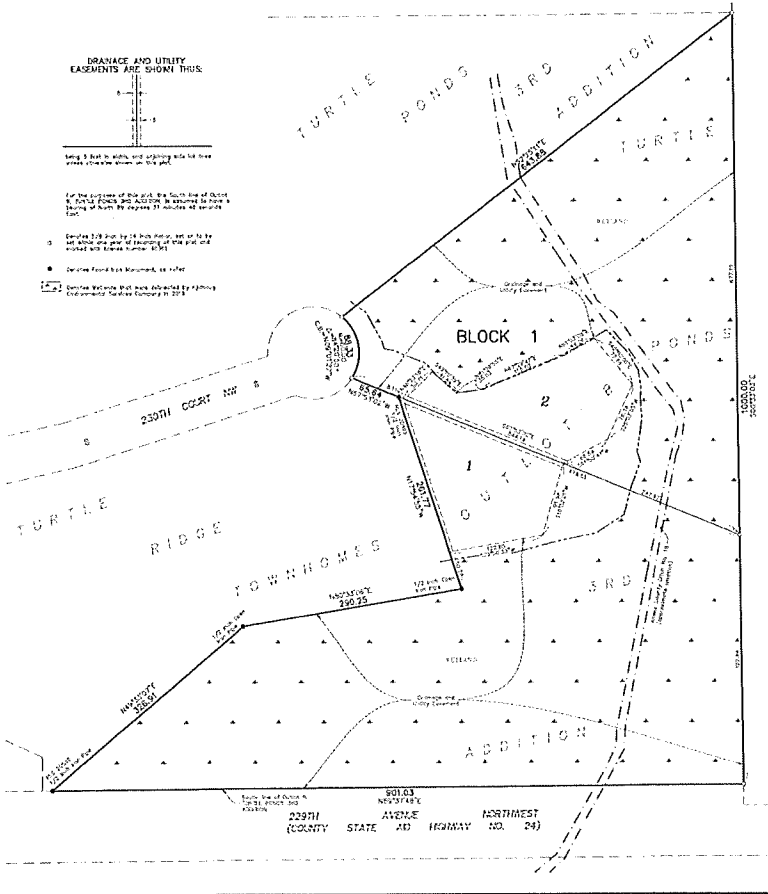
SEWAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 6 feet in width, and extending into the street, the same shown on this plat.

For the purpose of this plat, the South line of Block 1, Turtle Ponds 5th Addition, is assumed to have a bearing of North by degrees 37 minutes 42 seconds East.

- 1. Section 5-1/2 inch by 11 inch diagram, set on file by the City of St. Francis, Minnesota, showing the location of the sewer line and marked with concrete corner (S.C.)
- 2. Located from the Monument, as noted
- 3. Section 5-1/2 inch by 11 inch diagram, set on file by the City of St. Francis, Minnesota, showing the location of the sewer line and marked with concrete corner (S.C.)



KNOW ALL PERSONS BY THESE PRESENTS, That David W. HARRIS, of the County of Anoka, State of Minnesota, do hereby certify that the following is a true and correct copy of the original record of the plat of Block 1, Turtle Ponds 5th Addition, Anoka County, Minnesota.

The record of the same is to be kept and preserved by the City of St. Francis, Minnesota, and the same shall be open to the public for their use and inspection at all times.

It is further stated that David W. HARRIS, of the County of Anoka, State of Minnesota, do hereby certify that the following is a true and correct copy of the original record of the plat of Block 1, Turtle Ponds 5th Addition, Anoka County, Minnesota.

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by David W. HARRIS, President of David W. HARRIS, Inc., a Minnesota limited liability company, as being the owner of the property.

(Signature)
Notary Public, _____
My commission expires _____

I, Thomas R. BROWN, do hereby certify that this plat was prepared by me in order to comply with the provisions of the City of St. Francis, Minnesota, and that the same is a true and correct copy of the original record of the plat of Block 1, Turtle Ponds 5th Addition, Anoka County, Minnesota, and that the same is to be kept and preserved by the City of St. Francis, Minnesota, and the same shall be open to the public for their use and inspection at all times.

Given this _____ day of _____, 20____.

(Signature)
Notary Public, _____
My commission expires _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. BROWN, as being the owner of the property.

(Signature)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of Block 1, Turtle Ponds 5th Addition, was approved and recorded by the City Council of the City of St. Francis, Minnesota, on the _____ day of _____, 20____, and the same is to be kept and preserved by the City of St. Francis, Minnesota, and the same shall be open to the public for their use and inspection at all times.

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA
By _____ Mayor By _____ Clerk

COUNTY CLERK

I hereby certify that a true and correct copy of this plat has been received and approved by the _____ day of _____, 20____.

(Signature)
County Clerk, _____

COUNTY RECORDER

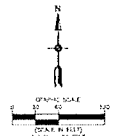
I hereby certify that a true and correct copy of this plat has been received and approved by the _____ day of _____, 20____.

(Signature)
County Recorder, _____

COUNTY RECORDER

I hereby certify that a true and correct copy of this plat has been received and approved by the _____ day of _____, 20____.

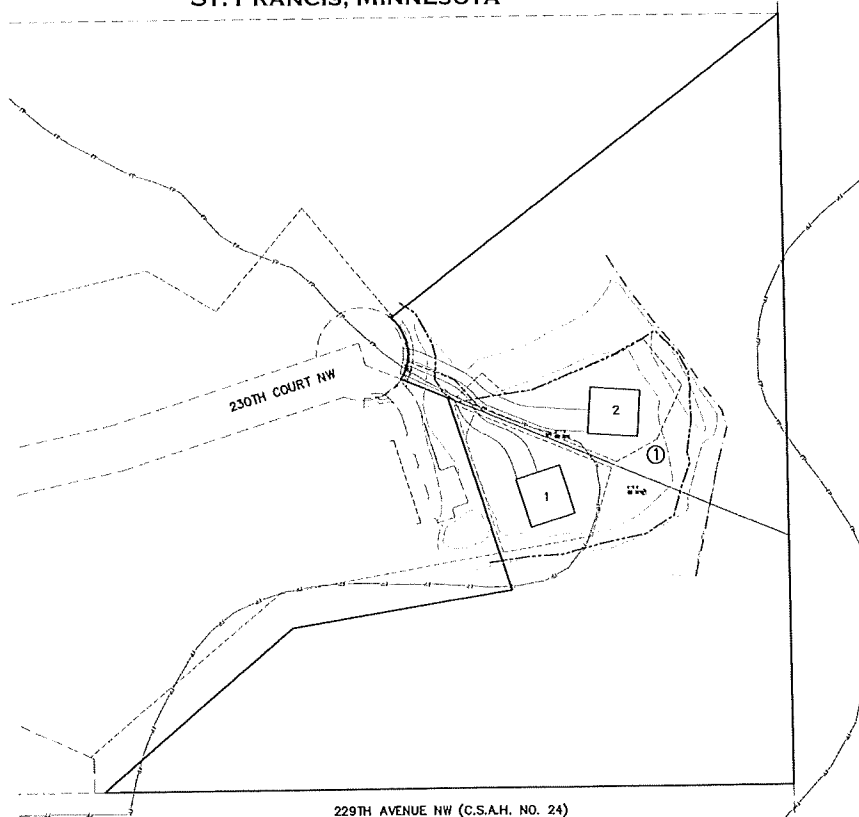
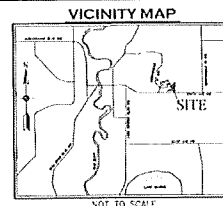
(Signature)
County Recorder, _____



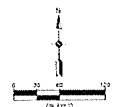
Carlson
McCain
ENGINEERING & SURVEYING

TURTLE PONDS 5TH ADDITION

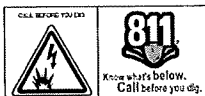
FINAL SITE, UTILITY AND
GRADING, DEVELOPMENT & EROSION CONTROL PLAN
ST. FRANCIS, MINNESOTA



- SHEET INDEX**
1. COVER
 2. SITE & UTILITY PLAN
 3. GRADING, DEVELOPMENT & EROSION CONTROL PLAN
 4. DETAILS



BENCHMARKS	
1. The north of section 36, T12N, R12E, S12W, Sec. 36, T12N, R12E, S12W, Minn. Co., Minn.	423.50 ft.
2. The north of section 36, T12N, R12E, S12W, Sec. 36, T12N, R12E, S12W, Minn. Co., Minn.	423.50 ft.
3. The north of section 36, T12N, R12E, S12W, Sec. 36, T12N, R12E, S12W, Minn. Co., Minn.	423.50 ft.



The adventure starts here. Know what's below. Call before you dig. The adventure starts here. Know what's below. Call before you dig. The adventure starts here. Know what's below. Call before you dig.

229TH AVENUE NW (C.S.A.H. NO. 24)

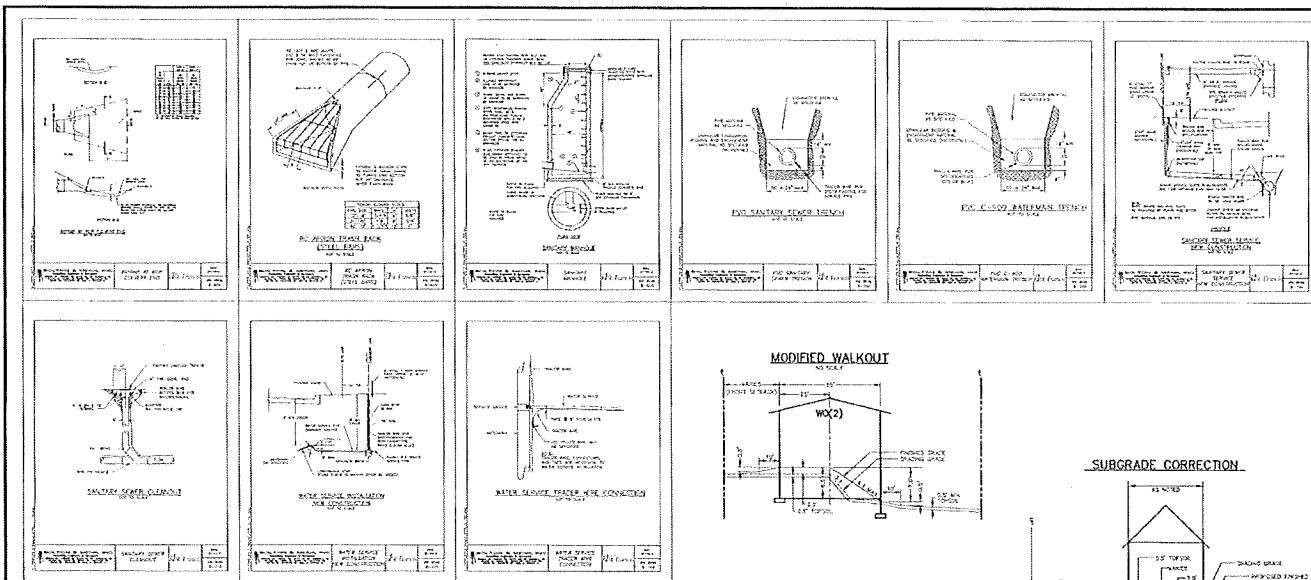
Carlson McCain
Professional Engineer
18000 Highway 100, Suite 100, Blaine, MN 55449
Phone: 763-488-7500 Fax: 763-488-7503

COVER
TURTLE PONDS 5TH ADDITION
ST. FRANCIS, MN

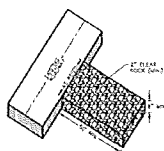
DENALI INVESTMENTS, LLC
1433 Blaine Lane
The Villages, FL 32162

Drawn by: J. J. J. J.
Checked by: J. J. J. J.
Date: 10/1/11

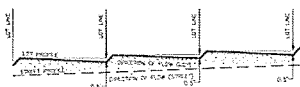
1 of 4



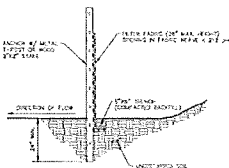
ROCK CONSTRUCTION ENTRANCE



LOT BENCHING DETAIL

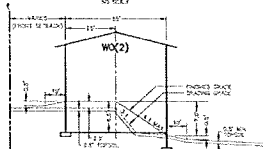


SILT FENCE

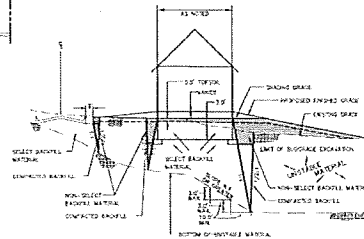


1. USE A 4" DIA. BENCH ALONG THE ATTACHED SILT FENCE LINE.
2. DRIVE ALL ANCHOR PILES INTO THE GROUND AT THE DOWNHILL SIDE OF THE FENCE.
3. BENCH SHALL BE SPACED A MINIMUM OF 4 FEET APART.
4. LAY OUT SILT FENCE ALONG THE LINE OF THE ANCHOR PILES AND BACK FILL 4" DIA. BENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR PILES BY DRIVING 3" DIA. ANCHOR PILES INTO PILE.
6. THE WHOLE BENCH SHALL BE 4' DIA.

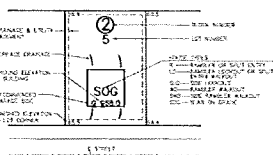
MODIFIED WALKOUT



SUBGRADE CORRECTION



GRADING PLAN LOT KEY



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO THE FOLLOWING SCHEDULE FOR CONSTRUCTION (EXCEPT NOTING) EXCEPT AS NOTED HEREIN.

TURF ESTABLISHMENT SHALL BE DONE AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 90 DAYS.

100% M-1000 MATING 220 AT 75 POUNDS PER BAG.

SEEDING SHALL BE DONE AT THREE INCHES DEPTH, RATE AFTER RECOMMENDATION.

MULCH TYPE 1 AT 2 INCHES PER BAG (2000 POUNDS PER BAG).

FOR TURF TYPE 1 AT 2 INCHES PER BAG (2000 POUNDS PER BAG).

Carlson McCain
 ENGINEERS
 3808 Pleasant Ridge Drive SE
 Suite 100, Atlanta, GA 30349
 Phone: 770-485-7750 Fax: 770-485-7759

DETAILS

TURTLE PONDS 5TH ADDITION

DENALI INVESTMENTS, LLC
 1-113 BUSINESS LANE
 THE VILLAGE, FL 32152

DATE: 10/11/2011
 DRAWN BY: J. J. J. J.
 CHECKED BY: J. J. J. J.
 APPROVED BY: J. J. J. J.

