

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
APRIL 1, 2019
ST FRANCIS AREA SCHOOLS DISTRICT OFFICE
4115 Ambassador Blvd NW
6:00 PM

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - A. City Council Minutes – March 18, 2019
 - B. Acknowledgement of Donation from Blaine's Blazin 4th, Inc for Pioneer Days
 - C. Acknowledgement of MN Gambling Permit for SF Dance Team Booster Club Raffle-June 9, 2019
@ St. Francis High School
 - D. OPUS Utility Billing Contract
 - E. Street Consortium Seal coating and Crack Filling
 - F. Payment of Claims
 - G. Woodhaven Expansion Letter of Credit Reduction
5. MEETING OPEN TO THE PUBLIC
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Interim Use Permit for Home Occupation – 6032 Ambassador Blvd Resolution 2019-10
 - B. 2020-2022 Urban County Requalification Participation
 - C. Scheduling City Council Work Session
 - D. DNR Variance Request
10. MEETING OPEN TO THE PUBLIC
11. REPORTS
 - A. Department Reports – Community Development Quarterly Report
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - Apr 15 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm
 - Apr 17 Planning Comm. Meeting @ St. Francis Area Schools District Office 7:00 pm
 - Apr 27 Recycling Day @ SF Public Works 8 am – noon
 - Apr 27 Nat'l Drug Take Back Day @ SFPD and Goodrich Pharmacy 10 am – 2 pm
12. ADJOURNMENT

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
March 18, 2019

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

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

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers Kevin Robinson, Joe Muehlbauer, Robert Bauer and Sarah Udvig.

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

3. **APPROVAL OF AGENDA**

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

4. **CONSENT AGENDA**

MOTION BY BAUER SECOND UDVIG TO APPROVE THE CONSENT AGENDA ITEMS A- D AS FOLLOWS:

- A. City Council Minutes – March 4, 2019
- B. City Council Work Session Notes – March 11, 2019
- C. Water Environment Technologies Program (WETT) Program Internship – Eric Jostad
- D. Payment of Claims \$328,856.53 (ACH 254E-255E \$150,924.70 and Check #'s 75599-75660 \$177,931.83)

Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

None

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

None

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. Ordinance 245, Second Series - Amendment to City Code Chapter 10 Zoning, Section 10-19-1 General Parking, Loading and Access Requirements (Second Reading)

Thunstrom reported at the last City Council Meeting, March 4, 2019 the Council approved the changes as recommended by staff as a first reading. No additional questions/comments from the council.

MOTION BY MUEHLBAUER SECOND ROBINSON APPROVING THE SECOND READING OF ORDINANCE 245, SECOND SERIES AMENDING THE ST. FRANCIS ZONING ORDINANCE 10-19-1 REGARDING "GENERAL PARKING, LOADING AND ACCESS REQUIREMENTS".

Roll Call: Ayes: Bauer, Udvig, Robinson, Muehlbauer, and Feldman,
Nays: None

Motion carried 5-0.

B. Summary Publication of Ord. 245, Second Series – Resolution 2019-08

Feldman referenced Page 52 of the Council Packet regarding the minimum driveway width of 24 feet. City Engineer Jochum said the 24 foot width is standard and 20-foot minimum for one-way traffic for emergency vehicles.

MOTION BY UDVIG SECOND MUEHLBAUER TO ADOPT RESOLUTION 2019-08 A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 245, SECOND SERIES AMENDING SECTION 10-19-1 OF THE CITY CODE (ZONING ORDINANCE) REGARDING: GENERAL PARKING, LOADING AND ACCESS REQUIREMENTS". Motion carried 5-0.

C. Ordinance 246, Second Series - Amendment to City Code Chapter 10 Zoning, Section 10-16-15 Outdoor Storage (Second Reading)

Thunstrom stated this mainly relates to code enforcement getting rid of "urban" and "rural" districts. No additional questions/comments from the council.

MOTION BY BAUER SECOND ROBINSON APPROVING THE SECOND READING OF ORDINANCE 245, SECOND SERIES AMENDING THE ST. FRANCIS ZONING ORDINANCE 10-16-15 REGARDING "OUTDOOR STORAGE".

Roll Call: Ayes: Udvig, Robinson, Muehlbauer, Feldman, and Bauer
Nays: None

Motion carried 5-0.

D. Ordinance 247, Second Series – Amendment to City Code Chapter 10 Zoning, Section 18 "Accessory Structures" (Second Reading)

Thunstrom reported at the March 4, 2019 meeting, the council requested the following changes to the language:

- Increase the full urban area to 250 sq. ft. this standard would apply to all properties and address those in the quarter acres as discussed.
- Add a new size option on properties that are a half acre or greater in buildable. Properties would be allowed up to 500 sq. ft. Changes were made for the second reading.

Feldman wanted to commend staff and council on their work. No further questions from council.

MOTION BY MUEHLBAUER SECOND ROBINSON TO APPROVE THE SECOND READING WITH THE CHANGE IN LANGUAGE ON ORDINANCE 247, SECOND SERIES AMENDING THE ST. FRANCIS ZONING ORDINANCE 10-18-06 REGARDING : ACCESSORY BUILDINGS, STRUCTURES AND USES-AREA, NUMBER AND HEIGHT LIMITATION.

Roll Call: Ayes: Robinson, Muehlbauer, Feldman, Bauer, and Udvig,
Nays: None

Motion carried 5-0.

E. Kings Hwy/Riverbank Lane Street Improvement – Review of Bids Resolution 2019-09

City Engineer Jochum reported the City opened bids on February 25, 2019 for the Kings Hwy/Riverbank Lane Street Improvement. Unfortunately, we did not receive a lot of bids. Lowest bid was approximately 28% higher than our estimate. Lots of work out there and this project did not have a lot to it. Contractors are looking for higher volume workload. This project consisted most of culverts and bituminous. Per Minnesota Statutes 429, the council must conduct an assessment hearing to pass on the proposed project assessments to the benefiting property owners. The hearing is to give property owners an opportunity to express their comments and concerns about the actual assessment. The enclosed resolution is for setting this assessment hearing on April 15, 2019.

Feldman said we were all caught off guard with these prices, 28% increase. We will look into every option we can, we are not happy about these prices. There was a risk in waiting a year for this project. We need time to look at it and do whatever we can. Timing is everything.

Muehlbauer said the only action tonight is to set the public hearing.

Robinson asked if we have any other projects set to bid out this year that could be affected by these prices. Jochum said yes, but they are different type of projects. Robinson said asked if you could combine some of the projects.

Jochum said this project was the first project this year and was surprised with the prices. The larger projects numbers are coming in better.

Robinson said it would be nice to see if we could bundle some projects.

Muehlbauer said I like the idea of bundling projects.

Jochum said maybe I should have solicited it more but they are all busy. We really didn't have many subcontractors getting the plans until the end.

Feldman stated what Robinson said we'll look at other projects. We need to look at everything. Did not expect 28% over estimated cost.

Bauer asked where was the increase, how did the bids come in, what was the break down. Want to make sure we can answer all the questions. Are the residents incurring the full 28%? Want to give the residents all the information.

Jochum said both sides, City and property owners went up 28%. Cost increase in bituminous, culvert/steel, piping all went up. Jochum said the quantities is the problem. Just not a large project.

Feldman said we are looking at everything. Reminds me of time when there was so much work and contractors were just throwing out numbers because they were too busy. Be patient, we will look at all options. Notices of the public hearing will be sent to the property owners in this project.

Udvig said all of her questions have been answered.

MOTION BY UDVIG SECOND ROBINSON TO ADOPT RESOLUTION 2019-09 A RESOLUTION CALLING FOR A HEARING ON PROPOSED FOR THE KINGS HIGHWAY AND RIVERBANK LANE IMPROVEMENT PROJECT. Motion carried 5-0.

Feldman asked the residents in the audience to tell the other property owners that we are looking at all options.

Resident Nancy Blood said there was a resident in the area that said the assessment was already on their tax statement. The council said no, that is not correct. Blood said this is so many years in the coming and you are aware of that. At some point you have to bite the bullet, looking forward of having it done. Councils change and if you could combined this project that would be great. The road right now is absolutely horrible. Feldman said we will come back with suggestions. It has been going on since 1992.

F. Isanti 183 Acres – Lease Agreement

Public Works Director Teicher stated on August of 2018 staff was directed to lease the Isanti property for the 2019 growing season if the current tenant was interested. The renter was interested if a change to the lease could be agreed upon. The changes consist of a rental scale based on corn prices, rather than a flat yearly rental price and an amendment to the start time of the lease. The exact changes of the lease agreement was in the council packet. Teicher stated in the end no matter what calculation is used we are still covering the taxes and expenses for the land.

Feldman said he thinks it is fair and at least if we are not losing money. Page 92 of the council packet, like the termination clause. Fair and equitable.

Muehlbauer whatever is greater corn or taxes he pays the higher, correct? Teicher said yes.

Robinson appreciate the research and see no problem with the lease agreement as written.

Udvig is the renter aware we could put this on the market. As long as he is aware, I am okay with the lease agreement.

Bauer asked if the tenant paying the electric for the well. Teicher said he provides the generator and oil to run the pump. Bauer said, okay and looks good. On the termination clause if we take it over while his crop was still in the field I am sure we would pay him for the value of the crop. The termination clause portion was read.

Feldman said I am sure if we have a buyer that could be negotiated.

MOTION BY MUEHLBAUER SECOND BAUER TO AMEND THE LEASE AGREEMENT WITH THE PROPOSED CHANGES. Motion carried 5-0.

11. REPORTS

A. Department Reports – Public Works

Public Works Director Paul Teicher presented the monthly reports for water, sewer, streets and parks. The highlight this month is the number of hours spent snowplowing and the maintenance of equipment. No pumps pulled in our lift stations.

Council likes the reports and were amazed how many hours were put in snowplowing and how well the roads are being maintained. These reports are concise and easy to follow. They also commended the police and fire departments.

B. Councilmember Reports -

Muehlbauer again thanked the public works for the snowplowing. Also appreciated the police department with their community involvement. Example is Winning with Cops movie night at the police department this Friday.