**DEVELOPMENT AGREEMENT
TURTLE PONDS 5TH 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 Denali Investments, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of TURTLE PONDS 5TH ADDITION on _____, 2020, said plat legally described in **Exhibit A** attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved two (2) additional lots in this fifth addition; and

WHEREAS, the proposed plat contemplates the dedication of certain improvements 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, 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 TURTLE PONDS 5th 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 TURTLE PONDS 5th ADDITION and the plans for the installation of public and private improvements within the plat of TURTLE PONDS 5th ADDITION (hereinafter referred to as the "plat"). The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval.** The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the _____, 2020, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plans, final grading and storm water plans. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval telephone, electric and gas utility lines are to be placed underground in accordance with applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all intersections at Developer's expense; t all 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 Turtle Ponds 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. Setting of Lot and Block Monuments
- C. Surveying and Staking
- D. Storm Sewer System, including all necessary culverts, catch basins, ponds, inlets and other appurtenances
- E. Water System*
- F. Sanitary Sewer System*
- G.
- H. Underground Utilities
- I. Landscaping
- J. Connection to municipal water and sewer facilities, sewage disposal constructed in accordance with the laws of the State of Minnesota, the

regulations of the State Health Department and the City code provisions and the requirements of the City and the Minnesota Pollution Control Agency

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 21, 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.

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	\$ 14,000.00
Water Main	\$ 5,000.00
Storm Sewer	\$ 3,800.00
Floodplain Mitigation, Wetlands & Erosion Control	\$ 15,200.00
Rounding	\$ 364.00
CONSTRUCTION TOTAL	\$38,000.00
150% of Construction Total	\$57,000.00

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the

Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. The Developer may apply to the City Council of the City for a reduction of the security once per month commencing 30 days after the permit for the Sanitary Sewer is issued. The City Council shall respond to this request within 30 days of receipt of the Application for Reduction of Security. Upon receipt of proof satisfactory to the City that work has been completed to the quality as required by the City, and that the Developer has taken all steps necessary to ensure that no liens will attach to the plat, and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time up to ninety percent (90%) of the financial obligations that have been satisfied, as determined by the City in its sole discretion. 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. 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 21 Escrow (Engineering, City Administration, Legal Expenses)	\$10,000.00
plus charges already on record and incurred by the City	
Park Dedication (\$100x 2)	\$200.00
Sanitary Sewer Trunk Line Availability (\$4,150 x 0.77 net acres)	\$3,195.50
Water Trunk Line Availability (\$2,956 x 0.77 net acres)	\$2,276.12
TOTAL CASH REQUIREMENTS	<u>\$15,671.62.00</u>

Plus charges already on record and incurred by the City

The City will utilize the Section 21 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.

9. 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 affect 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 by September 30, 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, 2021, 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 City will accept and maintain sixty feet of 8" sanitary sewer (from the connection point to the termination point at the sanitary sewer manhole) with this plat. 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. All remaining improvements to be made under this agreement are private improvements.

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 150% 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. As determined by earlier additions of this development, the public golf course that was created as part of the original PUD is included in the park dedication calculations of this development. Therefore, a reduced park dedication fee is required for new lots. The Developer shall be providing cash to satisfy its park dedication requirement. 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 fifth addition and pay \$100/unit for each lot in the fifth addition. Specifically, for this second phase, in addition to the dedication of 0 acres as park, Developer shall pay \$100 x 2 lots or \$200. Developer shall also be required to satisfy its park dedication requirement for all subsequent additions 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.

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

Maples (including Norway, "Schwedler and Sugar") Linden, American (Basswood)
Linden, Littleleaf (and varieties "Greenspire" and "Redmond")

Honeylocust (and varieties "Imparal", "Skyline" and "Sunburst")
Hackberry
Oak

The minimum tree size shall be two inches caliper, either bare root in season or balled and burlapped. The trees shall not be planted in the boulevard. The Developer shall assure that the front and side yards of each lot are properly graded, four inches of topsoil added, sod laid to complete front yard (including right-of-way) (seeding will be allowed in front yard if a sprinkler

system is also installed), and seeding or sod to remainder of disturbed area of lot. Weather permitting, the trees, sod, and seed shall be planted before Certificates of Occupancy are issued for a lot. All required trees and sodding/seeding shall be provided within ninety (90) days after completion of the home/building construction or before a Certificate of Occupancy is issued for a house, whichever comes first. In the event that weather conditions prohibit the planting of trees and sodding/seeding, the Developer or Builder shall provide proof of escrow or financial security in the amount of \$750.00 per tree and \$3,500.00 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. **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.

21. **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 \$10,000.00 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.

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 11, 12 and 18 above. The terms and provisions of this Development Agreement, with the exception of Erosion Control, Clean Up and Landscaping described in paragraphs 11, 12 and 18 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.

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

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

23. **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:

Denali Investments, 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

24. **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.

25. **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:

DENALI INVESTMENTS, 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 Denali Investments 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)

1907233v7

EXHIBIT A
LEGAL DESCRIPTION

Part of Outlot B, Turtle Ponds 3rd Addition, Anoka County, Minnesota

EXHIBIT B

**PLANS AND SPECIFICATIONS
FOR STREETS WITHIN PLAT OF
TURTLE PONDS 5TH ADDITION**

No new roads created. Development of two lots to be created off of existing 230th Court NW

TURTLE PONDS 5TH ADDITION

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 33, TWP. 34, RGE. 24

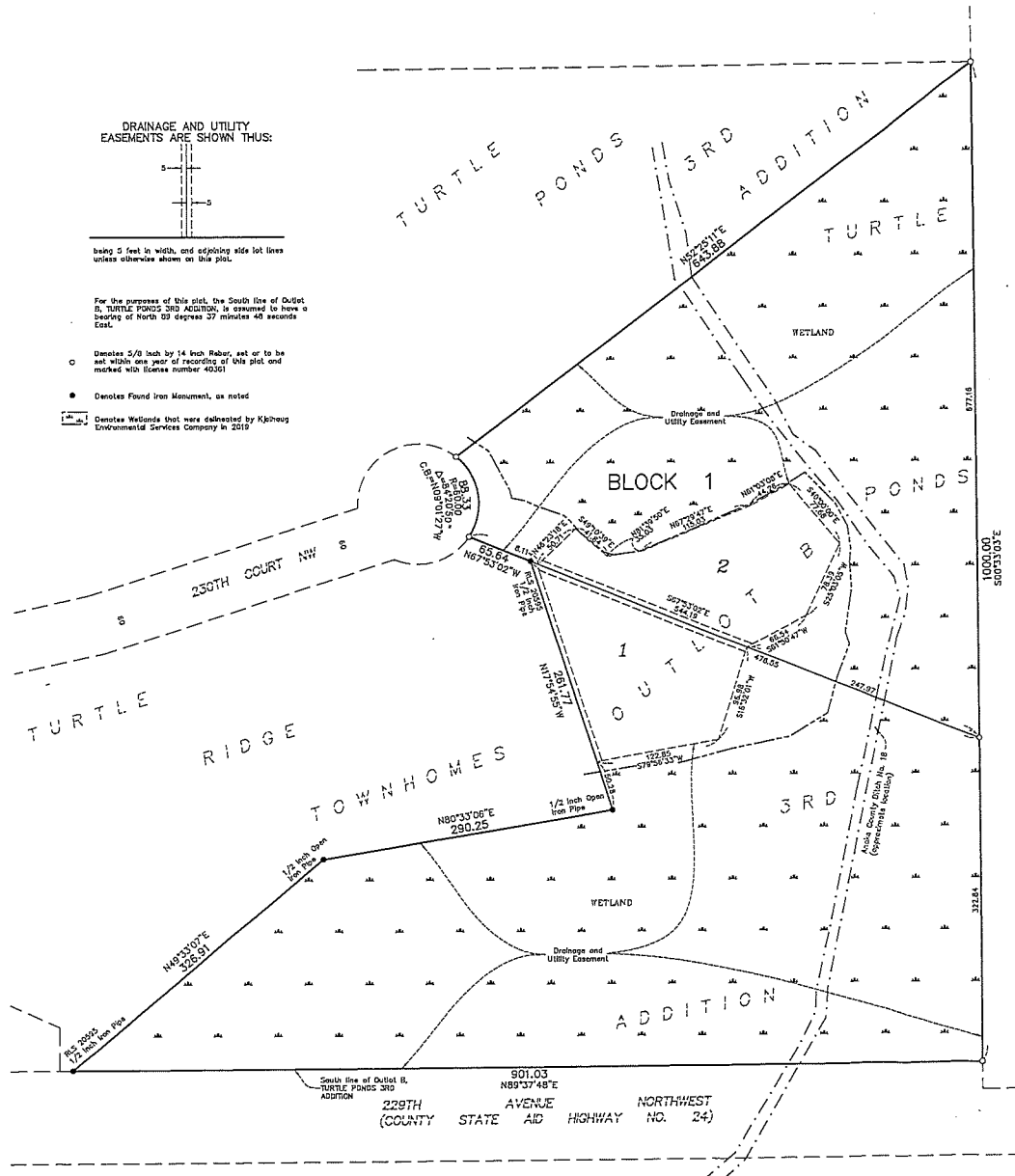
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines unless otherwise shown on this plot.

For the purposes of this plat, the South line of Outlet B, TURTLE PONDS 3RD ADDITION, is assumed to have a bearing of North 03 degrees 37 minutes 48 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40301
- Denotes Found Iron Monument, as noted
- Denotes Wetlands that were delineated by Kihneig Environmental Services Company in 2019



KNOW ALL PERSONS BY THESE PRESENTS: That Denali Investments, LLC, a Minnesota limited liability company, owner of the following described property:

Outlets B, TURTLE PONDS 3RD ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and plotted as TURTLE PONDS 5TH ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said Denali Investments, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

DENALI INVESTMENTS, LLC

David G. Schultz, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by David G. Schultz, President of Denali Investments, LLC, a Minnesota limited liability company, on behalf of the company.

(Signed)

(Printed)
Notary Public,
My commission expires _____

I, Thomas R. Balluff, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40301

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Balluff.

(Signed)

(Printed)
Notary Public,
My commission expires _____

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

This plat of TURTLE PONDS 5TH ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

By _____ Mayor

By _____ Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By _____
Charles F. Olson
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 8, taxes payable in the year 20____ on the land heretofore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator

By _____ Deputy

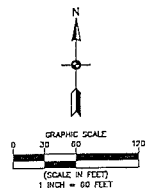
COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of TURTLE PONDS 5TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____ at _____ o'clock _____ A.M., and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____ Deputy



Carlson McCain
ENVIRONMENTAL • ENGINEERING • SURVEYING

EXHIBIT C

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

Service to properties utilizing existing service with Turtle Ponds to accommodate connection to two single family homes.

EXHIBIT D

SOIL EROSION CONTROL PLAN AND SCHEDULE

Erosion control to be addressed upon build site

City of St. Francis City Council Agenda Item
Executive Summary

Title of Item: **6032 Ambassador Blvd NW Lot Split:** Resolutions to approve a lot split, Registered Land Survey (RLS), and an Interim Use Permit (IUP) amendment at 6032 Ambassador Blvd NW; PID: 35-34-25-22-0003.

Meeting Date: 3-2-20

Staff Reporting: Beth Richmond, City Planner

Summary: The requested lot split was reviewed by the Planning Commission at their meeting on February 19, 2020. The applicant indicated that a shared driveway serving both lots would be preferable. Planning Commissioners supported the shared driveway request, and directed Staff to communicate this with Anoka County. Following their discussion, the Planning Commission unanimously recommended approval of the lot split, including the RLS, and the IUP amendment.

Key items of note include:

- The applicant is requesting a lot split to divide the 150-acre property into two parcels meeting the Zoning Code's dimensional requirements.
- Anoka County is the permitting authority for driveway access onto a County Road. The subdivision plans have been provided to Anoka County for review and comment. No comments have been received.
- Because a portion of this property is registered (Torrens) land, an RLS has been provided for the Council's review.
- 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.
- Proposed conditions of subdivision approval are listed in the draft resolution provided for Council review and approval.

Recommendations: Staff recommends approval of the subdivision and IUP amendment via the following motions:

1. ***"Move to adopt 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 subject to the conditions and findings of fact."***

2. “Move to adopt Resolution 2020-16 amending the legal description of the interim use permit granted for 6032 Ambassador Blvd NW.”

List of Attachments: A) Draft Resolutions
B) Planning Commission Report – February 19, 2020

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

RESOLUTION 2020-15

**A RESOLUTION APPROVING A METES AND BOUNDS SUBDIVISION AND A
REGISTERED LAND SURVEY TO SPLIT THE PROPERTY AT 6032 AMBASSADOR
BLVD NW INTO TWO PARCELS**

WHEREAS, the applicant, Kevin Denker, has requested a metes and bounds subdivision to split the 150-acre property into two; and

WHEREAS, the property is legally described as:

The Southeast Quarter of the Southwest Quarter of Section 26, Township 34, Range 25, Anoka County, Minnesota. (Abstract)

AND

That part of the North Half of the Northwest Quarter lying westerly of the plat of CREEKVIEW ESTATES and the Southwest Quarter of the Northwest Quarter, Section 35, Township 34, Range 25, Anoka County, Minnesota. (Torrens); and

WHEREAS, the property is described as PID 35-34-25-22-0003; and

WHEREAS, a portion of the property consists of Torrens (registered) land; and

WHEREAS, for subdivisions of Torrens (registered) land, a Registered Land Survey approved by the City is required; and

WHEREAS, the applicant is requesting to subdivide the Abstract property into two parcels: Parcel A (11.33 acres) and Parcel B (28.77 acres); and

WHEREAS, the applicant is requesting to subdividing the Torrens property into two tracts as shown on the Registered Land Survey: Tract A (28.95 acres) and Tract B (81.89 acres); and

WHEREAS, on February 19, 2020, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on February 19, 2020, the Planning Commission unanimously recommended approval of the requested subdivision; and

WHEREAS, the City Council of the City of St. Francis, on March 2, 2020, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested subdivision to split the property at 6032 Ambassador Blvd NW into two based on the following findings of fact:

1. The proposed subdivision is consistent with the City's Comprehensive Plan.
2. The proposed subdivision is consistent with the City's Zoning and Subdivision Ordinances.
3. Both proposed parcels are greater than ten acres in area and have more than 300 feet of frontage along a public roadway.

BE IT FURTHER RESOLVED that approval of the subdivision at 6032 Ambassador Blvd NW shall be subject to the following conditions:

1. The applicant shall provide proof of ownership for the property.
2. Revise the property description on the Lot Split Description sheet as noted by City Engineer in comments provided on February 3, 2020.
3. The Registered Land Survey property description shall be revised to include separate property descriptions for Tract A and Tract B.
4. Label Line A on the Lot Split Description sheet.
5. Applicant shall comply with all comments from Anoka County regarding the access for Parcel B. If a shared driveway will be used, a driveway agreement between Parcels A and B shall be created and recorded against the properties.
6. Park dedication requirements shall be resolved in accordance with City standards.
7. Reference monuments shall be placed in the subdivision as required by state law.
8. The applicant is responsible for all fees related to the review of this application.
9. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.
10. The applicant shall record the subdivision documents with the County Recorder within 30 days after the subdivision is approved and provide a signed copy verifying County recording to the City. At this time, Tract A and Parcel A shall be combined and Tract B and Parcel B shall be combined.

Approved and adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated

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

RESOLUTION 2020-16

**A RESOLUTION AMENDING THE LEGAL DESCRIPTION OF THE INTERIM USE
PERMIT GRANTED FOR 6032 AMBASSADOR BLVD NW**

WHEREAS, on April 1, 2019, the City of St. Francis passed Resolution No. 2019-10 granting an Interim Use Permit allowing a home extended business on the property at 6032 Ambassador Blvd NW (“IUP Resolution”); and

WHEREAS, the City of St. Francis has approved a subdivision to split this property into two parcels; and

WHEREAS, the home-based business is associated with the existing single-family home located on Parcel A of the proposed subdivision dated March 2, 2020; and

WHEREAS, on February 19, 2020, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on February 19, 2020, the Planning Commission unanimously recommended approval of the requested IUP amendment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Francis, that:

1. The legal description of the IUP Resolution shall be amended as follows:

That part of the Southeast Quarter of the Southwest Quarter of Section 26, Township 34, Range 25, Anoka County, Minnesota, that lies easterly of the following described Line A:

Line A is described as follows:

Commencing at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 26, Township 34, Range 25, Anoka County, Minnesota; thence South 89 degrees 57 minutes 14 seconds West, assumed bearing, along the North line of said Southeast Quarter of the Southwest Quarter a distance of 330.00 feet to the Point of Beginning of the line to be described; thence South 0 degrees 16 minutes 21 seconds East a distance of 774.17 feet; thence southerly a distance of 56.37 feet along a tangential curve concave to the East having a central angle of 10 degrees 45 minutes 55 seconds and a radius of 300.00 feet; thence Southwesterly a distance of 133.49 feet along a tangential reverse curve having a central angle of 76 degrees 28 minutes 55 seconds and a radius of 100.00 feet; thence southwesterly a distance of 43.00 feet along a reverse tangential curve having a central angle of 24 degrees 38 minutes 07 seconds and a radius of 100.00 feet;

thence South 40 degrees 48 minutes 32 seconds West, tangent to the last described curve, a distance of 42.28 feet; thence southwesterly a distance of 37.68 feet along a tangential curve concave to the southeast having a central angle of 21 degrees 35 minutes 24 seconds and a radius of 100.00 feet; thence South 19 degrees 13 minutes 08 seconds West, tangent to the last described curve, a distance of 54.96 feet; thence southerly a distance of 69.56 feet along a tangential curve concave to the east having a central angle of 13 degrees 17 minutes 05 seconds and a radius of 300.00 feet; thence South 5 degrees 56 minutes 03 seconds West, tangent to the last described curve, a distance of 170.31 feet to the south line of said Southeast Quarter of the Southwest Quarter and said line there terminating.

2. All other terms of the IUP Resolution shall remain in full force and effect.

Approved and adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated

City of St. Francis Planning Commission Agenda Item
Executive Summary

Title of Item: **6032 Ambassador Blvd NW Lot Split:** A request from Kevin Denker to split his 150-acre property into two parcels and to amend the existing IUP for the property; PID: 35-34-25-22-0003.

Meeting Date: 2-19-20

Staff Reporting: Beth Richmond, City Planner

Summary: The applicant is seeking to divide a 150-acre property located at 6032 Ambassador Blvd NW into two parcels (41 acres and 110 acres, respectively). The 41-acre parcel would contain the existing single-family home. An Interim Use Permit (IUP) was granted for the property in April 2019 to allow a home-based landscaping business. This permit should be amended in conjunction with the lot split to only pertain to the 41-acre parcel.

Recommendations: Staff recommends approval of the lot split and IUP amendment at 6032 Ambassador Blvd NW subject to conditions.

Suggested conditions and findings of fact can be found on page 5-6.

List of Attachments: A) Staff Report
B) Engineer's February 3, 2020 Comments
B) Applicant's Submittals

City of St. Francis Planning Department
6032 Ambassador Blvd NW Lot Split Review

To: Planning Commission
From: Beth Richmond, City Planner
Meeting Date: 2-19-20
Applicant(s): Kevin Denker
Location: 6032 Ambassador Blvd NW

Introductory Information

<i>Request:</i>	The applicant is seeking to subdivide his 150-acre property located at 6032 Ambassador Blvd NW into two parcels (PID 35-34-25-22-0003).
<i>Background:</i>	The applicant is seeking to divide his property into two lots. The eastern parcel (Parcel A) is proposed to be 41.28 acres and would contain the existing house and would serve as the site for the existing home-based business. The western parcel (Parcel B) is proposed to be 110.66 acres. An existing driveway separates the two proposed parcels.

Application Review

<i>Existing Site Character:</i>	• The site currently consists mainly of open space. A majority of the site is wooded. • Wetlands make up roughly 69 acres of the 150-acre parcel. • Seelye Brook runs along the eastern edge of the parcel. • High points on the site are located in the northeast corner and the central area of the site. • There is an existing single-family home on the parcel.
SUBDIVISION ANALYSIS	
<i>Comprehensive Plan Consistency:</i>	• The property is guided for agricultural (MUSA post 2030) use by the 2030 Comprehensive Plan. • This category is intended to preserve land from developing in an urban pattern and allows a density of 1 unit per 10 acres. • The applicant's request to split the lot would result in a net density of 2 units per 80 acres, which meets the guidance of the Comprehensive Plan.
<i>Zoning:</i>	• The site is zoned A-2 Rural Estate Agriculture. This district is intended to provide for low density residential development, open space, or agricultural uses.

	• Single-family residential uses are permitted within the A-2 district. • Both parcels are proposed to have over 300 feet of frontage along CSAH 28 and contain more than 10 acres of buildable area. Therefore, both parcels meet the dimensional requirements for lots within the A-2 district. • Any structure constructed on the vacant parcel (Parcel B) in the future will be required to meet all setbacks for the A-2 district as specified by Code.
Compatibility:	• This property is surrounded on the west and south sides by vacant open space. • Large-lot single-family homes exist to the north and east of the property. • The requested subdivision is compatible with the surrounding area.
Subdivision:	• This property is proposed to be subdivided using metes and bounds. Subdivisions creating no more than one new lot with both lots larger than 10 acres with 300 or more feet of frontage are allowed by Code Section 11-03-4 to be divided using metes and bounds. A public hearing and review by the Planning Commission is still required before the Council's decision, but the applicant is not required to submit a preliminary and final plat. • This property includes both Torrens land and Abstract land. These are two different ways of determining ownership of land. Because of this, Torrens land and Abstract land must be subdivided using different methods. • Torrens land is subdivided using a Registered Land Survey into tracts. • Abstract land can be divided into parcels which can then be further platted into lots and blocks. • In this case, the applicant is requesting to subdivide the land into Tract A and Tract B (Torrens land) and Parcel A and Parcel B (abstract land). • Because this land contains both types of property, the applicant is requesting approval of both the Registered Land Survey (Torrens land) and the parcel subdivision (Abstract land). • If the subdivision is approved, the applicant will be required to combine Tract A with Parcel A and Tract B with Parcel B to create two total lots. This action is completed with Anoka County.
Access:	• The proposed project will not significantly increase traffic volumes beyond that which were anticipated with the guided land use for the area. • An existing driveway on the eastern portion of the site accesses CSAH 28, an arterial street. This driveway is directly across CSAH

Driveway: Wetlands: Resident Concerns: Other Permits:	28 from Quicksilver Ct. • The applicant is proposing a second access point onto CSAH 28 to be used by Parcel B. • Because this property accesses a County road, the application has been submitted for review and comment by the Anoka County Highway Department. • The second access point may not fulfill the County's access spacing guidelines for CSAH 28 (arterial street). If this is the case, a shared driveway agreement will be required between the two properties. • An existing driveway extends from CSAH 28 to the existing single-family home. This driveway travels south 1,850 feet before swinging to the west for 1,500 feet. • The driveway serving Parcel A is shown on the plans to straddle the proposed property line between Parcels A and B. • An easement description for the driveway easement to allow the location of the driveway across both parcels has been provided and must be recorded on both properties. • If the existing driveway will be shared and used by both Parcels A and B, a driveway agreement will be required. • Due to the location of the wetlands on-site and the alignment of the driveway along the proposed property line between Parcels A and B, Staff recommend pursuing a shared driveway for these parcels. • Wetlands make up roughly 69 acres of the 150-acre site. • A wetland delineation has been completed and submitted to City Staff. • No development is proposed to disturb the existing wetlands. • Any future structures on the parcels will be required to adhere to all wetland setbacks as established by Code. • Staff has not received any other public feedback regarding the proposed subdivision. • All necessary permits must be provided to the City (MPCA, NPDES, MDH, DNR Appropriation, etc.).
INTERIM USE PERMIT In General:	In April 2019, the applicant was granted an Interim Use Permit (IUP) for a home-based business. The applicant runs a landscaping business out of this property. This IUP must be amended to include only the proposed Parcel A, where the existing house is located, as a result of the proposed subdivision. No additional changes would be made to the IUP.

Conclusion	
	The applicant is seeking approval for a subdivision to create one additional parcel at 6032 Ambassador Blvd NW. <u>Staff Recommendations:</u> • Approval of the subdivision of the property at 6032 Ambassador Blvd NW into two parcels (A and B) subject to conditions listed on page 5-6. • Approval of the Registered Land Survey dividing the property at 6032 Ambassador Blvd NW into two tracts (A and B) subject to conditions listed on page 5-6. • Approval of the IUP amendment to apply to Parcel A only.
<i>Commission Options:</i>	The Planning Commission has the following options: A) RECOMMEND APPROVAL B) RECOMMEND DENIAL C) TABLE THE APPLICATION and request additional information • The 120-day review period for this application ends on May 9, 2020.
<i>Suggested Findings of Fact:</i>	Subdivision 1. Both proposed parcels are greater than ten acres in area and have more than 300 feet of frontage along a public roadway. 2. The proposed subdivision is consistent with the City's Comprehensive Plan. 3. The proposed subdivision is consistent with the City's Zoning and Subdivision Ordinances. IUP Amendment 1. The home-based landscaping business subject to the IUP approved in April 2019 is accessory to the existing home on the property. 2. The applicant is in compliance with the existing IUP. 3. No additional changes to the IUP are proposed.
<i>Recommended Conditions:</i>	1. Revise the property description on the Lot Split Description sheet as noted by City Engineer in comments provided on February 3, 2020. 2. Label Line A on the Lot Split Description sheet. 3. Applicant shall comply with all comments from Anoka County regarding the access for Parcel B. If a shared driveway will be used, a driveway agreement between Parcels A and B is required. 4. Park dedication requirements shall be resolved in accordance with City standards. 5. The applicant shall provide proof of ownership for the property.

	6. Reference monuments shall be placed in the subdivision as required by state law. 7. The applicant is responsible for all fees related to the review of this application. 8. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording. 9. The applicant shall record the subdivision documents with the County Recorder within 30 days after the subdivision is approved and provide a signed copy verifying County recording to the City. At this time, Tract A and Parcel A shall be combined and Tract B and Parcel B shall be combined. 10. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.
--	---

CLIENT
Kevin Denker

PROJECT

PROJECT
**Denker Property
St. Francis, MN**

DATE / REVISION HISTORY

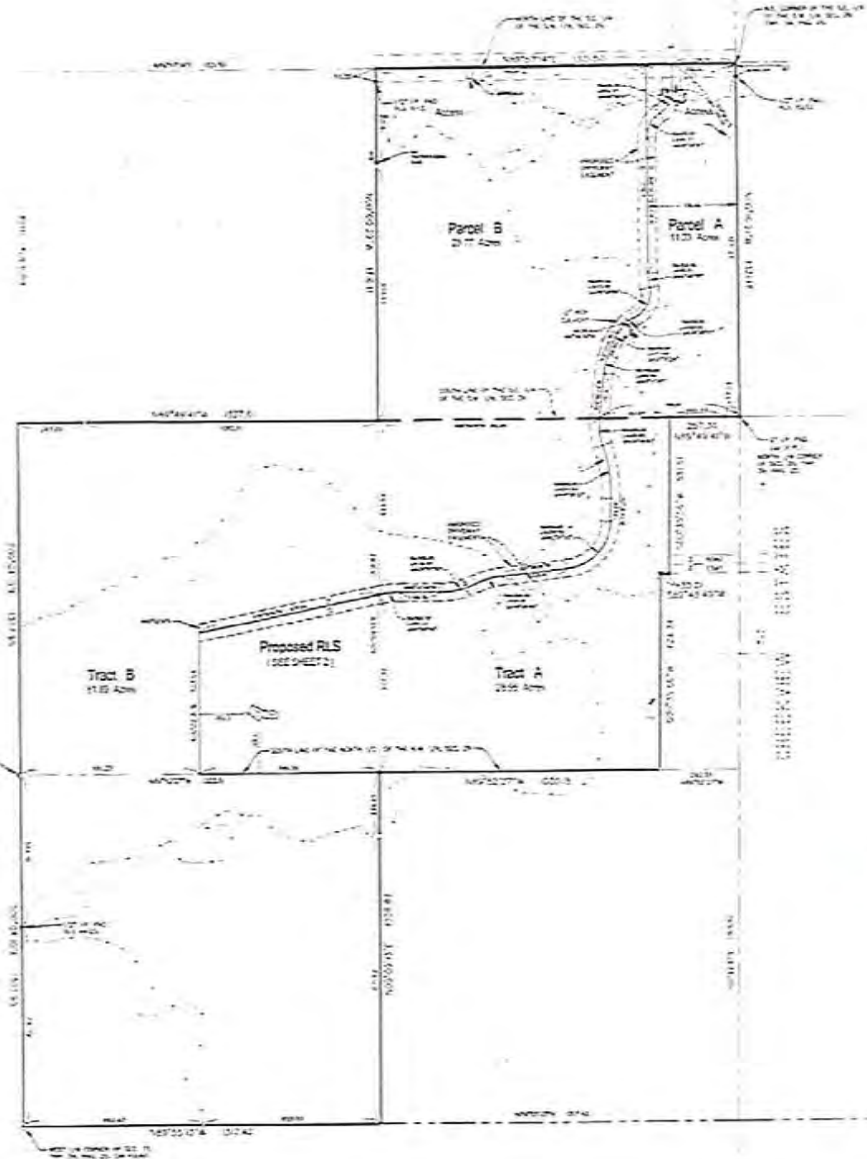
DESCRIPTION

SUBMITTAL

FORM

1/15/2024
1/15/2024
1/15/2024
1/15/2024

Let Split Description



Project Description

The Northern Quarter of the Northern Quarter of Section 26, Township 44 N, Range 23 E, contains approximately 47 acres.