Udvig reported there is a special school board meeting tomorrow night.

Robinson stated last week's work session was very informative and welcome more as needed.

Bauer want to tell the residents that this winter was really tough. The hydrants need more snow removable along with cleaning out mail boxes.

Feldman said to the public with the changes we have done recently, call city hall if you have any questions. We are working for you.

Regarding some homes behind the hardware and the drainage, spoke with engineer, city administrator and community development director regarding this matter. There is nothing wrong with the drainage. There is a drainage easement in this area and that is how it was developed. We did have a lot of snow and there is standing water there now but the frost is not out. We could look at some different type of solutions in other drainage easements. Nothing wrong in this development. Luckily, this is sandy soil and not clay. It is running downhill like it was designed to. It will drain.

We do listen to you as I have stated times before. No problem we can't solve. We take on problems. Bring issues to us early. When in doubt make a phone call to city staff. Feldman thanked all staff.

Newsletter is out, read it, there is a lot of information in there. Enjoy spring on Wednesday.

C. Upcoming Events -

Mar 20 Planning Comm. Meeting @ St. Francis Area Schools District Office 7:00 pm
Mar 22 Winning with Cops movie night @ SF Police Dept 6:00-8:30 pm
Apr 1 City Council Meeting @ St. Francis Area Schools District Office 6:00 pm

12. **ADJOURNMENT**

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

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 B

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Donation Approval
DATE: 04-01-2019

OVERVIEW:

The City has received a donation of \$2000.00 from the Blaine Festival Gambling Fund. The donation is for Pioneer Days. Blaine Festival has the last couple of years donated some of their gambling funds to the City for Pioneer Days. The City in the past has then passed on the donation to the St. Francis Area Chamber of Commerce to help with the cost of Pioneer Days.

ACTION TO BE CONSIDERED:

Approved under consent agenda to accept the donation.

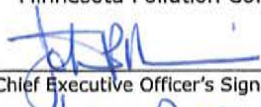
BUDGET IMPLICATION:

None.

LG555 Government Approval or Acknowledgment for Use of Gambling Funds

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

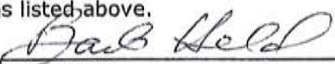
ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

Organization Name: BLAINE'S BLAZIN 4TH INC	License Number: 92932
Address: DBA BLAINE FESTIVAL 10801 TOWN SQ DR NE BLAINE, MINNESOTA 55449 City/State/Zip: _____	
1. Amount of proposed lawful purpose expenditure: \$ 2000 - 2. Check one expenditure category: ☒ A. Contribution to a unit of government —United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities. ☐ B. Wildlife management project or activity that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR). ☐ C. Grooming and maintaining snowmobile or all-terrain vehicle trails established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use. ☐ D. Supplies and materials for safety training and educational programs coordinated by the DNR, including the Enforcement Division. ☐ E. Citizen monitoring of surface water quality testing for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA. 3. Describe the proposed expenditure, including vendors: Pioneer Days NO FINANCIAL OR OTHER BENEFIT: I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C. FOR DNR-RELATED PROJECTS: I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C. FOR SURFACE WATER QUALITY TESTING: I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: www.pca.state.mn.us	
Chief Executive Officer's Signature: 	Date: 3/21/19
Print Name: John P MacIner	Daytime Phone: 763/753/0101

GOVERNMENT APPROVAL/ACKNOWLEDGMENT

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

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

Unit of Government: City of St. Francis	Phone: 763-753-2630
Address: 23340 Cree St. NW City/State/Zip: St. Francis	
By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.	
Signature: 	Date: 3/25/19
Print Name: Barb Held	Title: City Clerk

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

MINNESOTA LAWFUL GAMBLING

LG555 Government Approval or Acknowledgment for Use of Gambling Funds

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

ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

Organization Name:	BLAINE'S BLAZIN 4TH INC	License Number:	92932
Address:	DBA BLAINE FESTIVAL 10801 TOWN SQ DR NE BLAINE, MINNESOTA 55449		
	City/State/Zip:	2000 -	

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

Pioneer Days

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

Chief Executive Officer's Signature

Print Name

Date

Daytime Phone

GOVERNMENT APPROVAL/ACKNOWLEDGMENT

Contribution amount: \$ _____ Government use of contribution (check one):

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

Unit of Government: *City of St. Francis*

Phone: *763-753-2630*

Address: *23340 Cree St. NW*

City/State/Zip: *St Francis*

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

Signature

Print Name

Date

Title

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



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Acknowledgement to Conduct a Raffle
DATE: April 1, 2019

OVERVIEW:

The SFHS Dance Team Parent Boosters has applied for an exempt permit with the MN Gambling Control Board. The SFHS Dance Team would like to hold a raffle at the St. Francis High School on June 9, 2019. In order for the nonprofit to conduct a lawful raffle activity they must apply through the State, receive City acknowledgment of the event and then send the signed application to the Gambling Control Board for official approval.

ACTION TO BE CONSIDERED:

A motion would be in order to acknowledge the Application for Exempt Permit with no waiting period from the SFHS Dance Team parent Boosters for a raffle to be held on June 9, 2019 at the St. Francis High School.

BUDGET IMPLICATION:

None

Attachments:

- Application from Minnesota Lawful Gambling

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

11/17
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: St. Francis Dance Team Booster Club Previous Gambling Permit Number: X-93565-18-004

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 20-1718874

Mailing Address: 3325 Bridge St. NW

City: St. Francis State: MN Zip: 55070 County: Anoka

Name of Chief Executive Officer (CEO): MARY MCKINNEY

CEO Daytime Phone: (763) 291-7758 CEO Email: mmckinney74.mm@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): eric@preferred-elect.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): St. Francis High School

Physical Address (do not use P.O. box): 3325 Bridge St. NW

Check one:

☒ City: St. Francis Zip: MN County: Anoka

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): June 09, 2019

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Mary E. McKinney Date: 3/23/19
(Signature must be CEO's signature; designee may not sign)

Print Name: Mary E. McKinney

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Opus Utility Billing Contract
DATE: April 1st, 2019

OVERVIEW:

The City's five year contract with OPUS is scheduled to terminate effective May 1st, 2019. They provide the City's utility billing services. The major cost differences are outlined below and appears nominal.

	2018	2019
Data hosting	\$0.38	\$0.38
Bill Print	\$0.12	\$0.16
E-bill	\$0.07	\$0.07
Lock box	\$0.17	\$0.19
Lock box no stub	\$0.17	\$0.27
ACH	\$0.05	\$0.04

To better quantify these numbers, the City paid Opus \$28,753 in 2018. This is much cheaper than any utility billing the City would create in-house. It is estimated that the cost increases with the new Opus contract are in the \$2,000 - \$4,000 range.

As an aside, RMR, who was a holdover from Connexus meter reading sent a notice that they were going to increase their billing substantially to read the meters and the City had to replace the meters.

Opus has agreed to subcontract SL Serco for 120 days while the City negotiates a contract for meter reading with them. It is anticipated that costs will still rise substantially with SL Serco but less than what RMR proposed and there a limited number of meter reading companies.

The SL Serco contract will be coming to Council within the next 120 days.

ACTION TO BE CONSIDERED:

Motion to approve the agreement with Opus.

OPUS²¹ MANAGEMENT SOLUTIONS
RENEWAL OF MASTER AGREEMENT FOR CITY OF ST. FRANCIS

OPUS²¹ Agreement Number: 5217

Date Effective: May 1, 2019

THIS renewal of **OPUS²¹ Master Agreement** (this “Agreement”), is made and entered effective May 1, 2019, by and between OPUS²¹ MANAGEMENT SOLUTIONS, LLC., 680 Commerce Dr., Suite 160, Woodbury, MN 55125 (“OPUS²¹”) and City of St. Francis, a Minnesota Municipal Corporation, 23340 Cree Street NW, St. Francis, MN 55070 (“Customer”).

Recitals

- A. OPUS²¹ and St. Francis agree that all products and services to be provided by OPUS²¹ to St. Francis shall be furnished only under the terms and conditions of this Agreement and its attached Schedule No. 1 (the “Schedule”); and
- B. OPUS²¹ is a technology product and service firm specializing in providing certain technology software products and services that OPUS²¹ has developed, owns or leases; and
- C. St. Francis desires to purchase products or services from OPUS²¹ pursuant to the terms and conditions contained in this Agreement and the attached Schedules; and St. Francis believes that the provision of OPUS²¹ services and products to St. Francis residents is cost-effective and in the best interests of St. Francis and its customers; and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed to as follows:

1 Definition of Terms. As used herein:

- 1.1 **“Event of Default”** – Failure to perform the obligations required of a party to this Agreement pursuant to the terms of this Agreement.
- 1.2 **“Project”** – The products and services provided by OPUS²¹ for St. Francis.
- 1.3 **“Parties”** – Collectively, St. Francis and OPUS²¹.
- 1.4 **“Schedule”** – Attachment 1 & 2 to this Agreement, which are made a part of this Agreement for all purposes.
- 1.5 **“OPUS²¹ Custom Software”** – Software developed by OPUS²¹ specifically for St. Francis or OPUS²¹ Core Software customized by OPUS²¹ specifically for St. Francis.
- 1.6 **“OPUS²¹ Core Software”** – Software developed or customized by OPUS²¹ but not specifically for St. Francis.
- 1.7 **“OPUS²¹ Software”** – OPUS²¹ Custom Software and OPUS²¹ Core Software. OPUS²¹ Software does not include the Source Code.
- 1.8 **“Third-Party Software”** – Software in machine-readable form provided by OPUS²¹ to St. Francis that is not developed or customized by OPUS²¹. Third-Party Software does not include the Source Code.
- 1.9 **“Software”** – OPUS²¹ Software and Third-Party Software.
- 1.10 **“Source Code”** – A copy of the computer programming code in human-readable or other

form.