Notes

1. This map is a true and correct copy of the original map as filed with the County Auditor.

Proposed Parcel 1 Description

That part of the Northern Quarter of the Northern Quarter of Section 26, Township 44 N, Range 23 E, containing approximately 11.75 acres.

Proposed Parcel 2 Description

That part of the Northern Quarter of the Northern Quarter of Section 26, Township 44 N, Range 23 E, containing approximately 11.75 acres.

Proposed Parcel 3 Description

That part of the Northern Quarter of the Northern Quarter of Section 26, Township 44 N, Range 23 E, containing approximately 11.75 acres.

Proposed Parcel 4 Description

That part of the Northern Quarter of the Northern Quarter of Section 26, Township 44 N, Range 23 E, containing approximately 11.75 acres.

Proposed RLS Description

The proposed Right of Way (RLS) is a 20-foot wide strip of land running through the center of the parcels, containing approximately 11.75 acres.

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DESCRIPTION OF REQUEST: (attach additional information if needed)

Project Name: Kevin Denker minor Subdivision

Nature of Proposed Use:

Reason(s) to Approve Request: lot is too big, need to split in case of death in family

IS THIS APPLICATION, PART OF, OR IN ADDITION TO, A PREVIOUS APPLICATION(S) PERTAINING TO THE SUBJECT SITE? IF YES:

PROJECT NAME:

NATURE OF REQUEST:

(attach additional information if needed)

PROPERTY INFORMATION:

Street Address:

6032 Ambassador Bulv NW

Property Identification
Number (PIN#):

PID# 35-34-25-22-0003

Legal Description
(Attach if necessary):

Lot(s):

Block:

Subdivision:

APPLICANT INFORMATION:

Name:

Kevin Denker

Business Name:

Address:

6032 Ambassador Bulv NW

City:

St. Francis

State:

MN

Zip Code:

55070

Telephone:

763-670-4951

Fax:

E-mail:

Kadenker@ashn.co

Contact:

Kevin Denker

Title:

Owner

OWNER INFORMATION: (if different from applicant)

Name:

Business Name:

Address:

City:

State:

Zip Code:

Telephone:

Fax:

E-mail:

Contact:

Title:



- Waiting on survey from Landform

APPLICATION FEES AND EXPENSES: By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 429.81 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may not cover actual expenses; any additional fees will be billed.

State statutes provides up to 120 days for the review of complete application, but the City will strive to finalize your request as quickly as possible. Please note that missing application due date and meeting dates or submitting an incomplete application WILL result in the review of the request being delayed. All City Council meeting dates are estimated as it is City policy that issues be resolved and plans be revised as may be needed prior to Council consideration.

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

APPLICANTS MUST BE SIGNED BY ALL PROPERTY OWNERS AS WELL AS/AND IN ADDITION TO, APPLICANT

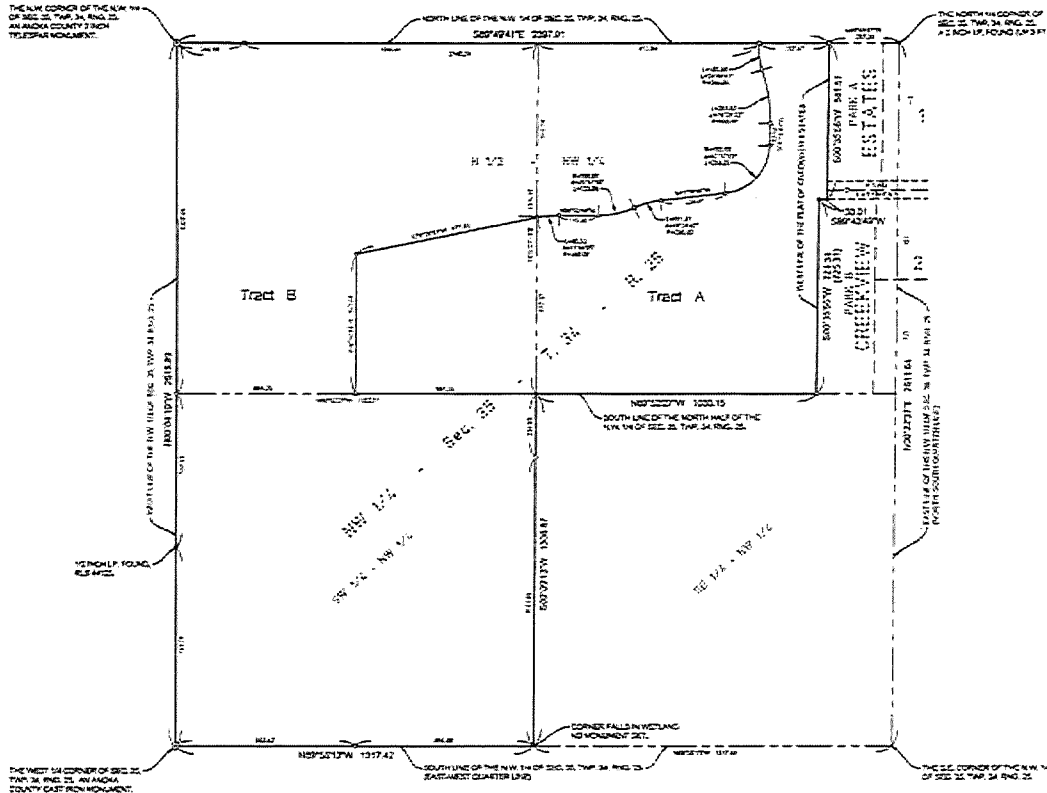
Applicant(s): Kne Dele Date: 1/2/20
Owner(s): Kne Dele Date: 1/2/20

Required Application attachments

- | | |
|--------------------|--|
| Minor Subdivisions | Please provide (3) Certificates of Survey at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information. |
| Concept Plans | Please provide (3) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information. |
| Preliminary Plat | Please provide (3) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information. |
| Final Plats | Please provide (3) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) to-scale electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information. |
| ... | 1. If applicable, an additional large scale copy at 22" by 34" shall be provided for each of the following:
a. (1) If project lies within a DNR Shoreland District or Floodplain
b. (1) If project is adjacent to a neighboring City or Township
2. If applicable, an additional small scale copy at 11" by 17" shall be provided for each of the following:
a. (1) If project increases the number of dwelling units for the Met Council
b. (1) If project is adjacent to a County Road or County State Aid Highway
c. (1) If project is adjacent to a MN/DOT state highway |

REGISTERED LAND SURVEY NO. _____

City of St. Francis
County of Anoka
Sec. 35, T. 34, R. 25



I, John P. Carver, Anoka County, Minn., in accordance with the provisions of Minnesota Statutes, Section 464.01, have surveyed and plat the following described property situated in the County of Anoka, State of Minnesota.

The part of the north half of the Northwest Quarter being wholly within the 1/2 sec. of CEDARVIEW ESTATES and the Southwest Quarter of the Northwest Quarter, Section 35, Township 34, Range 25, Anoka County, Minnesota.

I hereby certify that this Registered Land Survey was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota, and that this Registered Land Survey is a correct representation of said survey of land.

Dated this ____ day of _____, 2020.

John P. Carver, Licensed Land Surveyor
Anoka County, Minnesota, License No. 10220

CITY COUNCIL, CITY OF ST. FRANCIS, MINNESOTA

We do hereby certify that on this ____ day of _____, 2020, the City Council of the City of St. Francis, Minnesota, has approved this Registered Land Survey.

County Surveyor

Platting is in accordance with Section 464.01, Subd. 1, of the Minnesota Land Survey Law, and the survey was made and approved by me on this ____ day of _____, 2020.

By _____
Charles P. Carver
Anoka County Surveyor

COUNTY ATTORNEY/CLERK

Platting is in accordance with Section 464.01, Subd. 1, of the Minnesota Land Survey Law, and the survey was made and approved by me on this ____ day of _____, 2020.

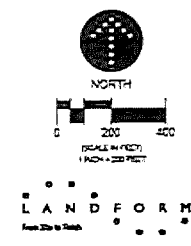
By _____
Anoka County Surveyor

COUNTY RECORDS/REGISTRAR OF TITLE
COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this REGISTERED LAND SURVEY was filed in the office of the County Recorder/Registrar of Title for public record on this ____ day of _____, 2020, at _____ o'clock ____ A.M. and was duly recorded as Document No. _____.

By _____
County Recorder/Registrar of Title

- Compare 1/2 inch per foot monument scale versus stated dimensions.
 - Compare 1/2 inch per foot monument scale versus stated dimensions.
- For the purposes of this Registered Land Survey the South Line of the NW 1/4 Sec. 35, T. 34, R. 25 is assumed to bear South 87° 04' 11" East.
- (7/25/21) Compare document plat the plat of CEDARVIEW ESTATES.



CURT
Kevin Denker
10 Day 10
10 Day 10
10 Day 10

PROJECT
Denker Property
St. Francis
St. Francis, MN
COUNTY RECORDS/REGISTRAR OF TITLE

CERTIFICATION
I hereby certify that the above plat, and all documents, have been duly recorded and are now on file in the County of Anoka, Minnesota.

By _____
County Recorder/Registrar of Title

SUBMITTAL
01.07.2020

LANDFORM
From 200 to 1000
100 Feet Per Mile
The 100 Feet Per Mile
Scale 1/2 inch = 100 feet
100 Feet Per Mile
100 Feet Per Mile
100 Feet Per Mile

Lot Split Description

City of St. Francis City Council Agenda Item
Executive Summary

- Title of Item:* **CONDITIONAL USE PERMIT:** A resolution to approve a conditional use permit (CUP) to allow a multi-tenant used motor vehicle sales business at 3950 227th Ave NW; PID: 05-33-24-23-0055.
- Meeting Date:* 3-2-20
- Staff Reporting:* Beth Richmond, City Planner
- Summary:* The requested conditional use permit was reviewed by the Planning Commission at their meeting on February 19, 2020. One member of the public voiced a concern that the cars parked in the proposed parking lot may leak oils or other toxins into the public land near the site. The applicant explained that wrecked cars would not be permitted to be parked on-site and that the parking lot is used fairly infrequently. On average, cars to be sold stay in the parking lot roughly 3 days before being moved off-site. Planning Commissioners discussed the proposed parking areas and noted that any future signs for the property will be required to meet City Code. Following their discussion, the Planning Commission unanimously recommended approval of the CUP.
- Key items of note include:
- The applicant is requesting CUP approval to create a multi-tenant motor vehicle sales business that will contain space for up to 15 online motor vehicle dealers.
 - 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 an administrative site plan review.
 - The plans have been sent to Anoka County Highway Department for review. No comments have been provided at this time.
 - Proposed conditions of CUP approval are listed in the draft resolution provided for Council review and approval.
- Recommendations:* Staff recommends approval of the CUP via the following motion:
- “Move to adopt Resolution 2020-17 approving a conditional use permit to allow a multi-tenant used motor vehicle sales business at 3950 227th Ave NW subject to the conditions and findings of fact.”***
- List of Attachments:* A) Draft Resolution
B) Draft Conditional Use Permit
C) Planning Commission Report – February 19, 2020

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

RESOLUTION 2020-17

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A
MULTI-TENANT USED MOTOR VEHICLE BUSINESS AT 3950 227th AVE NW**

WHEREAS, the applicant, John Buzick, has requested a Conditional Use Permit to allow a multi-tenant used motor vehicle sales business on the property; and

WHEREAS, the property is legally described in Exhibit A; and

WHEREAS, the property is described as PID 05-33-24-23-0055; and

WHEREAS, the property is zoned B-3 Business Park District; and

WHEREAS, automobile sales is a conditional use within the B-3 Business Park District; and

WHEREAS, on February 19, 2020, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on February 19, 2020, the Planning Commission unanimously recommended approval of the requested Conditional Use Permit; and

WHEREAS, the City Council of the City of St. Francis, on March 2, 2020, considered the requested Conditional Use Permit and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested Conditional Use Permit for a multi-tenant used motor vehicle business at 3950 227th Ave NW based on the following findings of fact:

1. The proposed development is consistent with the City's Comprehensive Plan.
2. The proposed development is compatible with the present and future land uses of the area.
3. The proposed use conforms with all performance standards contained in this Ordinance.
4. The proposed streets can be accommodated with existing public services and will not overburden the City's service capacity.
5. The proposed streets will meet the needs of the traffic generated by the CUP.

BE IT FURTHER RESOLVED that approval of the Conditional Use Permit for a multi-tenant used motor vehicle business at 3950 227th Ave NW shall be subject to the following conditions:

1. All vehicle dealers on the property shall have a valid MN Used Vehicle Dealer License.
2. All parking spaces provided for the proposed use shall be on improved surfaces within the property.
3. The existing parking lot shall be striped according to Code Section 10-19-8D.
4. No fewer than 5 parking spaces per tenant shall be provided. These spaces shall include at least 1 space for the tenant, at least 1 space for customers, and spaces for vehicle display/inventory.
5. The number of tenant and customer parking spaces provided shall meet or exceed the City's parking requirements for automobile sales as established in Code Section 10-19-9.
6. Parking stalls shall be identified in the parking lot by dealer as "customer parking," "dealer parking," and "display parking."
7. No automobile repair or service is permitted on the site.
8. Wrecked cars shall not be allowed on-site.
9. All cars parked on the property shall be licensed and registered.
10. Phase 2 shall require an administrative site plan. A wetland delineation is needed to complete this site plan.
11. Applicant shall comply with all comments from Anoka County regarding access onto 227th Ave NW.
12. The applicant shall provide legal proof of ownership of the property.
13. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for the site.
14. The applicant is responsible for all fees related to the review of this application.
15. All fees and financial obligations shall be received by the City prior to the releasing of the Conditional Use Permit for recording.
16. The applicant shall record the Conditional Use Permit with the County Recorder.

Approved and adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated

EXHIBIT A

<To be inserted>

(Reserved for Recording Data)

CITY OF ST. FRANCIS
ANOKA COUNTY, MINNESOTA

CONDITIONAL USE PERMIT AT 3950 227th AVE NW

1. **PERMIT.** Subject to the terms and conditions set forth herein, the CITY OF ST. FRANCIS hereby grants a Conditional Use Permit to allow the following: multi-tenant used motor vehicle business.
2. **PROPERTY.** This Conditional Use Permit is for the following described property in the City of St. Francis, Anoka County, Minnesota:

<To be inserted>
3. **CONDITIONS.** This Conditional Use Permit is issued subject to construction in accordance with the approved plans submitted with the application and the following conditions:
 1. All vehicle dealers on the property shall have a valid MN Used Vehicle Dealer License.
 2. All parking spaces provided for the proposed use shall be on improved surfaces within the property.
 3. The existing parking lot shall be striped according to Code Section 10-19-8D.
 4. No fewer than 5 parking spaces per tenant shall be provided. These spaces shall include at least 1 space for the tenant, at least 1 space for customers, and spaces for vehicle display/inventory.
 5. The number of tenant and customer parking spaces provided shall meet or exceed the City's parking requirements for automobile sales as established in Code Section 10-19-9.
 6. Parking stalls shall be identified in the parking lot by dealer as "customer parking," "dealer parking," and "display parking."
 7. No automobile repair or service is permitted on the site.
 8. Wrecked cars shall not be allowed on-site.

9. All cars parked on the property to be sold shall be licensed and registered.
 10. Phase 2 shall require an administrative site plan. A wetland delineation is needed to complete this site plan.
 11. Applicant shall comply with all comments from Anoka County regarding access onto 227th Ave NW.
-
4. **TERMINATION OF PERMIT.** The City may revoke the permit following a public hearing for violation for the terms of this permit.
 5. **LAPSE.** If within one (1) year of the issuance of this Conditional Use Permit the allowed construction has not been completed, this permit shall lapse.
 6. **CRIMINAL PENALTY.** Both the owner and any occupant of the subject property are responsible for compliance with this Conditional Use Permit. Violation of the terms of this Conditional Use Permit is a criminal misdemeanor.
 7. **RECORDING.** This Conditional Use Permit shall be recorded by the City against the title to the Property.

Dated: March 2, 2020.

CITY OF ST. FRANCIS

BY: _____

Steven D. Feldman, Mayor

(SEAL)

AND _____

Joe Kohlmann, City Administrator

STATE OF MINNESOTA)

: ss

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 2nd day of March, 2020, by **Steven D. Feldman**, Mayor, and by **Joe Kohlmann**, City Administrator, of the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

[Notary Seal]

City of St. Francis Planning Commission Agenda Item
Executive Summary

Title of Item: **Motor Vehicle Sales CUP:** A request from John Buzick to allow a multi-tenant motor vehicle sales business at 3950 227th Ave NW; PID: 05-33-24-23-0055.

Meeting Date: 2-19-20

Staff Reporting: Beth Richmond, City Planner

Summary: The applicant is seeking a Conditional Use Permit (CUP) to allow a multi-tenant used motor vehicle sales business on the property located at 3950 227th Ave NW. The applicant has proposed 2 phases for the project. Phase 1 would include interior alterations to the existing building. Phase 2 would include additional interior alterations as well as the creation of a parking lot in the rear of the building.

Recommendations: Staff recommends approval of the CUP to allow a multi-tenant cooperative used motor vehicle sales business at 3950 227th Ave NW subject to conditions.

Suggested conditions and findings of fact can be found on page 5.

List of Attachments: A) Staff Report
B) Applicant's Submittals

City of St. Francis Planning Department
3950 227th Ave NW Used Motor Vehicle Sales CUP Review

To: Planning Commission
From: Beth Richmond, City Planner
Meeting Date: 2-19-20
Applicant(s): John Buzick
Location: 3950 227th Ave NW

Introductory Information

<i>Request:</i>	The applicant is seeking a Conditional Use Permit (CUP) to allow a multi-tenant cooperative used motor vehicle sales business on the 5.8-acre property located at 3950 227 th Ave NW (PID 05-33-24-23-0055).
<i>Background:</i>	The applicant is requesting to create a multi-tenant cooperative used motor vehicle sales business between Highway 47 and Rum River Blvd NW. This business consists of tenant vehicle dealers located within the same building. A majority of the vehicle sales for these dealers are completed online. The State of Minnesota requires used car dealers to be located in a commercial space. The applicant is proposing to modify the existing building to create individual office spaces for each tenant. Parking spaces for each tenant would be provided, including parking for the dealer, customer(s), and inventory. This project is proposed to be completed in two phases. The first phase will include modifications to the interior of the existing structure to create office space for up to 11 tenant dealers. The second phase is proposed to include the creation of additional parking in the rear of the structure and will create office space for up to 15 dealers within the existing building.

Application Review

<i>Existing Site Character:</i>	• The site currently consists of relatively flat land, most of which is woodland and wetland. • An existing farm supply store is located in the northwest corner of the site. • A parking lot exists to the north and east of the existing building. A rounded driveway exists in this area to provide access between the loading area in the rear of the building and CSAH 24. • Residential properties are located to the east of the property. The areas of the property proposed for development are screened from
--	--

Comprehensive Plan Consistency:	view of the residential areas by vegetation and wetlands. • The property is guided for commercial use by the 2030 Comprehensive Plan. • The commercial land use category is broad and includes office, showroom, and auto sales and service. • The proposed use of online automobile sales is consistent with the Comprehensive Plan.
Zoning:	• The site is zoned B-3 Business Park. This district is intended to provide for a mix of compatible commercial and light industrial uses. • Automobile sales are classified as conditional uses in the B-3 district.
Compatibility:	• The property currently serves as a farm supply store. • No exterior changes to the building footprint and existing parking lot are planned for Phase 1 of the proposed project. • The addition of the exterior parking lot proposed in Phase 2 will be in the rear of the property, which is screened from surrounding properties by vegetation.
Traffic:	• The proposed project will not significantly increase traffic volumes beyond that which were currently occurring on-site and which were anticipated with the guided land use for the area. • The property is located on CSAH 24. The application has been submitted for review and comment by the Anoka County Highway Department.
Parking Facilities:	• 5 parking spaces are required for each tenant dealer by the State of Minnesota. This includes spaces for the dealer, customer(s), and vehicle inventory. • The existing parking lot consists of 46 spaces. An additional 10 spaces are available in the existing unheated garage. • No changes to the parking facilities are proposed as part of Phase 1. If approved, the applicant would be expected to appropriately maintain the existing parking lot and keep it in good condition as required in Code Section 10-19-8G. • The applicant is proposing to add an additional 22 parking spaces in a parking lot at the rear of the building as Phase 2. This parking lot will be created by squaring off the existing driveway along the west side and rear of the building and paving the area between the driveway and the building. This is an addition of roughly 1,200 sq. ft. of pavement on the site. • The new parking lot will be required to meet all design standards listed in Code Section 10-19-8, including curbing and striping.

Hours of Operation:	- The parking opportunities provided are expected to meet all needs for the site. - As a condition of approval, the existing parking lot should be striped according to Code Section 10-19-8D. Stalls for tenant and customer use should be identified. - Each tenant is required to hold office hours for a minimum of 4 hours one day per week by the State of Minnesota. - The Planning Commission may choose to limit the hours of operation for the proposed use. The applicant has stated that the facility will generally be open during normal business hours.
Wetlands:	- Wetlands make up roughly 2 acres of the site. - As part of Phase 2, a wetland delineation would be required to determine the exact location of the wetlands on-site to ensure that the proposed parking lot does not encroach within the required wetland buffer.
Resident Concerns:	Staff has not received any other public feedback regarding the proposed CUP.
Other Permits:	All necessary permits must be provided to the City (MPCA, NPDES, MDH, DNR Appropriation, etc.).

Conclusion	
CUP Review Criteria:	Per section 10-6-3, the granting of a CUP shall be judged based upon the following factors: A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan. B. The proposed use is or will be compatible with the present and future land uses of the area. C. The proposed use conforms with all performance standards contained in this Ordinance. D. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity. E. Traffic generation by the proposed use is within capabilities of streets serving the property.
Staff Recommendation:	The applicant is seeking approval for a CUP to allow a multi-tenant cooperative motor vehicle sales business on the property located at 3950 227th Ave NW. <u>Staff Recommendations:</u> Approval of the CUP for the multi-tenant cooperative used

	motor vehicle sales business subject to conditions listed on page 5.
Commission Options:	The Planning Commission has the following options: A) RECOMMEND APPROVAL B) RECOMMEND DENIAL C) TABLE THE APPLICATION and request additional information • The 60-day review period for this application ends on March 13, 2020.
Suggested Findings of Fact:	1. The proposed development is consistent with the City's comprehensive plan. 2. The proposed development is compatible with the present and future land uses of the area. 3. The proposed use conforms with all performance standards contained in this Ordinance. 4. The proposed streets can be accommodated with existing public services and will not overburden the City's service capacity. 5. The proposed streets will meet the needs of the traffic generated by the CUP.
Recommended Conditions:	1. The existing parking lot shall be striped according to Code Section 10-19-8D. 2. All parking spaces provided for the proposed use shall be on improved surfaces within the property. 3. No fewer than 5 parking spaces per tenant shall be provided and identified. These spaces shall include spaces for the tenant, customer(s), and vehicle inventory. 4. Phase 2 shall require an administrative site plan. A wetland delineation is needed to complete this site plan. 5. The applicant is responsible for all fees related to the review of this application.

Request for Conditional Use Permit
City of St. Francis

St. Francis Small Business and Entrepreneur Incubator / Multi-Tenant Pre-Owned Motor Vehicle sales, service and repair facility

We are purchasing the multi-tenant property located at 3950 227th Ave NW, St. Francis to add to our other successful Small Business and Entrepreneur Incubators currently located within the cities of Elk River, Cambridge, Ramsey, Andover, Rockford, Zimmerman, Ham Lake, Forest Lake and Lake St Croix Beach. We have great demand to provide opportunities for hard working and passionate entrepreneurs who desire to locate their business's in the St. Francis, MN community and desire to provide this new business development opportunity.

We propose to add conforming opportunities for up to 15 Motor Vehicle Licensed Dealers. The facility will consist of separate MV Dealer offices each with a private entrance to be used for sales, administration, storage of records as well as parking for 5 vehicles, providing for the parking requirements of the owner, customer and showing inventory within the total of five spaces per Dealer. Customarily our Tenants on average use minimal inventory parking on a daily basis. Each and every Tenant Dealer is required to carry a \$50,000 performance bond, full business & liability insurance and must execute a formal written lease prior to occupancy. These entrepreneur small business owner Tenants are very committed, and required, to operate their business's in a professional and consumer centric manner!

Currently at 3950 227th Ave there exists 55 hard surface available parking stalls which provides for the parking requirements of our phase one Tenant total of 11 tenant dealers. Phase two will require some parking lot fill-in expansion to square off as well as infill the existing hard bituminous drive surface currently existing extending around the rear drive lane of the property. This infill and squaring off will provide 20 more parking stalls and accommodate the Phase two growth of up to 4 additional tenant dealers.

Our Small Business and Entrepreneur Incubator provides employment as well as business experience to many new business owner operators in a high-quality professional environment. We have a stellar track record at our other 11 current locations that speaks to the quality and professional management of our facilities and contributes to the economic growth and wellbeing of the communities served by these incubators.

Thank you for considering our proposed new SB&E Incubator and I am very much looking forward to bringing this project forward in the City of St. Francis!

Sincerely

John Buzick
Chief Manager

City of St. Francis CUP – Questionnaire Answers

1. Existing use of property

Martie's Farm Supply

2. Description of proposed use of the property that requires the application for a CUP or IUP?

a. The situation on the site which necessitates the request for the CUP or IUP Automobile Sales listed as a Conditional Use in the B-3 Zoning District.

b. Hours of operation, including dates, times (if applicable)

Each tenant dealer will have posted office hours of a minimum of 4 hours one day per week. Facility is open generally normal business hours as may be necessary to the tenants from time to time.

c. Duration of the proposed use

Ongoing

d. Date or event that will terminate the use

N/A

3. Type of Conditional or Interim use permit requested?

CUP for Automotive Sales/Service

4. Describe how you believe the requested CUP or IUP Use fits the City's Comprehensive plan.

Consistent with the neighboring use at St. Francis Auto Parts (exact same use, with 7 dealer tenants) and provides for economic business growth within the City.

5. Describe any physical or hydraulic impacts this project will have on water resources. Will the project involve the alteration of any surface water?

None

6. Provide an estimate of the acreage to be graded or excavated and the amount of soil to be moved. Describe any steep slopes or highly erodible soils and what measures will be used to minimize erosion.

Minimal as the only paving (Phase2) is infill from the drive to the building and squaring off to the outside, total new asphalt is approximately 1200 sq ft.

7. Is this project in proximity to designated parks, trails recreation areas, wildlife preserves or other unique resources?