- 2 **Term of Agreement.** This Agreement shall be effective upon execution by both parties and shall continue in force through completion of services described in the "Schedule" unless earlier terminated in accordance with the terms herein.
- 3 **Compensation.** The amount of compensation St. Francis shall pay OPUS²¹ for the products and services provided by OPUS²¹ hereunder as set forth in the Schedules. All compensation shall be payable by St. Francis Net 30 days.
- 4 **Confidentiality of ST. FRANCIS's Information.**
 - 4.1 OPUS²¹ acknowledges that St. Francis is subject to the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), and that the data and information provided to OPUS²¹ under this Agreement or through the provision of services for St. Francis pursuant to this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data shall be maintained in accordance with all applicable laws, rules, and regulations. Such data and information shall include data and information defined by OPUS²¹ as confidential and as a proprietary asset any information or materials that come to the attention of OPUS²¹ by reason of (a) the presence of OPUS²¹'s agents, employees, or representatives at St. Francis's site, or (b) OPUS²¹ furnishing services to St. Francis in connection with this Agreement (such information, materials, and records collectively being referred to as "St. Francis's Confidential or Proprietary Information").
 - 4.2 Notwithstanding anything herein to the contrary, St. Francis's Confidential or Proprietary Information shall not include: (a) information that comes into the public domain except as a result of a breach of this confidentiality provision; (b) information received by OPUS²¹ from a third party not under any obligation of confidentiality with respect thereto; (c) information that is independently developed by OPUS²¹ personnel who have not had access to St. Francis's Confidential or Proprietary Information; (d) information required to be disclosed under operation of law; or (e) information approved in advance in writing for disclosure by St. Francis.
 - 4.3 OPUS²¹ agrees to cooperate with St. Francis in the event St. Francis is required to respond to a request for data pursuant to Minnesota Statutes, Chapter 13.
- 5 **Intellectual Property.** All computer programs, including the OPUS²¹ Software, related documentation, written procedures, and copies of transcripts, Source Codes, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of OPUS²¹. St. Francis agrees that, other than those disclosures and records required to be made or maintained pursuant to Minnesota Law, it will not disclose to any third party at any time (either during or after termination of this Agreement) any OPUS²¹ "trade secret information" as that term is defined in Minnesota Statutes, Section 13.37. St. Francis shall maintain all documentation related to or arising from this Agreement as required by its records retention policy, with such trade secret information maintaining its classification during the term of retention. All original input data items shall remain the property of St. Francis and will be returned pursuant to St. Francis's instructions, except as may be required by the Minnesota Government Data Practices Act as determined by a Court of competent jurisdiction. St. Francis shall retain or destroy all original input documentation and other

documentation in accordance with its own procedures.

6 Modification.

- 6.1 Either party may modify this Agreement or any Schedules through mutual agreement of both parties.
- 6.2 In the Event of Default the non-defaulting party may terminate this Agreement or any Schedule.
- 6.3 In the event of modification for any reason, St. Francis will pay all amounts due and payable under this Agreement up to the effective date of modification, and St. Francis may retain and use any products or services delivered to St. Francis prior to the date of modification as governed by the terms and good standing of the Agreement.

7 Hold Harmless and Indemnification.

- 7.1 **By OPUS²¹.** OPUS²¹ shall indemnify, defend and hold harmless St. Francis against any loss, damage or expense incurred by St. Francis as a result of claims, actions or proceedings brought by any third party arising out of OPUS²¹'s performance or failure to perform under the terms and conditions of this Agreement including St. Francis's reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) St. Francis shall have given OPUS²¹ prompt written notice of any such claim, demand, suit or action; (b) St. Francis shall cooperate with said defense by complying with OPUS²¹'s reasonable instructions and requests to St. Francis in connection with said defense; and (c) OPUS²¹ shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
 - 7.2 **By ST. FRANCIS.** St. Francis shall indemnify, defend and hold harmless OPUS²¹ against any loss, damages or expense incurred by OPUS²¹ as a result of claims, actions or proceedings brought by any third party arising out of St. Francis's performance or failure to perform under the terms and conditions of this Agreement including OPUS²¹'s reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) OPUS²¹ shall have given St. Francis prompt written notice of any such claim, demand, suit or action; (b) OPUS²¹ shall cooperate with said defense by complying with St. Francis's reasonable instructions and requests to OPUS²¹ in connection with said defense; and (c) St. Francis shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.
 - 7.3 The indemnity obligations contained in this section 7 shall survive termination of this Agreement. Nothing in this Section shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.
- 8 Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To OPUS²¹:

OPUS²¹ Management Solutions, LLC
Attention: Lynn Shuba, President
680 Commerce Drive, Suite 160
Woodbury, MN 55125

To ST. FRANCIS:

City of St. Francis
Attention: Darcy Mulvihill, Finance Director
23340 Cree Street NW
St. Francis, MN 55070

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3rd) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

- 9 **Governing Law/Dispute Resolution.** This Agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Minnesota. In the event of any litigation arising under or construing this Agreement, Plaintiff agrees to bring any action in the State of Minnesota. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.
- 10 **Binding Nature and Assignment.** This Agreement shall bind the Parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that the term "Assignment" shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Notwithstanding the foregoing, St. Francis shall affect no assignment or transfer by merger, acquisition, stock transfer, sale of substantially all of the assets or consolidation to or with any entity engaged substantially in the business of providing software and/or related services that are similar to the software and services provided by OPUS²¹.
- 11 **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than OPUS²¹ and St. Francis. OPUS²¹ reserves the right to enforce the terms and conditions of this Agreement against all Third-Party.
- 12 **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy,

acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

- 13 **Records.** OPUS²¹ shall maintain such records as are deemed necessary by St. Francis to ensure that the products and services are provided as represented by OPUS²¹. All records, information, materials and other work products, including, but not limited to the completed reports, plans, and specifications prepared and developed in connection with the provision of products and services pursuant to this Agreement shall become the property of ST. FRANCIS upon delivery to St. Francis representatives, except as otherwise set forth in paragraphs 4 and 5.
- 14 **Discrimination.** OPUS²¹ agrees not to discriminate in providing its products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- 15 **Entire Agreement.** This Agreement, the Recitals, and the Schedules contain the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the Parties relative to its subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.
- 16 **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.
- 17 **Relationship of the Parties.** The relationship of the Parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.
- 18 **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.
- 19 **Publicity.** Either party hereto may prepare press releases concerning the existence of this Agreement and may reference the other party and this Agreement in its advertising, sales promotions, trade shows, or other marketing material, subject to review, comment, revision and prior written approval of the other party which approval shall not be unreasonably delayed or withheld.
- 20 **Severability.** If any provision of this Agreement is held to be unenforceable, then both Parties

shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

- 21 **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- 22 **Attorneys' Fees.** If any legal action or other proceeding is brought against the other party to this Agreement for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which a court of competent jurisdiction determines such party is entitled to.
- 23 **Compliance with Laws.** Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.
- 24 **Conflicts between Agreements.** In the event that any terms of this Agreement conflict with any Schedule(s), License Agreement, or Support Services Agreement, outside this Agreement the specific terms of those particular schedules or agreements will govern.
- 25 **Termination of Agreement.** Upon termination of this Agreement, OPUS²¹ will assist St. Francis, on a time and material basis, in transferring the data to another system in a professional and timely manner.
- 26 **Certificate of Liability Insurance:** Upon enactment of this Agreement, OPUS²¹ will maintain St. Francis as an additional insured to the OPUS²¹ insurance policy. OPUS²¹ will provide St. Francis with documentation of compliance with this paragraph upon the request of St. Francis.
- 27 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 28 **Ownership of Data and Customer Records:** It is hereby acknowledged by OPUS²¹ the data and customer records belongs to the Customer. If an event would occur at the end of this agreement where the Customer chooses to use a different service, OPUS²¹ will act in a professional

and timely manner in the transition of the data. Professional Group Service fees per Schedule 1 may apply.

29 Automated Meter Technology: OPUS²¹ and Customer mutually agree there continues to be significant advancements in meter reading technologies. If during this Agreement period, the Customer selects an AMI option, OPUS21 will work with Customer and selected provider of AMI to transition from manual reads to the automatic meter reading solution in a manner to continue providing uninterrupted billing services during this transition. Profession Group Service fees per Schedule 1 may apply.

Accepted by:

OPUS²¹ Management Solutions, LLC

City of St. Francis

By: _____
Lynn Shuba
Its: President

By: _____
Its: _____

Attest By: _____
Its: _____

Date

Date

SCHEDULE NO. 1
Base Services and Cost

This Schedule is part of the **Master Agreement** No. 5217 between OPUS²¹ and the City of St. Francis effective May 1, 2019.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement.

The term of this agreement will be 60 months.

2. Cost of Services.

	Year 1 Eff 5/19	Year 2 Eff 5/20	Year 3 - 5 Eff 5/21
CIS Data Hosting	0.38	0.38	0.38
Bill Production	0.23	0.25	0.26
Bill Print	0.16	0.18	0.21
e-Bill	0.07	0.07	0.07
Customer Service	0.16	0.19	0.22
Lockbox - Stub	0.19	0.22	0.25
Lockbox - No Stub	0.27	0.31	0.35
On Line	0.12	0.13	0.14
ACH	0.04	0.04	0.05

USPS Postage and related fees are regarded as a pass-through cost service.

Project Based: Performance Group Services

Data Entry Clerk	40.00/Hour
Billing Clerk	65.00/Hour
Billing or Customer Service Manager	95.00/Hour
Project Review/Management	125.00/Hour
Developers/Programmers	195.00/Hour

SCHEDULE NO. 2
SL-serco Meter Reading Service

This Schedule is part of the **Master Agreement** No. 5217 between OPUS²¹ and the City of St. Francis effective May 1, 2019.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement.

The term of this agreement not to exceed 120 days. Purpose of Schedule 2 is to permit time for City and SL-serco to develop a direct Service Agreement.