No

8. Provide any additional information that would be helpful for the Planning Commission when reviewing this application.

See narrative attachment and identical adjacent neighboring use for Coop dealer tenants at St. Francis Auto Parts property.

9. Does the request meet the criteria necessary to grant approval? (refer to the City Code)

Yes

[illegible][illegible]

CONSTRUCTION KEY	
	EXISTING CONSTRUCTION TO REMAIN
	NEW CONSTRUCTION/SEE NOTE/TYPED
	EXISTING CONSTRUCTION TO BE REMOVED

DRAWING INDEX

G1	GENERAL NOTES CODE AFTER CONSTRUCTION KEY DRAWING BOOK NUMBER MAP, BEDDING RESTROOM ELEVATION ROOM FROM TO SCALE
A1	CITY PLAN
A2	CONSTRUCTION PLAN (SOLUTION NOTES)
A3	FLOOR PLAN CONSTRUCTION NOTES WALL TIME
A4	REFLECTS CEILING PLAN



**USED CAR
BUSINESS**
3950 227TH AVENUE NW
SAINT FRANCIS, MN 55070

DUAN

DUAN CORPORATION
"THE FUTURE OF THE FUTURE OF THE FUTURE"
P.O. BOX 1000
MINNEAPOLIS, MN 55401

I HEREBY CERTIFY THAT THIS FIRM, SPECIFICATION OR
RECORD OF FIRM, IDENTIFIED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A QUALY LICENSED
ARCHITECT UNDER THE LAWS OF THE STATE OF
MINNESOTA.

[Signature]

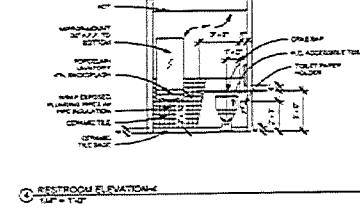
SEAL/TYPE
NAME: FRANK DUAN
DATE: 1/1/81
FIRM: FRANK DUAN, INC.

CDIAL NO	CDIN
CDALZ	
CDATC	USDC
CDAPP	FG
CDAGG	FG

CD

G1

© QUAL CORPORATION 2005



3950 227TH AVENUE NW
SAINT FRANCIS, MN 55070

[illegible]

DUAN

DUAL CORPORATION

THE JOURNAL OF THE

I HEREBY CERTIFY THAT THE PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MISSISSIPPI.

SCAR TUFF
NAME: FRANKIE DUBBY
DATE: 1/10/00
ACTING NAME: SCAR

FLOOR PLAN,
CONSTRUCTION
NOTES, WALL TYPE

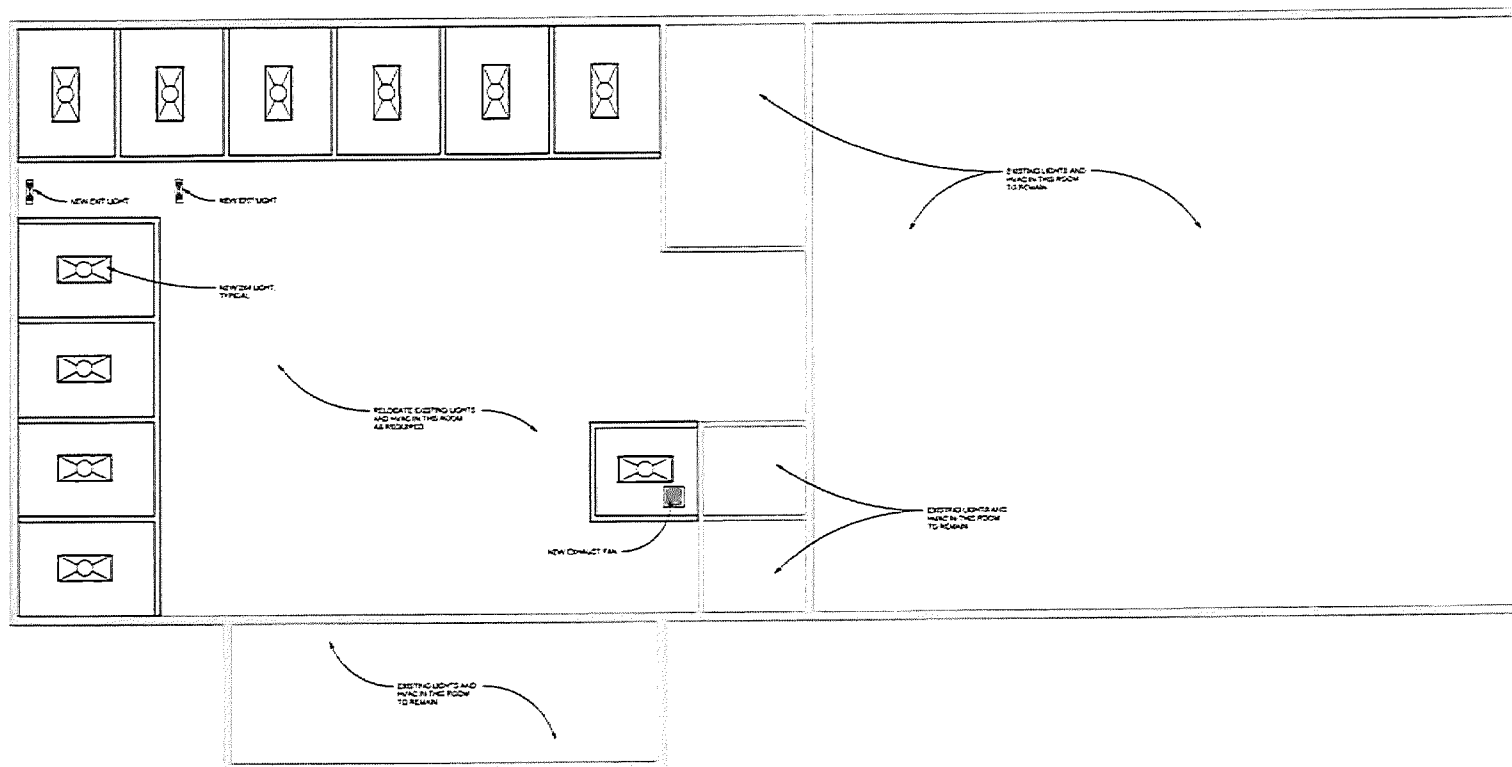
DONOR NO.	
NAME	
DATE	
ORGAN	
ORGANOID	

CD

A3

JOHN GARGENTI, III

3950 227TH AVENUE NW
SAINT FRANCIS, MN 55070



① REFLECTED CEILING PLAN
1/4" = 1'-0"

△
△
△
△
△
△
△

REVISION HISTORY - THIS SHEET

DEAN CORPORATION
10000 DEAN ROAD, SUITE 100
DALLAS, TEXAS 75243

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE
NAME FRANK CLARK
CITY, MOBILE
ADDRESS 14000 10TH AVE

REFLECTED CEILING
PLAN

CHARGE NO	123
SCALE	
DATE	10/10/77
STATION	1
CHECKED	1

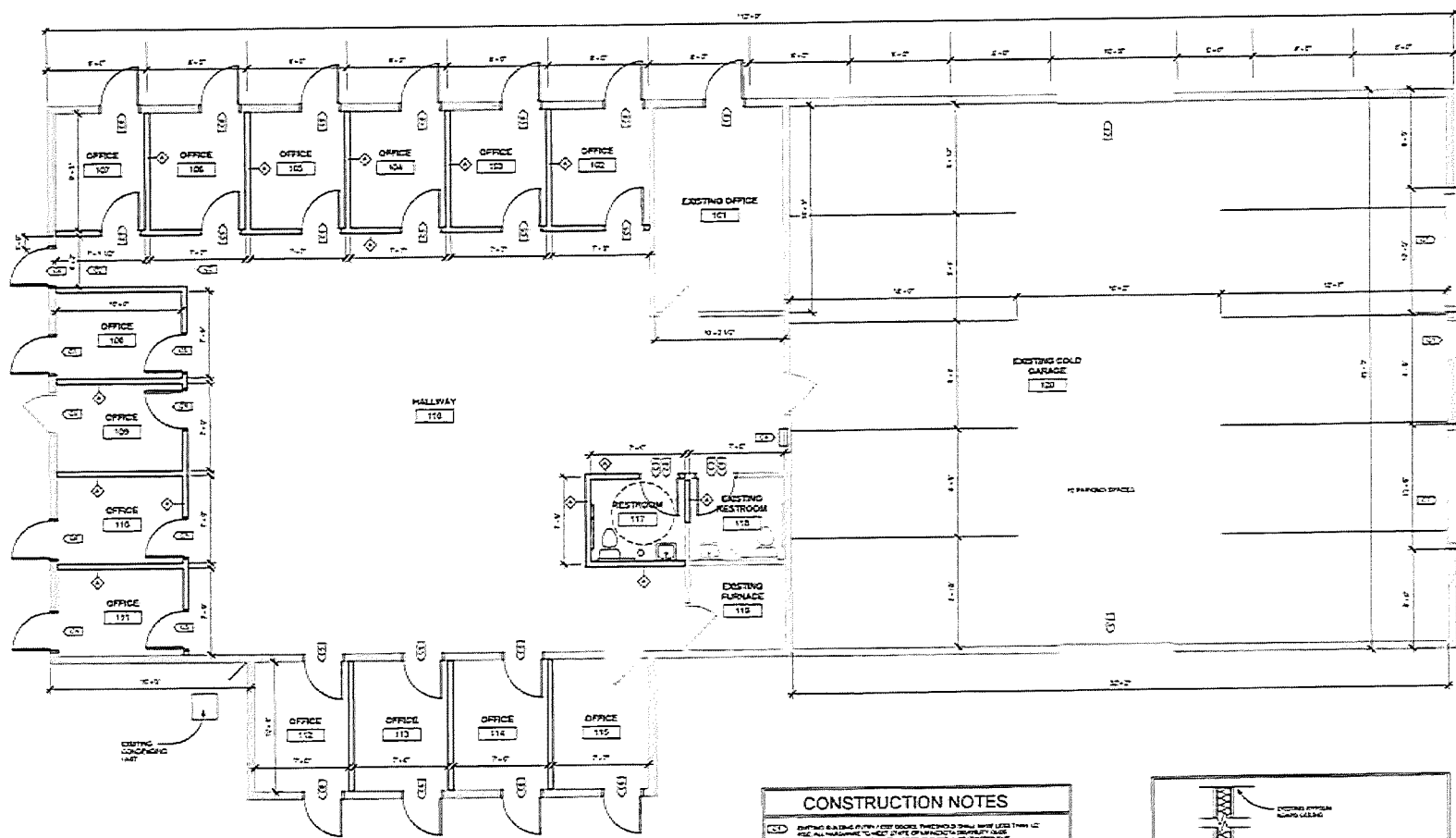
CD

A4

(L) DUMM CORPORATION 2022

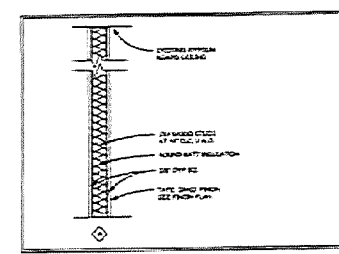
USED CAR BUSINESS

3950 22TH AVENUE NW
SAINT FRANCIS, MN 55070



(PHASE 2)

- ### CONSTRUCTION NOTES
1. EXISTING BUILDING FLOOR / CEILING FINISHES SHALL BE LEFT IN PLACE. ALL FINISHES TO BE REMOVED SHALL BE INDICATED BY DASHED LINES. REMOVAL OF FINISHES SHALL BE DONE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
 2. PROVIDE ELABORATED DET. SIGN AND EXTERIOR LIGHTING PER CODE. VERIFY THE LOCATION WITH THE OWNER.
 3. PROVIDE NEW COMPLAINT RESTROOM SEATING.
 4. PROVIDE NEW COMPLAINT WITH RECESSED CHAIRS.
 5. PROVIDE AND INSTALL NEW 1" x 1" x 1" EXTERIOR LIGHTING AND NEW DOOR WITH NEW FRAME. PROVIDE NEW GLASS AND LEAD GLASS WITH NEW FRAME. PROVIDE NEW GLASS AND LEAD GLASS WITH NEW FRAME. PROVIDE NEW GLASS AND LEAD GLASS WITH NEW FRAME.
 6. EXISTING GARAGE DOOR TO REMAIN.
 7. REMOVE EXISTING RESTROOM DOOR.



REVISION HISTORY - THIS SHEET

NO.	DESCRIPTION

DUAN
DUAN CORPORATION
1000 1ST AVENUE NW
ST. PAUL, MN 55102

DESIGNED BY: *[Signature]*
NAME: FRANK DUAN
DATE: 10/00
PROJECT NUMBER: 2000

FLOOR PLAN, CONSTRUCTION NOTES, WALL TYPE

CONV. NO.	10-00
SCALE	1/8" = 1'-0"
DATE	10/00
DESIGNED BY	CD
CHECKED BY	FD
CD	
(PHASE 2)	

A3

DUAN CORPORATION

TO: Joe Kohlmann, City Administrator

FROM: Beth Richmond, City Planner

SUBJECT: Siwek Park

DATE: February 21, 2020

OVERVIEW:

At the City Council Work Session on January 15, 2020, Councilmembers discussed a concept plan for a neighborhood park within the boundaries of the Rivers Edge development (now called Siwek Park). 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. These plans would be provided to Council for approval prior to soliciting bids.

The initial Siwek Park concept plan provided to the Council in January 2020 determined an estimated project cost of \$521,721.00. In the interest of efficiently using the City's financial resources, Staff would like to pursue an outdoor recreation grant from the DNR to be used to help cover the costs of park construction. This grant is intended to be used to "increase and enhance outdoor recreation facilities in local and community parks throughout the state." 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.

ACTION TO BE CONSIDERED:

Consider adopting Resolution 2020-18 a Resolution Ordering Preparation of Plans and Specifications.

Consider adopting Resolution 2020-19 a Resolution Supporting the Submittal of an Outdoor Recreation Grant Application.

BUDGET IMPLICATION:

Plans and specifications, including the creation of the outdoor recreation grant application, will be prepared by HKGI and Hakanson Anderson Associates, Inc. for a cost of \$59,400.00.

ATTACHMENTS:

1. Resolution 2020-18 – Resolution Ordering Preparation of Plans and Specifications for Siwek Park Construction Project.
2. Resolution 2020-19 – Resolution Supporting the Submittal of an Outdoor Recreation Grant
3. Siwek Park – Design Services Proposal

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

RESOLUTION 2020-18

RESOLUTION ORDERING PREPARATION OF PLANS AND SPECIFICATIONS

WHEREAS, the City Council discussed the development of a neighborhood park within the boundaries of the Rivers Edge Development (Siwek Park) at their January 15, 2020 Work Session; and

WHEREAS, the Council has directed Staff to move forward with the planning process for the park.

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

1. Hoisington Kogler Group, Inc. and Hakanson Anderson Associates, Inc. are hereby designated as the City Planner and City Engineer, respectively for this improvement, and are hereby directed and authorized to prepare plans and specifications for the making of such improvement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF MARCH, 2020.

APPROVED:

Steven D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

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

RESOLUTION 2020-19

A RESOLUTION SUPPORTING THE SUBMITTAL OF AN OUTDOOR RECREATION GRANT
APPLICATION

BE IT RESOLVED that the City of St. Francis act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on March 27, 2020 and that Hoisington Koegler Group, Inc. (HKGi) is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of St. Francis.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and certifies it will report any actual, potential, perceived or organizational conflicts of interest upon discovery to the related to the application or a grant award to the State.

BE IT FURTHER RESOLVED that the City of St. Francis has the legal authority to apply for financial assistance, and financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of St. Francis has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of St. Francis has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of St. Francis may enter into an agreement with the State for the above-referenced project, and that the City of St. Francis certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that Joe Kohlmann (City Administrator) is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of St. Francis on the 2nd day of March, 2020.

Signed: Steven D. Feldman, Mayor

Attest: Barbara I. Held, City Clerk

Dated



Creating Places that Enrich People's Lives

February 21, 2020

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

Re: Rivers Edge Neighborhood Park - Design Services Proposal

Dear Joe,

HKGi is pleased to submit the following design services proposal to support the City in the evolution of the new neighborhood park within the River's Edge development. HKGi will lead the park design and will be supported by Hakanson Anderson for tasks related to surveying, civil engineering, project staking, and coordination of soil borings. The project scope includes additional design time to build upon the recently approved concept plan and to support the identification of the phase one project elements. Following the agreed upon scope of the phase one improvements, our team will proceed with the preparation of construction plans and details, and general and technical specifications. Our team will coordinate the bidding process by posting plans online, answering bidders questions, formulating the recommendation of a qualified contractor, and will support the administration of the construction to ensure that phase one of the park is built in compliance with the design plans and specifications.

The initial design tasks will focus on finalizing the long term master plan for the park and will include the coordination of playground design options with qualified playground manufacturers, play container design, conceptual park grading, bituminous trails, basketball court, small parking lot, and potentially site lighting at the parking lot and potentially at the trails. Additionally, the process will explore the potential integration of a future skate park feature. A cost analysis will be completed to support the final park master plan, and to identify the logical phasing of the improvements. Phasing will be recommended based on available funding and will attempt to minimize disturbance to the park with future phases.

I. Project Startup

The HKGi Team will conduct a project startup phase to organize the effort, develop base map materials, and conduct a kickoff meeting with staff to discuss project goals and objectives, schedules, communication expectations and project outcomes. The kickoff meeting will also provide the opportunity to discuss and confirm the available funding for the project. A site tour with staff is also proposed as a follow up to the kickoff meeting (weather permitting). The following tasks will be completed during the Project Startup phase of the work:

- A. Develop site topographical survey
- B. Develop base maps.
- C. Conduct site tour and photo inventory.
- D. Organize and conduct Kickoff Meeting with staff (meeting #1)
- E. Coordinate soil borings to support anticipated park elements (trails, BB court, parking lot)
- F. Prepare DNR Outdoor Recreation Grant application

II. Preliminary Design (Spring 2020)

Upon completion of the project startup, the HKGi Team will develop conceptual design alternatives for the identified project features and will incorporate the ideas into preliminary plans and sketches. The following tasks will be completed during the Preliminary Design phase of the work:

- A. Layout and design options for the park elements; playground, shelter, trails, basketball court, future skate park feature and the small parking lot.
- B. Meet with staff to review and take input on the design options and related costs (meeting #2).
- C. Summarize input on the design alternatives.
- D. Develop a preferred design alternative based on staff input. Prepare a Draft Park Master Plan exhibit and presentation graphics to support the preferred design direction.
- E. Utilize 3-D modeling software to develop a “walkable” representation of the park and the proposed park improvements to better convey how the park will look and feel once the improvements are completed.
- F. Coordination with a qualified playground vendor that potentially utilizes the state purchasing program for the play components of the park. The design options will be integrated into the overall park design process and the implementation of the play features is anticipated to occur concurrently with the adjacent park construction.
- G. Meet with City representatives to present and review the draft design ideas and related preliminary cost estimate, receive comments and adjust design accordingly. (meeting #2)

III. Final Design (Spring/early Summer 2020)

Based on input and the related agreed upon refinements to the Preliminary Design, the HKGi Team will further develop the design for the proposed features. Final Design tasks will include developing a detailed site plan with enlarged plans to identify locations of proposed elements, construction details, materials selections, grading and drainage concepts, and planting concepts necessary to implement the approved design. The following tasks will be completed during the Final Design phase of the work:

- 1. Prepare general and technical specifications
- 2. Update preliminary cost estimate
- 3. The construction document set is anticipated to include the following:
 - i. Summary of Quantities Worksheet
 - ii. Site Materials Plan
 - iii. Planting Plan
 - iv. Sections and Elevations
 - v. Construction Details
 - vi. Technical specifications
 - vii. Final cost estimate
- 4. Review a 95% construction document progress set and updated cost estimates with staff (meeting #3)
 - a. Update construction documents based on comments received.
 - b. Prepare final bid documents, including plans, specifications, summary of quantities, and final cost estimate.

IV. Bidding Support and Construction Administration (Summer 2020)

The HKGi Team will support the bidding and construction administration needs associated with the project including the following tasks:

1. Review ad for bid and post bid documents online for bidding.
2. Attend bid opening, support the tabulation of bids, and the recommendation of a qualified bidder.
3. Provide construction observation at key project intervals.
4. Establish staking for primary park design components
5. Review submittals, shop drawings, mockups related to project design elements.
6. Coordinate required site materials testing, etc.(paid by contractor)
7. Prepare any necessary RFI and change orders.
8. Review pay requests and recommend payment amounts to the City
9. Prepare preliminary punch list.
10. Prepare final punch list and facilitate the development of project closeout documents.

Project Assumptions:

1. Structural, Electrical and Mechanical engineering will not be required as part of the design of the project elements, and if deemed necessary will be considered an additional service.
2. The project will be bid as one package and will be bid once. Additional bidding will be coordinated if deemed necessary on an hourly basis.
3. Additional meetings (Public meetings, additional staff design meetings) will be pre-approved by staff and tracked and billed hourly in addition to the proposed base fee – if required.

PROFESSIONAL FEES

Professional fees related to the above defined scope of work include all expenses and will be billed as a lump sum commensurate with the percent of work completed to date. Fee breakdown per phase of work is as follows:

Phase of Work	Fee
Project Kickoff and Base Mapping	\$1,700
Site Survey/Soil Borings	\$6,500
Grant Writing Services	\$5,000
Preliminary Design	\$12,500
Final Design	\$20,200
<u>Bidding Support and Construction Administration including staking</u>	<u>\$13,500</u>
Total Proposed Professional Fee	\$59,400*

**inclusive of expenses related to mileage and printing*

We look forward to the opportunity of helping St. Francis with such an important community project. Please call or email if you have any additional questions or need additional information. I can be reached at paul@hkgi.com or 612.940.5285.

Sincerely,



Paul Paige, RLA
President
 HKGI

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

If Council is 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 ____ OF _____, 2020.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

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

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Ordinance Amendment –City Code 7-3-6 Recreational Motor Vehicles –
2nd Reading.
DATE: March 2, 2020

OVERVIEW

On December 11, 2019 Council met during a work session to discuss the Ordinance as it relates to race tracks and residential properties. After a review of lot sizes, zoning and the issues that arise from race tracks Council requested the following changes to City Code.

Clarify a definition for racing and race tracks as they relate to property

- Include a definition for racetracks
- Include a definition for exhibition driving
 - Prima Facie means based on first impression, accepted as correct until proven otherwise

Establish an operating restriction of (7-3-6-B-, New 13 and 14)

- Lot size limit in which race tracks are permitted, being properties of 2.5 acres or greater.
- Setbacks from property lines and structures at 50 feet
- Driving expectation

Staff was requested to further research issues of noise and dust as it relates to the use of recreational vehicles.

- ✓ St. Francis City code identifies within 8-2-7 Noise violations that prohibited noises include, but not limited to *"The discharging of the exhaust or permitting the discharge of the exhaust of any statutory internal combustion engine, motor boat, motor vehicle, motorcycle, all-terrain vehicle (ATV), snowmobile, or any recreational device, except through a muffler or other device that effectively prevents loud or explosive noises therefrom and complies with all applicable state laws and regulations"*.
- ✓ Dust control and/or soil erosion is met by current city code under Stormwater, Wetland and soil codes.

Staff is confident the additional concerns can be met by current code and included reference to those codes in the Owner Responsibility section.



ITEMS TO BE DISCUSSED:

Amendment to City Code chapter 7-3-6 Recreational Motor Vehicles

TIMELINE:

Council was in agreement with the above suggested Amendments, and the following timeline will apply:

January 21st – 1st Reading

February 3rd – 2nd Reading – tabled for further review

February 18th – 2nd Reading – tabled for absent Council member

March 2nd – 2nd Reading

March 6th – Publish for Comment

April 6th - Effective

ATTACHMENTS:

City Code Chapter 7-3-6 Recreational Motor Vehicles

7-3-6. - Recreational motor vehicles (including snowmobiles).

A. *Definitions.* For the purposes of this Section, the terms defined shall have the meanings given them.

1. **Motorized Bicycle** —A bicycle with fully operable pedals which may be propelled by human power or a motor, or by both, with a motor of a capacity of less than fifty (50) cubic centimeters piston displacement, and a maximum of two break horsepower, which is capable of a maximum speed of not more than thirty (30) miles per hour on a flat surface with not more than one percent grade in any direction when the motor is engaged.
2. **All-Terrain Vehicle** or **ATV** —Trail bikes, amphibious vehicles and similar devices, other than snowmobiles, used at least partially for travel on natural terrain, but not "special mobile equipment" as defined in M.S.A. 168.011, Subd. 22, which is hereby incorporated herein by reference.
3. **Snowmobile** —A self-propelled vehicle designed for travel on snow or ice or natural terrain steered by wheels, skis or runners.
4. **Recreational Motor Vehicle** —Any self-propelled vehicle and any vehicle propelled or drawn by a self-propelled vehicle used for recreational purposes, including but not limited to a motorized bicycle, all-terrain vehicle, snowmobile, hovercraft, or motor vehicle licensed for highway operation which is being used for off-road recreational purposes.
5. **Owner** —A person, other than a lien holder, having a property interest in, or title to, a recreational motor vehicle, who is entitled to the use or possession thereof.
6. **Operate** —To ride in or on and have control of a recreational motor vehicle.
7. **Operator** —The person who operates or is in actual physical control of a recreational motor vehicle.

8. **Race Track** – A course constructed for the operation of recreational motor vehicles in a repetitive, continuous manner, including the physical alteration of natural landscaping or land contours by grading or repetitive use thereby creating jumps and banked corners in a clearly identifiable area.

9. **Exhibition Driving** - Prima facie evidence. It is prima facie evidence of exhibition driving when a motor vehicle stops, starts, accelerates, decelerates or turns at an unnecessary rate of speed so as to causes tires to squeal, gear to grind, soil to be thrown, engine backfire, fishtailing or skidding, or, as to 2- wheeled or 3-wheeled motored vehicles, the front wheel to lose contact with the ground or roadway surface.

B. *Recreational Motor Vehicle Operating Restrictions.* It is unlawful for any person to operate a recreational motor vehicle as follows:

1. On a public sidewalk or walkway provided or used for pedestrian travel.
2. On private property of another without lawful authority or written permission of the owner or occupant.
3. On any lands owned or occupied by a public body or on frozen waters, including, but not limited to, school grounds, park property, playgrounds, recreational areas, private roads, platted but unimproved roads, utility easements, public trails and golf courses. Provided, however, that the Council may, by resolution, specifically permit use on City property, in which event the shortest route to and from areas so permitted shall be used.
4. While the operator is under the influence of liquor or narcotics, or habit-forming drugs.
5. At a rate of speed greater than reasonable or proper under all of the surrounding circumstances.

6. In a careless, reckless or negligent manner so as to endanger the person or property of another or cause injury or damage thereto.
7. Towing any person or thing on a public street or highway except through the use of a rigid tow bar attached to the rear of an automobile.
8. At a speed greater than 10 miles per hour when within 100 feet of any lakeshore, except in channels, or of a fisherman, ice house, skating rink, or sliding area, nor where the operation would conflict with the lawful use of property or would endanger other persons or property.
9. In a manner so as to create a loud, unnecessary or unusual noise which disturbs, annoys or interferes with the peace and quiet of other persons.
10. Chasing, running over, or killing any animal, wild or domestic.
11. During the hours between 11:00 PM of one day and 7:00 AM of the next following on Sundays through Thursdays, and during the hours of 1:00 AM and 7:00 AM on Fridays and Saturdays, except that during such hours a recreational motor vehicle, if otherwise lawfully operated, may be operated on a public street.
12. Except as permitted in Subdivision 4, in the area marked as a restricted area legally described as shown in Exhibit A.

13. On a racetrack or exhibition driving on properties less than two and a half (2.5) acres in size and within fifty (50) of either a property line or structure

14. To drive or operate any motorized vehicle on a public street or highway, alley, parking lot, or other public or private property, in such a manner as to exhibit exhibition driving or operation. This section shall not apply to driving conduct during an emergency which requires such operation to prevent injury to persons or damage to property or to legally sanctioned operation.