2. Cost of Services.

SL-serco services will be a pass-through cost of;

Residential Touchpad Meter Reading \$ 1.50 per visit

Commercial Meter Reading \$ 3.00 per visit

Location Notes \$ 1.50 per note

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Consortium Seal Coating and Crack Filling
DATE: 4/1/2019

OVERVIEW: The street system strategy plan was introduced to the City Council on May 22nd 2017. This plan identifies a systematic approach to street maintenance throughout the city. District 2 was completed in 2018 and we plan on starting in District 3 in 2019. The City joined the street consortium in order to get the best pricing for street maintenance. This is a group of cities that pool their project quantities together and have multiple companies bid for the projects. This results in bulk pricing from the companies. The bid for the St. Francis portion of the consortium is **\$130,195.00**. We have also identified approximately \$20,000.00 worth of asphalt maintenance in parking lots for our parks, but because there is no funding source we can't complete this work at this time.

A map of District 3 is attached. The streets identified in green scheduled for sealcoating and crack filling (maintenance) include:

- 227th Ave
- Rose Ct.
- Silverod St.
- Quay St.
- 228th St.
- 229th Ln.
- 229th Ave
- 233rd Ave
- Woodbine St. (south of Bridge St.)
- Rum River Blvd.
- Yucca St. (north of 233rd)
- Butterfield Dr. (south of Bridge St.)
- 234th Ave
- Vintage St.
- Undercliff St.
- 233rd Ave
- Aztec St.
- 232nd Ave
- PPWF half the parking lot
- Well House parking lot
- Water Treatment Plant parking lot

ACTION TO BE CONSIDERED:

Authorize the acceptance of the bid tabulation and the summary of bids from the street consortium. Authorize staff to continue participation in the street maintenance program anticipating the City of St Francis portion to be approximately **\$130,195.00**.

BUDGET IMPLICATION:

\$133,430.00 total has been budgeted for this project, paid for from these funds;

Street fund (405) of \$103,230.00

Building improvement fund (404) of \$27,000.00

Water project repair and maintenance fund (601) of \$3,200.00

Water Treatment Parking Lot

Well House



PPWF Parking Lot

**2019 STREET MAINTENANCE PROGRAM
SUMMARY OF BIDS**

Sealcoating – Bid Schedule 1

Base Bid

Alternate

Allied Blacktop Company	\$ 1,596,594.26	\$ 1,590,961.48
Pearson Bros. Inc.	\$ 1,783,808.01	\$ 1,780,991.62
Asphalt Surface Technologies	\$ 2,011,406.68	\$ 1,983,242.78

Pavement Markings – Bid Schedule 2

AAA Striping Service	\$ 267,706.88
Sir Lines-A-Lot Inc.	\$ 277,967.00

Crack Sealing – Bid Schedule 3

Allied Blacktop Company	\$ 293,971.97
Fahrner Asphalt Sealers	\$ 375,104.06
Asphalt Surface Technologies	\$ 599,028.38

Fog Sealing – Bid Schedule 4

Allied Blacktop Company	\$ 298,483.70
Pearson Bros. Inc.	\$ 410,559.25
Asphalt Surface Technologies	\$ 423,603.00

CITY OF COON RAPIDS - BID TABULATION
2019 STREET MAINTENANCE PROGRAM - PROJECT 19-5
SEALCOATING, PAVEMENT MARKINGS,
CRACK SEALING AND FOG SEALING

BID OPENING: MARCH 15, 2019, 10:00 A.M.

				AAA STRIPING SERVICE		ALLIED BLACKTOP COMPANY		ASPHALT SURFACE TECHNOLOGIES CORP.		FAHRNER ASPHALT SEALERS LLC		PEARSON BROS INC		SIR LINES-A-LOT	
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BID SCHEDULE NO. 1 - SEAL COAT															
1	AGGREGATE														
	DRESSER TRAP ROCK (BASE BID)														
	F&I FA-2 AGGREGATE	SY	281639		0.00	1.04	292,904.56	0.89	250,658.71		0.00	1.04	292,904.56		0.00
	F&I FA-1 1/8"	SY	1000142		0.00	1.10	1,100,156.20	0.99	990,140.58		0.00	1.12	1,120,159.04		0.00
	TOTAL DRESSER TRAP ROCK		1281781		0.00		1,393,060.76		1,240,799.29		0.00		1,413,063.60		0.00
	GRANITE (ALTERNATE)														
	F&I FA-2 AGGREGATE	SY	281639		0.00	1.02	287,271.78	0.79	222,494.81		0.00	1.03	290,088.17		0.00
	F&I FA-1 1/8"	SY	1000142		0.00	1.10	1,100,156.20	0.99	990,140.58		0.00	1.12	1,120,159.04		0.00
	TOTAL GRANITE		1281781		0.00		1,387,427.98		1,212,635.39		0.00		1,410,247.21		0.00
2	SEAL COAT OIL														
	F&I CRS-2 SEAL COAT OIL	GAL	187869		0.00	0.50	93,934.50	2.01	377,616.69		0.00	0.89	167,203.41		0.00
	F&I CRS-2P (POLYMER MOD)	GAL	156570		0.00	0.70	109,599.00	2.51	392,590.70		0.00	1.30	203,541.00		0.00
	TOTAL SEAL COAT OIL		344438.9		0.00		203,533.50		770,607.39		0.00		370,744.41		0.00
3	FOG SEAL OIL														
	F&I FOG SEAL OIL PER SPEC	GAL	0		0.00	0.00	0.00	5.00	0.00		0.00	7.00	0.00		0.00
	TOTAL FOG SEAL OIL		0		0.00		0.00		0.00		0.00		0.00		0.00
	TOTAL BID SCHEDULE NO. 1 (BASE BID)				N/A		1,596,594.28		2,011,406.68		N/A		1,783,808.01		N/A
	TOTAL BID SCHEDULE NO. 1 (ALTERNATE)				N/A		1,590,961.48		1,983,242.78		N/A		1,780,991.62		N/A
BID SCHEDULE NO. 2 - PAVEMENT MARKINGS															
1	F&I STREET MARKINGS	GAL	6082		28.84		175,404.88		0.00		0.00		0.00	29.50	179,419.00
2	F&I STREET SYMBOLS	GAL	694		133.00		92,302.00		0.00		0.00		0.00	142.00	98,548.00
	TOTAL BID SCHEDULE NO. 2						267,706.88		N/A		N/A		N/A		277,967.00
BID SCHEDULE NO. 3 - CRACK SEALING															
1	F&I STREET ROUT & SEAL CRACK SEALING	LF	143699		0.00	0.42	60,353.58	0.87	125,018.13	0.50	71,849.50		0.00		0.00
2	F&I STREET BLOW & GO CRACK SEALING	LF	630947		0.00	0.37	233,450.39	0.75	473,210.25	0.48	302,854.56		0.00		0.00
3	F&I TRAIL ROUT & SEAL CRACK SEALING	LF	400		0.00	0.42	168.00	2.00	800.00	1.00	400.00		0.00		0.00
4	F&I TRAIL BLOW & GO CRACK SEALING	LF	0		0.00	0.37	0.00	1.50	0.00	1.00	0.00		0.00		0.00
	TOTAL BID SCHEDULE NO. 3				N/A		293,971.97		599,028.38		375,104.06		N/A		N/A
BID SCHEDULE NO. 4 - FOG SEALING															
1	F&I STREET FOG SEALING	GAL	56283		0.00	4.50	253,273.50	6.00	337,698.00		0.00	5.75	323,627.25		0.00
2	F&I TRAIL FOG SEALING	GAL	7694		0.00	4.30	33,084.20	7.50	57,705.00		0.00	8.00	61,552.00		0.00
3	F&I PARKING LOT FOG SEALING	GAL	2820		0.00	4.30	12,126.00	10.00	28,200.00		0.00	9.00	25,380.00		0.00
	TOTAL BID SCHEDULE NO. 4				N/A		298,483.70		423,603.00		N/A		410,559.25		N/A
SUMMARY OF BIDS															
	TOTAL SEALCOATING (BASE BID)				N/A		1,596,594.28		2,011,406.68		N/A		1,783,808.01		N/A
	TOTAL SEALCOATING (ALTERNATE)				N/A		1,590,961.48		1,983,242.78		N/A		1,780,991.62		N/A
	TOTAL PAVEMENT MARKINGS				267,706.88		N/A		N/A		N/A		N/A		277,967.00
	TOTAL CRACK SEALING				N/A		293,971.97		599,028.38		375,104.06		N/A		N/A
	TOTAL FOG SEALING				N/A		298,483.70		423,603.00		N/A		410,559.25		N/A



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 F

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 03-28-2019

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$157,592.10 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments -None.
Direct Transfer from Previous Month-None
Manual Checks-\$1,282.25

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:

- 04-01-2019 Packet List
- 04-01-2019 Other Checks



03/28/2019 10:21 am

PAYMENT BATCH AP 04/01/19

AA BEST PEST SERVICES, INC

03/20/2019	8257	E 101-41940-401	Repairs/Maint Buildings	PEST CONTROL	75.63
03/20/2019	8257	E 101-42110-401	Repairs/Maint Buildings	PEST CONTROL	75.63
03/20/2019	8257	E 101-42210-401	Repairs/Maint Buildings	PEST CONTROL	75.63
03/20/2019	8257	E 101-43100-401	Repairs/Maint Buildings	PEST CONTROL	75.62
03/20/2019	8257	E 101-45200-401	Repairs/Maint Buildings	PEST CONTROL	75.62
03/20/2019	8257	E 601-49440-401	Repairs/Maint Buildings	PEST CONTROL	75.62
03/20/2019	8257	E 602-49490-401	Repairs/Maint Buildings	PEST CONTROL	75.62
03/20/2019	8257	E 609-49750-401	Repairs/Maint Buildings	PEST CONTROL	75.63
					\$605.00

ANOKA COUNTY SHERIFF

03/21/2019	032619	E 101-42110-448	Reserve Officers	EMR REFRESHER-ASHLEY PETI	118.00
					\$118.00

ANOKA COUNTY TREASURY DEPT.