C. *Owner Responsibility.*

1. It is unlawful for the owner of any recreational motor vehicle to permit its operation on private property without the written permission of the owner or occupant, on City property without the written permission of the Council, or on other public property without the written permission of the body in charge thereof.
2. Every person leaving a recreational motor vehicle in a public place shall lock the ignition, remove the key and take the same with him.

3. To operate in a manner in which does not create Noise Violations as identified in Chapter 8, Section 2.

4. To operate in a manner in which the use does not impact wetlands, alter the natural vegetation or topography within the Rum River Management District, create erosion or uncontrolled sedimentation of soil as identified within City Code.

D. *Additional Snowmobile Operating Regulations.*

1. It is unlawful for any person to operate a snowmobile upon the roadway, shoulder or inside bank or slope of any street or highway except as permitted in this Subdivision. Operation in the ditch or on the outside bank within the right-of-way of any street or highway except interstate highways or freeways and excluding the restricted area as noted in Exhibit A, is permitted in conformance with State law and the City Code, unless the roadway directly abuts a public sidewalk or walkway or property used for private purposes. Between the hours of one-half hour after sunset to one-half hour before sunrise, any operation may only be on the right-hand side of such street or highway and in the same direction as the highway traffic on the nearest lane of the roadway adjacent thereto. For local access to trails located outside the City of St. Francis,

snowmobiles displaying a City-issued local access sticker may travel on the right hand side of local streets on the paved surface within the curb line for urban streets and between the shoulder points for roads that are not paved or do not have curb, or in ditches on a County or State road if available, from the operator's primary place of residence to the nearest trail access outside of St. Francis via the most direct route exclusively within the designated zone including the place of residence. Travel for local access shall be at a rate not to exceed twenty (20) miles per hour. Any return trip must occur in the same manner. Snowmobiles must travel single file in this instance. Snowmobiles may not park in any restricted area except at the owner's premises. Individuals with a local access sticker may not operate their snowmobiles in any restricted area outside their designated zone or in a location that is not the most direct route between residence and trail exclusively within their designated zone. Individuals may not operate on the private property of another without permission within the restricted zone. Individuals may operate on their own private property within the restricted zone subject to all other restrictions in City Code or State law. Notwithstanding any language in Section 7-3-7.D.1 to the contrary, two-way snowmobile operation shall be permitted in the western ditch or on the outside bank within the western right-of-way of State Highway 47 at any time and without a City-issued local access sticker, subject to all other provisions of the City Code or State law, and all conditions imposed by the Commissioner of Transportation or the local road authority. Travel upon any City pathway or sidewalk is strictly prohibited.

2. A snowmobile may make a direct crossing of a street or highway except an interstate highway or freeway, provided:
 - a. The crossing is made at an angle of approximately ninety (90) degrees to the direction of the street or highway and at a place where no obstruction prevents a quick and safe crossing.
 - b. The snowmobile is brought to a complete stop before crossing the shoulder or main traveled way of the highway.
 - c. The driver yields the right-of-way to all oncoming traffic which constitutes an immediate hazard.
 - d. In crossing a divided street or highway, the crossing is made only at an intersection of such street or highway with another public street or highway.
 - e. If the crossing is made between the hours of one-half ($\frac{1}{2}$) hour after sunset to one-half ($\frac{1}{2}$) hour before sunrise or in conditions of reduced visibility, only if both front and rear lights are on.
3. No snowmobile shall enter any uncontrolled intersection without making a complete stop. The operator shall then yield the right-of-way to any vehicles or pedestrians which constitute an immediate hazard.
4. Notwithstanding any prohibition in this Section, a snowmobile may be operated on a public thoroughfare in an emergency during the period of time when, and at locations where, snow upon the roadway renders travel by automobile impractical.
5. No person under fourteen (14) years of age shall operate on streets or highways or make a direct crossing of a street or highway as the operator of a snowmobile. A person fourteen (14) years of age or older, but less than eighteen (18) years of age, may operate a snowmobile on streets or highways as permitted under this Section and make a direct crossing thereof only if he has in his immediate possession a valid snowmobile safety certificate issued by the Commissioner of Conservations as provided by Minnesota Statutes 1969, Section 84.86. It is unlawful for the owner of a snowmobile to permit the snowmobile to be operated contrary to the provisions of this Subparagraph.
6. City Issued Local Access Stickers. St. Francis residents living within the designated zones included in Exhibit A who choose to have local access to trails outside the City of St. Francis shall obtain and display a local access sticker in a highly visible location on both sides of the hood of the snowmobile. Local access stickers shall be obtained from the City on an annual

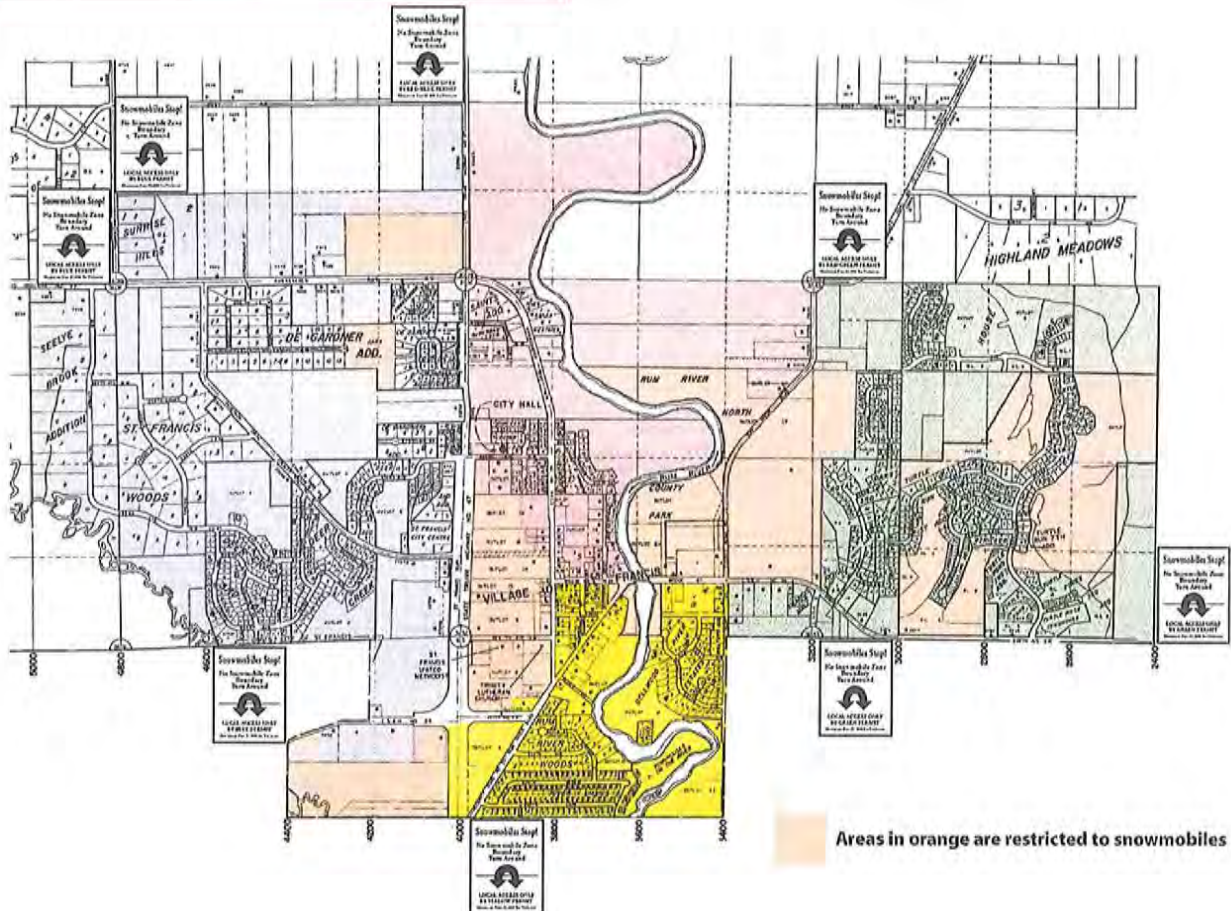
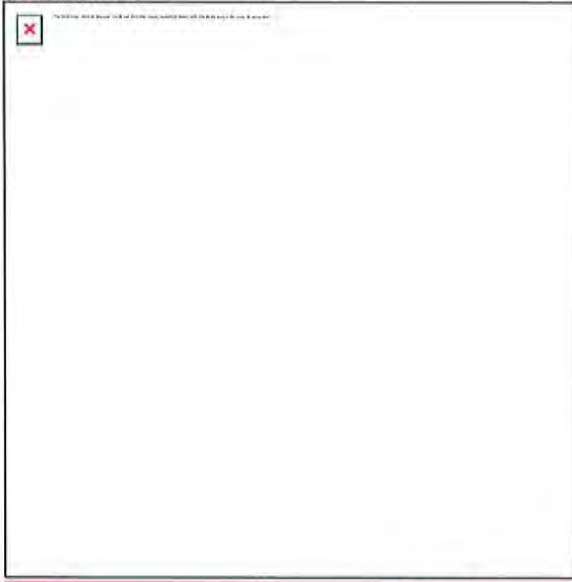
basis and for the fee set by City Council resolution. The City may require each applicant to submit information stating their designated residence for purposes of this Ordinance and the most direct route exclusively within the designated zone including the applicant's place of residence.

E. *Golf Carts*. Notwithstanding anything herein to the contrary, a person may operate a Golf Cart on certain designated City streets, subject to the following:

1. For purposes of this subdivision, the term "Golf Cart" shall mean an electric-powered recreational motor vehicle that has four wheels, a speed attainable in one mile of at least twenty (20) miles per hour but not more than twenty-five (25) miles per hour on a paved level surface, is designed for use on golf courses as a means of transporting golfers and golf equipment and is permitted on the Ponds Golf Course.
2. Golf Carts shall be limited to City streets in an area immediately surrounding the Ponds Golf Course using 237th Avenue as the northern boundary, 230th Avenue as the southern boundary, the 2400 block as the eastern boundary, and the 3000 block as the western boundary.
3. St. Francis residents who live within the designated zone must apply for and obtain a permit from the City of St. Francis prior to the operation of a Golf Cart on City streets. The permit application shall include the name and street address of the owner, the vehicle identification number of the Golf Cart, and evidence of liability insurance in amounts required by state law. Permits shall be obtained from the City on an annual basis and for the fee set by City Council resolution. Individuals must comply with all permit requirements and the requirements of this subdivision. The City may revoke any permit for failure to comply with all permit requirements and the requirements of this subdivision.
4. The following rules shall apply at all times a Golf Cart is being operated on a City street:
 - a. Golf Carts may be operated for the sole purpose of traveling to and from the Ponds Golf Course and operators must use the shortest available route to and from the Ponds Golf Course.
 - b. The operator must follow all laws and regulations otherwise applicable to motor vehicles.
 - c. Operators must be age sixteen (16) or older and possess a valid driver's license.
 - d. Golf Carts may only be operated between the hours of sunrise and sunset.
 - e. Golf Carts must display the slow-moving vehicle emblem provided for in Minnesota Statute Section 169.522.
 - f. The operator and all passengers must be seated at all times.
 - g. All items being carried on the Golf Cart must be securely fastened.

(City Code, eff. 6-1-1990; Ord. 83, SS, eff. 4-19-2004; Ord. 119, SS, eff. 4-21-2008; Ord. 135, SS, 11-2-2009)

Exhibit A



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

91

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: **Summary Publication for Ord. 261, SS – Recreational Motor Vehicles
(Including Snowmobiles)**
DATE: March 2, 2020

OVERVIEW:

Due to the lengthy nature of the Ordinance No. 261, Second Series a summary of the ordinance has been prepared for publication. As stated in Resolution 2020-07 a copy of the changes are available at city hall for review. This is allowed by State Statute and reduces the publication cost. This ordinance amendment will take effect 30 days after publication of the attached resolution.

ACTION TO BE CONSIDERED:

Adopt Resolution 2020-07 A Resolution Authorizing the Summary Publication of Ordinance 261, Second Series.

BUDGET IMPLICATION:

Cost savings by not publishing the entire ordinance.

Attachments: Resolution 2020-07

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

RESOLUTION 2020-07

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF
ORDINANCE 261, SECOND SERIES AMENDING CHAPTER SECTION 7-3-6 OF
THE CITY CODE REGARDING RECREATIONAL MOTOR VEHICLES (INCLUDING
SNOWMOBILES) FOR THE CITY OF ST. FRANCIS**

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 2610, Second Series will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance 261, Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 261, SECOND SERIES

Section 1. The St. Francis City Code is hereby amended to include the following ordinance summarized below:

7-3-6. - Recreational motor vehicles (including snowmobiles).

A. *Definitions.* For the purposes of this Section, the terms defined shall have the meanings given them.

8. Race Track – A course constructed for the operation of recreational motor vehicles in a repetitive, continuous manner, including the physical alteration of natural landscaping or land contours by grading or repetitive use thereby creating jumps and banked corners in a clearly identifiable area.

9. Exhibition Driving - Prima facie evidence. It is prima facie evidence of exhibition driving when a motor vehicle stops, starts, accelerates, decelerates or turns at an unnecessary rate of speed so as to causes tires to squeal, gear to grind, soil to be thrown, engine backfire, fishtailing or skidding, or, as to 2-wheeled or 3-wheeled motored vehicles, the front wheel to lose contact with the ground or roadway surface.

B. *Recreational Motor Vehicle Operating Restrictions.* It is unlawful for any person to operate a recreational motor vehicle as follows:

13. On a racetrack or exhibition driving on properties less than two and a half (2.5) acres in size and within fifty (50) of either a property line or structure

14. To drive or operate any motorized vehicle on a public street or highway, alley, parking lot, or other public or private property, in such a manner as to exhibit exhibition driving or operation. This section shall not apply to driving conduct during an emergency which requires such operation to prevent injury to persons or damage to property or to legally sanctioned operation.

C. Owner Responsibility

3. To operate in a manner in which does not create Noise Violations as identified in Chapter 8, Section 2.

4. To operate in a manner in which the use does not impact wetlands, alter the natural vegetation or topography within the Rum River Management District, create erosion or uncontrolled sedimentation of soil as identified within City Code.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF MARCH, 2020.

APPROVED:

Attest:

Steven D. Feldman, Mayor

Barbara I. Held, City Clerk