03/15/2019	B190315P	E 101-42110-321	Telephone	BROADBAND	37.50
03/15/2019	B190315P	E 101-42210-321	Telephone	BROADBAND	37.50
03/15/2019	B190315P	E 101-43100-321	Telephone	BROADBAND	37.50
03/15/2019	B190315P	E 101-45200-321	Telephone	BROADBAND	37.50
03/15/2019	B190315P	E 601-49440-321	Telephone	BROADBAND	37.50
03/15/2019	B190315P	E 602-49490-321	Telephone	BROADBAND	37.50
					\$225.00

ARTISAN BEER COMPANY

03/20/2019	3332751	E 609-49751-252	Beer For Resale	BEER	32.60
					\$32.60

ASPEN MILLS

03/01/2019	232791	E 101-42210-437	Uniform Allowance	BADGES-FIRE	353.10
					\$353.10

BELLBOY CORPORATION

03/12/2019	0068713900	E 609-49751-206	Freight and Fuel Charges	FREIGHT	26.35
03/12/2019	0068713900	E 609-49751-251	Liquor For Resale	LIQUOR	1,716.00
03/12/2019	0068713900	E 609-49751-253	Wine For Resale	WINE	240.00
					\$1,982.35

BERNICK COMPANIES, THE

03/14/2019	487781	E 609-49751-252	Beer For Resale	BEER	130.80
03/21/2019	489313	E 609-49751-254	Miscellaneous Merchandise	MISC	14.00
03/21/2019	489314	E 609-49751-252	Beer For Resale	BEER	182.75
					\$327.55

BREAKTHRU BEVERAGE

03/14/2019	1080942442	E 609-49751-251	Liquor For Resale	CREDITS	(293.44)
03/14/2019	1080942442	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.14
03/14/2019	1080942442	E 609-49751-251	Liquor For Resale	LIQUOR	667.67
03/14/2019	1080942442	E 609-49751-253	Wine For Resale	WINE	1,274.00
03/21/2019	1080944935	E 609-49751-206	Freight and Fuel Charges	FREIGHT	37.95
03/21/2019	1080944935	E 609-49751-251	Liquor For Resale	LIQUOR	2,153.64
03/21/2019	1080944935	E 609-49751-253	Wine For Resale	WINE	86.66
					\$3,950.62

CENTERPOINT ENERGY

03/15/2019	.03190	E 101-41940-383	Gas Utilities	CITY HALL #4	39.83
03/15/2019	.03190	E 101-41940-383	Gas Utilities	CITY HALL #2	35.91

03/15/2019	.03190	E 101-41940-383	Gas Utilities	CITY HALL #1	53.03
03/15/2019	.03190	E 101-41940-383	Gas Utilities	CITY HALL #3	80.29
03/15/2019	.03190	E 101-42110-383	Gas Utilities	POLICE/PW	1,414.22
03/15/2019	.03190	E 101-42210-383	Gas Utilities	FIRE GENERATOR	20.16
03/15/2019	.03190	E 101-42210-383	Gas Utilities	FIRE	1,189.02
03/15/2019	.03190	E 101-43100-383	Gas Utilities	POLICE/PW	353.55
03/15/2019	.03190	E 101-45200-383	Gas Utilities	POLICE/PW	353.55
03/15/2019	.03190	E 101-45200-383	Gas Utilities	WARMING HOUSE	209.69
03/15/2019	.03190	E 601-49440-383	Gas Utilities	WATER PLANT	922.18
03/15/2019	.03190	E 601-49440-383	Gas Utilities	POLICE/PW	353.55
03/15/2019	.03190	E 601-49440-383	Gas Utilities	3911 233RD AVENUE	20.82
03/15/2019	.03190	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	186.19
03/15/2019	.03190	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	20.71
03/15/2019	.03190	E 602-49490-383	Gas Utilities	WWTP	1,538.21
03/15/2019	.03190	E 602-49490-383	Gas Utilities	POLICE/PW	353.56
03/15/2019	.03190	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	186.19
03/15/2019	.03190	E 602-49490-383	Gas Utilities	WWTP	15.00
03/15/2019	.03190	E 609-49750-383	Gas Utilities	LIQUOR	296.55
					\$7,642.21

CINTAS

03/19/2019	4018443185	E 609-49750-219	Rug Maintenance	RUG MAINTENANCE	11.26
03/19/2019	4018443243	E 101-41940-402	Janitorial Service	RUG MAINTENANCE	16.16
03/19/2019	4018443272	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	7.98
					\$35.40

CITY EMPLOYEES UNION, LOCAL #3

03/19/2019	031919	G 101-21707	Union Dues	MAINT UNION DUES-APRIL 2019	47.00
					\$47.00

COLONIAL INSURANCE

03/25/2019	7129661-0405228	G 101-21712	Colonial Insurance	APRIL INSURANCE	415.13
					\$415.13

CONNEXUS ENERGY

03/21/2019	.0319	E 101-41940-381	Electric Utilities	SIGN	56.49
03/21/2019	.0319	E 101-41940-381	Electric Utilities	CITY HALL	266.89
03/21/2019	.0319	E 101-42110-381	Electric Utilities	SIREN	5.00
03/21/2019	.0319	E 101-42110-381	Electric Utilities	SIREN	5.00
03/21/2019	.0319	E 101-42110-381	Electric Utilities	POLICE/PW	742.71
03/21/2019	.0319	E 101-42210-381	Electric Utilities	FIRE	353.88
03/21/2019	.0319	E 101-43100-381	Electric Utilities	POLICE/PW	185.68
03/21/2019	.0319	E 101-43100-386	Street Lighting	STREET LIGHTS	2,474.37
03/21/2019	.0319	E 101-45200-381	Electric Utilities	PARKS	227.66
03/21/2019	.0319	E 101-45200-381	Electric Utilities	POLICE/PW	185.68
03/21/2019	.0319	E 601-49440-380	Electric-System	WATER	4,520.82
03/21/2019	.0319	E 601-49440-381	Electric Utilities	POLICE/PW	185.68
03/21/2019	.0319	E 602-49490-381	Electric Utilities	WWTP	6,735.19
03/21/2019	.0319	E 602-49490-381	Electric Utilities	LIFT STATIONS	851.72
03/21/2019	.0319	E 602-49490-381	Electric Utilities	POLICE/PW	185.66
03/21/2019	.0319	E 609-49750-381	Electric Utilities	LIQUOR STORE	887.68
					\$17,870.11

CRYSTAL SPRINGS ICE

03/12/2019	002.B005901	E 609-49751-254	Miscellaneous Merchandise	MISC	71.28
					\$71.28

DAHLHEIMER DIST. CO. INC.

03/13/2019	201759	E 609-49751-252	Beer For Resale	BEER	7,621.95
03/19/2019	202686	E 609-49751-252	Beer For Resale	BEER	(183.40)
03/20/2019	202292	E 609-49751-252	Beer For Resale	BEER	5,490.50
					\$12,929.05

DELTA DENTAL

03/15/2019	7595912	G 101-21711	Dental Insurance	APRIL 2019 PREMIUM	1,160.95
					\$1,160.95

ECM PUBLISHERS, INC.

03/22/2019	680403	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2019-08	75.25
------------	--------	-----------------	--------------------------	--------------------	-------

03/22/2019	680404	E 101-41400-351	Legal Notices Publishing	ORDINANCE 246, SECOND SERI	274.13
03/22/2019	680405	E 101-41400-351	Legal Notices Publishing	ORDINANCE 247, SECOND SERI	349.38
					\$698.76

GRANITE CITY JOBBING CO.

03/12/2019	128500	E 609-49750-210	Operating Supplies	OPERATING	68.89
03/12/2019	128500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
03/12/2019	128500	E 609-49751-254	Miscellaneous Merchandise	MISC	61.64
03/12/2019	128500	E 609-49751-256	Tobacco Products For Resale	TOBACCO	2,264.75
					\$2,399.53

HACH COMPANY

03/13/2019	11378616	E 601-49440-235	Lab Supplies	CHEMICALS	750.49
					\$750.49

INNOVATIVE OFFICE SOLUTIONS, L

03/20/2019	IN2446841	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	145.79
03/20/2019	IN2447449	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	23.06
03/20/2019	IN2447449	E 101-43100-200	Office Supplies	OFFICE SUPPLIES	36.95
					\$205.80

ISD #15

03/22/2019	4168	E 101-42110-221	Vehicle Repair & Maintenance	2017 DODGE CHARGER	44.03
03/22/2019	4169	E 101-42110-221	Vehicle Repair & Maintenance	2018 DODGE CHARGER	44.03
03/22/2019	4170	E 101-42110-221	Vehicle Repair & Maintenance	2017 DODGE CHARGER	44.03
03/22/2019	4171	E 101-42210-221	Vehicle Repair & Maintenance	2013 DODGE CHARGER	43.17
03/29/2019	4167	E 101-42110-221	Vehicle Repair & Maintenance	2016 DODGE CHARGER PURSUI	272.64
					\$447.90

JJ TAYLOR DISTRIBUTING

03/14/2019	2932394	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/14/2019	2932394	E 609-49751-252	Beer For Resale	BEER	1,230.50
					\$1,233.50

JOHNSON BROS WHLSE LIQUOR

03/01/2019	530751	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(8.63)
03/01/2019	530751	E 609-49751-251	Liquor For Resale	LIQUOR	(227.76)
03/01/2019	530752	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
03/01/2019	530752	E 609-49751-251	Liquor For Resale	LIQUOR	(56.00)
03/13/2019	1241464	E 609-49751-206	Freight and Fuel Charges	FREIGHT	62.03
03/13/2019	1241464	E 609-49751-251	Liquor For Resale	LIQUOR	3,771.40
03/13/2019	1241465	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.85
03/13/2019	1241465	E 609-49751-253	Wine For Resale	WINE	273.00
03/20/2019	1246558	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.99
03/20/2019	1246558	E 609-49751-251	Liquor For Resale	LIQUOR	910.16
03/20/2019	1246559	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.99
03/20/2019	1246559	E 609-49751-253	Wine For Resale	WINE	404.30
03/20/2019	1246560	E 609-49751-252	Beer For Resale	BEER	45.98
03/20/2019	1246561	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.14
03/20/2019	1246561	E 609-49751-254	Miscellaneous Merchandise	MISC	86.50
					\$5,292.38

KIMS KLEANING

03/26/2019	5723	E 101-41940-402	Janitorial Service	CITY HALL CLEANING	120.00
03/26/2019	5724	E 101-45000-402	Janitorial Service	COMMUNITY CENTER CLEANIN	80.00
03/26/2019	5725	E 101-43100-402	Janitorial Service	PUBLIC WORKS CLEANING	165.00
03/26/2019	5725	E 101-45200-402	Janitorial Service	PUBLIC WORKS CLEANING	165.00
03/26/2019	5725	E 601-49440-402	Janitorial Service	PUBLIC WORKS CLEANING	165.00
03/26/2019	5725	E 602-49490-402	Janitorial Service	PUBLIC WORKS CLEANING	165.00
03/26/2019	5726	E 601-49440-402	Janitorial Service	WATER TREATMENT PLANT CLE	160.00
03/26/2019	5727	E 101-42110-402	Janitorial Service	POLICE DEPT CLEANING	800.00
03/26/2019	5728	E 602-49490-402	Janitorial Service	WASTE WATER PLANT CLEANIN	220.00
03/26/2019	5729	E 101-42210-402	Janitorial Service	FIRE DEPT CLEANING	75.00
					\$2,115.00

LAW ENFORCEMENT LABOR SVCS.

03/19/2019	031919	G 101-21707	Union Dues	POLICE UNION DUES-APRIL 201	459.00
03/19/2019	031919	G 101-21707	Union Dues	POLICE UNION DUES APRIL 201	51.00

\$510.00**LMC INSURANCE TRUST**

03/11/2016	400001477	E 101-41110-360	Insurance	INSURANCE	81.65
03/11/2016	400001477	E 101-41120-360	Insurance	INSURANCE	0.83
03/11/2016	400001477	E 101-41400-360	Insurance	INSURANCE	820.21
03/11/2016	400001477	E 101-41410-360	Insurance	INSURANCE	18.35
03/11/2016	400001477	E 101-41500-360	Insurance	INSURANCE	424.95
03/11/2016	400001477	E 101-41600-360	Insurance	INSURANCE	261.37
03/11/2016	400001477	E 101-41910-360	Insurance	INSURANCE	583.44
03/11/2016	400001477	E 101-41940-360	Insurance	INSURANCE	491.60
03/11/2016	400001477	E 101-42110-360	Insurance	INSURANCE	6,706.13
03/11/2016	400001477	E 101-42210-360	Insurance	INSURANCE	1,468.03
03/11/2016	400001477	E 101-42400-360	Insurance	INSURANCE	342.69
03/11/2016	400001477	E 101-43100-360	Insurance	INSURANCE	3,919.52
03/11/2016	400001477	E 101-43210-360	Insurance	INSURANCE	130.63
03/11/2016	400001477	E 101-45000-360	Insurance	INSURANCE	2.66
03/11/2016	400001477	E 101-45200-360	Insurance	INSURANCE	3,609.00
03/11/2016	400001477	E 601-49440-360	Insurance	INSURANCE	3,825.52
03/11/2016	400001477	E 602-49490-360	Insurance	INSURANCE	6,428.65
03/11/2016	400001477	E 609-49750-360	Insurance	INSURANCE	1,312.77
03/11/2019	40001541	E 101-41400-160	Work Comp Insurance	WORK COMP	383.00
03/11/2019	40001541	E 101-41500-160	Work Comp Insurance	WORK COMP	271.00
03/11/2019	40001541	E 101-41910-160	Work Comp Insurance	WORK COMP	207.75
03/11/2019	40001541	E 101-42110-160	Work Comp Insurance	WORK COMP	9,185.00
03/11/2019	40001541	E 101-42210-160	Work Comp Insurance	WORK COMP	3,604.50
03/11/2019	40001541	E 101-42400-160	Work Comp Insurance	WORK COMP	112.00
03/11/2019	40001541	E 101-43100-160	Work Comp Insurance	WORK COMP	4,345.50
03/11/2019	40001541	E 101-43210-160	Work Comp Insurance	WORK COMP	323.75
03/11/2019	40001541	E 101-45200-160	Work Comp Insurance	WORK COMP	1,414.75
03/11/2019	40001541	E 601-49440-160	Work Comp Insurance	WORK COMP	1,706.25
03/11/2019	40001541	E 602-49490-160	Work Comp Insurance	WORK COMP	1,887.50
03/11/2019	40001541	E 609-49750-160	Work Comp Insurance	WORK COMP	2,036.00
					\$55,905.00

LUBE-TECH

03/21/2019	1345719	E 602-49490-229	Project Repair & Maintenance	OIL	199.39
					\$199.39

LUPULIN BREWING

03/14/2019	19394	E 609-49751-252	Beer For Resale	BEER	128.00
					\$128.00

MCDONALD DIST CO.

03/12/2019	482392	E 609-49751-252	Beer For Resale	BEER	3,292.70
03/12/2019	482392	E 609-49751-255	N/A Products	N/A	84.75
03/12/2019	482396	E 609-49751-252	Beer For Resale	BEER	(32.74)
03/12/2019	482440	E 609-49751-252	Beer For Resale	BEER	(121.50)
03/19/2019	483284	E 609-49751-252	Beer For Resale	BEER	14,149.15
03/19/2019	483284	E 609-49751-255	N/A Products	NA	105.30
					\$17,477.66

MODERN PIPING INC

03/26/2019	03262019	R 101-36200	Miscellaneous Revenues	OVERPAID ON PERMIT #2019-00	67.76
					\$67.76

NIKKO, TIM & SHERI

03/26/2019	032619	E 101-43100-441	Miscellaneous	MAILBOX DAMAGE REIMB	64.25
					\$64.25

PACE ANALYTICAL SERVICES

03/18/2019	1912004392	E 602-49490-313	Sample Testing	SAMPLE TESTING	204.50
03/19/2019	1912004399	E 602-49490-313	Sample Testing	SAMPLE TESTING	236.50
03/20/2019	1912004476	E 602-49490-313	Sample Testing	SAMPLE TESTING	121.00
03/20/2019	1912004477	E 602-49490-313	Sample Testing	SAMPLE TESTING	93.00
					\$655.00

PHILLIPS WINE & SPIRITS CO.

03/01/2019	322929	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.57)
------------	--------	-----------------	--------------------------	---------	--------

03/01/2019	322929	E 609-49751-251	Liquor For Resale	LIQUOR	(160.08)
03/13/2019	2520077	E 609-49751-206	Freight and Fuel Charges	FREIGHT	58.10
03/13/2019	2520077	E 609-49751-251	Liquor For Resale	LIQUOR	3,343.35
03/13/2019	2520078	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.71
03/13/2019	2520078	E 609-49751-253	Wine For Resale	WINE	313.72
03/13/2019	2520079	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.57
03/13/2019	2520079	E 609-49751-254	Miscellaneous Merchandise	MISC	42.75
03/20/2019	2523796	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.98
03/20/2019	2523796	E 609-49751-251	Liquor For Resale	LIQUOR	1,191.25
					\$4,815.78

ROSEVILLE, CITY OF

03/14/2019	225797	E 101-42400-310	Computer Consulting Fees	NETMOTION LICENSE-DAHLHEIL	275.00
03/15/2019	0225713	E 101-41110-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	79.19
03/15/2019	0225713	E 101-41400-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	257.37
03/15/2019	0225713	E 101-41910-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	39.63
03/15/2019	0225713	E 101-42110-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	910.71
03/15/2019	0225713	E 101-42210-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	146.50
03/15/2019	0225713	E 101-42400-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	73.25
03/15/2019	0225713	E 101-43100-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	79.19
03/15/2019	0225713	E 101-45200-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	79.19
03/15/2019	0225713	E 601-49440-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	79.19
03/15/2019	0225713	E 602-49490-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	79.19
03/15/2019	0225713	E 609-49750-310	Computer Consulting Fees	2019 ANNUAL LASERFICHE SVC	39.59
03/22/2019	0225824	E 101-41940-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 101-42110-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 101-42210-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 101-43100-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 101-45200-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 601-49440-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 602-49490-321	Telephone	PHONE-APRIL	82.87
03/22/2019	0225824	E 609-49750-321	Telephone	PHONE-APRIL	82.91
03/22/2019	225861	E 101-41110-310	Computer Consulting Fees	IT SERVICES	310.13
03/22/2019	225861	E 101-41400-310	Computer Consulting Fees	IT SERVICES	1,007.94
03/22/2019	225861	E 101-41910-310	Computer Consulting Fees	IT SERVICES	155.15
03/22/2019	225861	E 101-42110-310	Computer Consulting Fees	IT SERVICES	3,566.58
03/22/2019	225861	E 101-42210-310	Computer Consulting Fees	IT SERVICES	573.75
03/22/2019	225861	E 101-42400-310	Computer Consulting Fees	IT SERVICES	286.87
03/22/2019	225861	E 101-43100-310	Computer Consulting Fees	IT SERVICES	310.13
03/22/2019	225861	E 101-45200-310	Computer Consulting Fees	IT SERVICES	310.13
03/22/2019	225861	E 601-49440-310	Computer Consulting Fees	IT SERVICES	310.13
03/22/2019	225861	E 602-49490-310	Computer Consulting Fees	IT SERVICES	310.13
03/22/2019	225861	E 609-49750-310	Computer Consulting Fees	IT SERVICES	155.06
					\$10,097.00

SIX JS CONSTRUCTION, INC

03/21/2019	482	E 601-49440-233	Water Treatment Plant Maint	FLOOR COATING PUMP HOUSE	3,376.00
					\$3,376.00

SOUTHERN GLAZERS OF MN

03/14/2019	1796017	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.07
03/14/2019	1796018	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.12
03/14/2019	1796018	E 609-49751-251	Liquor For Resale	LIQUOR	380.85
03/14/2019	1796019	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.49
03/14/2019	1796019	E 609-49751-253	Wine For Resale	WINE	64.00
					\$452.53

STREICHER'S

03/20/2019	I1358208	E 101-42110-237	Small Equipment	TRAINING AMMO	384.99
03/21/2019	I1358425	E 101-42110-237	Small Equipment	DUTY AMMO	344.22
					\$729.21

SUN LIFE FINANCIAL

03/15/2019	031919	E 101-41400-130	Employer Paid Insurance	INSURANCE	273.59
03/15/2019	031919	E 101-41500-130	Employer Paid Insurance	INSURANCE	141.09
03/15/2019	031919	E 101-41910-130	Employer Paid Insurance	INSURANCE	79.21
03/15/2019	031919	E 101-42110-130	Employer Paid Insurance	INSURANCE	925.16
03/15/2019	031919	E 101-42400-130	Employer Paid Insurance	INSURANCE	72.46
03/15/2019	031919	E 101-43100-130	Employer Paid Insurance	INSURANCE	174.24

03/15/2019	031919	E 101-43210-130	Employer Paid Insurance	INSURANCE	38.72
03/15/2019	031919	E 101-45200-130	Employer Paid Insurance	INSURANCE	174.24
03/15/2019	031919	E 601-49440-130	Employer Paid Insurance	INSURANCE	94.91
03/15/2019	031919	E 602-49490-130	Employer Paid Insurance	INSURANCE	94.90
03/15/2019	031919	E 609-49750-130	Employer Paid Insurance	INSURANCE	137.29
					<u>\$2,205.81</u>

FUND SUMMARY

\$157,592.10

101 GENERAL FUND	\$64,481.84
601 WATER FUND	\$16,860.70
602 SEWER FUND	\$20,121.99
609 LIQUOR FUND	\$56,127.57
Total	<u>157,592.10</u>

Checks cut since last Council Meeting

Disbursements via Debits to 4M Account

Disbursements via Debits to Checking Account

	TOTAL	
--	-------	--

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 G

TO: Joe Kohlmann, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Woodhaven Expansion Letter Of Credit Reduction
DATE: March 27, 2019

OVERVIEW:

The City has previously approved the Woodhaven Expansion development and it is currently under construction. As a provision of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work.

The Development Agreement also allows the Developer to apply to the City Council for a reduction of the financial security from time to time based on work completed.

In accordance with the Development Agreement, the Developer has requested a reduction in the financial security based on work completed to date. We have reviewed the project status, and recommend that the Letter of Credit may be reduced to \$132,450 at this time.

ACTION TO BE CONSIDERED:

City Council approval of the Letter of Credit reduction to \$132,450 based on work completed to date.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Woodhaven Expansion Letter of Credit Reduction Recommendation Letter

March 27, 2019

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

RE: Woodhaven Expansion
Letter of Credit Reduction

Dear Mr. Kohlmann:

This letter is in response to the letter from ALS Properties, dated March 5, 2019, requesting a reduction in their Letter of Credit. We have reviewed the status of the Woodhaven Expansion project. At this time, the project has not been completed. We would summarize the current project status as follows:

1. The grading has been substantially completed. However, as-built plans are needed to verify that grading has been completed correctly.
2. Turf has not been established at this time. Turf establishment of the upland area (with residential seed mixture) remains to be completed. Turf establishment of the infiltration areas and wetland buffers (with native plantings) also remains to be completed as specified in the plans.
3. Erosion Control measures are needed immediately. Inlet protection as shown on the plans and rock construction entrances for lots with active construction are required.
4. The sanitary sewer has been constructed and is substantially complete. The castings will have to be raised prior to paving the wear course of bituminous. As-built plans are needed.
5. The watermain has been installed and is substantially complete. The gate valve boxes will have to be raised prior to paving the wear course of bituminous. As-built plans are needed.
6. The storm sewer is installed and is substantially complete. The storm sewer manholes will have to be raised prior to paving the wear course of bituminous. As-built plans are needed.
7. The aggregate base, concrete curb and gutter, and bituminous non-wear course for the streets have been constructed. The bituminous wear course remains to be completed.
8. The street signs and wetland buffer signs remain to be installed.
9. We have not received the as-built utility plans or grading plans – we request that the applicant submit them for review and acceptance at their earliest convenience.

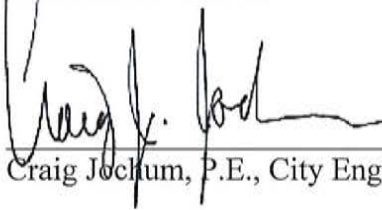
Mr. Joe Kohlmann, City Administrator
March 27, 2019
Page 2

10. We have not received recorded copies of the easement documents. Easement exhibits and descriptions were prepared by the applicant's surveyor and approved by the City – we request that the applicant submit copies of the recorded documents for City records.

Based on the status of the project as summarized above, the estimated cost to complete the remaining improvements is \$88,300. We therefore recommend that the Letter of Credit may be reduced to \$132,450.00 at this time, which is 150% of the estimated cost of the remaining improvements.

If you have any questions please call me at 763-427-5860.

Sincerely,
Hakanson Anderson



Craig Jochum, P.E., City Engineer

cc: Barb Held, City Clerk
Darcy Mulvihill, Finance Director
Kate Thunstrom, Community Development Director
Paul Teicher, Public Works Director
Shane Nelson, P.E., Assistant City Engineer
Michael Schrader, A.L.S. Properties
Chuck Plowe, Developer's Engineer

Grading

Grading Contingeny Pending As-Builts	\$5,000
Infiltration Basin Native Plant Establishment	\$4,000

Sanitary Sewer

Adjust Castings - 15 @ \$200	\$3,000
------------------------------	---------

Storm Sewer

Adjust Castings - 2 @ \$200	\$400
-----------------------------	-------

Erosion Control

Maintain Silt Fence - 50%	\$3,900
Turf Establishment	\$18,000
Wetland Buffer Restoration	\$2,500

Streets

Wear Course	\$30,700
Tack	\$1,400

Landscaping

Trees - 24 @ \$250	\$6,000
Shrubs - 19 @ \$100	\$1,900

Miscallaneous

As-Built Utility Plan	\$5,000
As-Built Grading Plan	\$5,000
Easement Recording	\$1,500

Total Estimated Cost of Remaining Work	\$88,300
City Code Requirement	150%
Letter of Credit Required	\$132,450

City of St Francis City Council Agenda Item
Executive Summary

Title of Item: **INTERIM USE PERMIT:** A request from Kevin Denker to conduct a home based business at 6032 Ambassador Blvd NW, within the A-2 (Rural Estate Agriculture) zoning district – PID 35-34-25-22-0003

Meeting Date: **4-1-2019**

Staff Reporting: **Kate Thunstrom, Community Development Director**

Summary: The applicant is proposing to have a home based business at his residential property. Property and business owner acquired the property and built a home on this property in 2018. Owner has operated his landscape business for 19 years out of his residential property in East Bethel. Since moving into St. Francis would like to operate the same business out of his new location.

Recommendations:

- **Both Staff and the Planning Commission (on a vote of 7-0) recommend approval of the requested IUP with conditions.**
- **Template motions, recommended findings, and suggested conditions can be found on pages 10-12**

List of Attachments:

- A) *Staff Report*
- B) *Applicant's submittals*

City of St. Francis
Interim Use Permit Report

To: **City Council**

From: Kate Thunstrom, Community Development Director

Meeting Date: **4-1-2019**

Applicant: **Kevin Denker**

Property Owner: (same)

Location: 6032 Ambassador Blvd NW (see page 2)

Zoning: **A-2: Rural Estate Agriculture**

Introductory information

Project: The applicant is proposing to operate a home based landscaping business under the IUP guidelines for a period of 15 years.

IUP Request: An Interim use permit to allow a home extended business for a landscaping company for a period of 15 years.

Background/Update

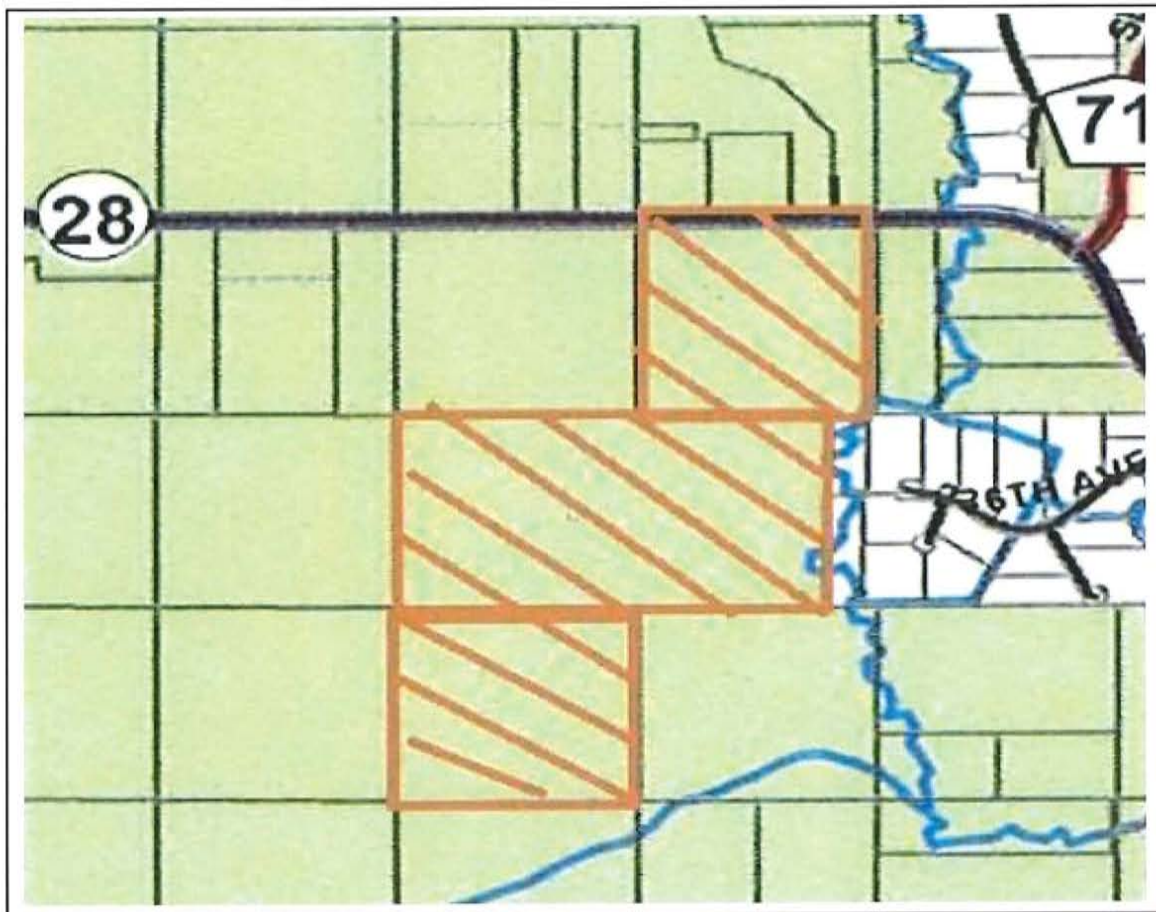
Resident and property owner Kevin Denker, acquired and built a home on the roughly 150 acres in St. Francis in 2018. Previously the owner had occupied and operated his landscape company at his residence in East Bethel. Due to the increase in equipment size Mr. Denker was required to relocate to a property on a road that had higher weight limitations. The residential property has been built, the driveway had been installed meeting engineering requirements for the home and the wetlands within the property.

Findings

- Site Data:***
- Lot Size $\approx$ 149.85 acres
 - Existing Use –Primary Residence – constructed 2018
 - Existing Zoning – A-2 Rural Estate Agriculture
 - Property Identification Number (PID): 35-34-25-22-0003

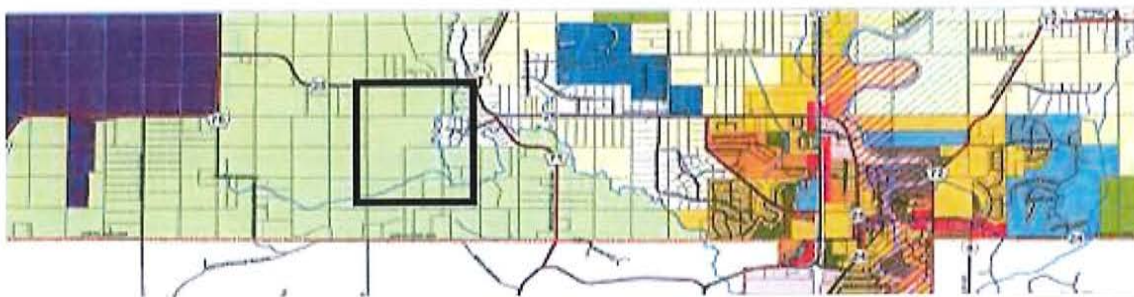
**Comp Plan
Guidance:**

- The City's 2030 Comprehensive Plan guides this lot for Agricultural use.
- The corresponding zoning assigned to this property (A-2). Corresponding zoning for a Home Extended Business allows business to be conducted within a detached accessory building as an interim use permit in the A-2 District.



Property Address: 6032 Ambassador Blvd

PID 35-34-25-22-0003



Application Review

**Applicable Code
Definitions:**

HOME EXTENDED BUSINESS: a home occupation that allowed for limited business activity in a detached accessory structure.

HOME OCCUPATION: Any occupation or profession engaged in by the occupant of a residential dwelling unit, which is clearly incidental and secondary to the residential use of the premises and does not change the character of said premise.

INTERIM USE: A temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer allow it.

INTERIM USE PERMIT: A permit issued in accordance with procedures specified in this Ordinance, as a flexible device to enable the City Council to assign time limits and conditions to a proposed use after consideration of current or future adjacent uses and their functions

**Applicable City
Codes:**

- **Chapter 10. Section 7: Administration – Interim Use Permits** Describes the purpose, procedures, criteria, performance standards and termination provisions for interim uses in the city.
- **Chapter 10, Section 21: Home Occupations**
Outlines the general standards required for all home occupations and home extended businesses
- **Chapter 10, Section 52: A-2 Rural Estate Agriculture District**
Outlines the allowed uses and other general development restrictions within the A-2 zoning district.
- **Chapter 8, Section 2: Public Protection, Refuse, Junk and Nuisances**
Defines the meaning of refuse, junk and nuisances, including the expectations of handling and the abatement process if a property fails to maintain its condition.

(cont.)

Staff Comment:

- The above referenced city code sections together provide the framework for the establishment and regulation of a home based business including the home extended business.
- The City's zoning code allows a home extended business to be completed within an accessory structure in the A-1 through A-3 zoning districts, provided that conditions are met.
- Codes exist for permitted home occupations as well as Home Extended businesses. Property owner utilizes equipment and space that requires a detached accessory structure for the purposes of the business.

**Home
Occupations:**

Chapter 10, Section 21 of City Code identifies the purpose of the Ordinance is to prevent competition with business districts and to provide a means through the establishment of specific standards and procedures by which home occupations can be conducted in residential neighborhoods without jeopardizing the health, safety, and general welfare of the surrounding neighborhood. In addition, this Chapter is intended to provide a mechanism enabling the distinction between those home occupations having minimal or no secondary impact ("Permitted Home Occupations") and those which have potential for adverse effects upon surrounding areas ("Interim Home Occupations" or "Home Extended Businesses").

Staff Comment:

Property owner and resident is proposing to operate a seasonal landscape business on a 150 acre parcel. This type of business is not specifically addressed as prohibited unless business creates objectionable light, glare, noise or vibration.

**Home Extended
Business:**

Chapter 10, Section 21-7 Home extended businesses are home occupations that may be conducted within a detached accessory building. Home extended businesses are allowed as an interim use in the A-1, A-2, A-3, RR, and ML-PUD Districts provided:

A. The conditions of Section 10-21-4 of this ordinance shall be satisfied

General home occupation requirements of 10-21-4 are as follows:

1. No home occupation shall produce light, glare, noise, odor or vibration that will in any way have an objectionable effect upon adjacent or nearby property.

Staff Comment:

Per application packet business will not be manufacturing or repairing of items onsite. Accessory building main purpose is storage of landscape equipment. **Criteria Met**

2. No equipment shall be used in the home occupation which will create electrical interference to surrounding properties.

Staff Comment:

Home occupation does not utilize high electrical or radio frequency that would create interference. **Criteria Met**

3. The home occupation shall be clearly incidental and secondary to the residential use of the premises, shall not change the residential character thereof, and shall not result in an incompatibility or disturbance to surrounding residential uses.

Staff Comment:

Primary use of property is residential and home to the owner/applicant. Home occupation is incidental to the residence and conducted in a detached accessory structure. **Criteria Met**

4. No home occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and State fire and police recommendations.

Staff Comment:

Per application packet, only changes to site will be the construction of a detached accessory structure. Structure size, setbacks and access to be guided by zoning ordinances. **Criteria Met**

5. There shall be no exterior storage of equipment or materials used in the home occupation, except that personal automobiles used in the home occupation may be parked on the site, provided the parking is in conformance with all outdoor storage and parking requirements found in Sections 10-16-15 and 10-19. (Ord 148, SS, 11-21-2010)

Staff Comment:

Applicants IUP is subject to the condition that an accessory structure is built. Purpose of the accessory structure is for the storage of tools and equipment specific to the home occupation. **Criteria Pending Condition**

6. The home occupation shall meet all applicable building and fire codes.

Staff Comment:

Accessory structure will be inspected by building department as part of required building permit. Building will be required to meet all building, zoning and engineering requirements. **Criteria Pending Condition**

7. No home occupation shall be conducted between the hours of ten o'clock in the evening (10:00 PM) and seven o'clock in the morning (7:00 AM) in a manner where business activity is detectable outside of the residence.

Staff Comment:

Per application packet, hours of operation are from 7am to 4:30 pm. **Criteria Met**

8. All home occupations shall comply with the provisions of City Nuisance Ordinances, including noise, outdoor storage, parking, and other such standards.

Staff Comment:

City Code as identified in Chapter 8, informs property owners of the city requirements on handling and storage of junk, refuse and nuisances. **Criteria Met.**

- B. **No more than two (2) persons other than those who customarily reside on the premises shall be employed.**

Staff Comment:

Per application, business employs two full time employees who are not residents of this property. **Criteria Met**

- C. **All activity on the premises associated with the home extended business shall not cause any adverse changes to the residential character of the neighborhood.**

Staff Comment:

Property is roughly 150 acres in size. Neighboring parcels range in size from ten (10) to 40 acres. Property borders city parkland on the east along the Seelye Brook. Residential structure and proposed accessory structure are located on the west center portion of the

150 acres. **Criteria Met**

- D. **Any exterior changes necessary to conduct the home extended business are sufficiently screened, properly designed, or separated by distance so as to be consistent with the existing adjacent residential uses and compatible with the residential occupancy.**

Staff Comment:

Property owner will utilize the accessory structure for storage. Any items not kept within the accessory structure would be required to be screen from neighboring residential properties. Property owner has not identified needed exterior changes beyond the accessory structure. **Criteria Met**

- E. **Any interior changes necessary to conduct the home extended business shall comply with all building, electrical, mechanical and fire codes governing the use of the use in a residential occupancy.**

Staff Comment:

As a condition to have the home occupation and business located on the property this applicant is required to construct a detached accessory building. Building will be required to meet all zoning, engineering and building codes. **Criteria Met**

- F. **Traffic generated by the home extended business shall involve vehicles types and volumes that typically associated with single family residences and that such traffic does not constitute a nuisance or safety hazard.**

Staff Comment:

Vehicles will be those associated with a landscape company. Access for property is onto Ambassador Blvd, a County Road. County input was received and they had no comment as this is not a site plan and/or the owner is not requesting a separate driveway. **Criteria Met**

- G. **Signs associated with the interim home occupation shall be in accordance with Chapter 42 of this Ordinance.**

Staff Comment:

Applicant is not proposing any signs. **Criteria Met**

- H. **On parcels greater than 5 (five) acres in size, small engine and appliance repair may be conducted, provided the applicant can sufficiently limit noise and other potential disturbances, and the detached accessory building is in a location that will not allow for likely disturbances to neighboring residences.**

Staff Comment:

Business type requesting IUP is for seasonal landscape and not for a use related to small engine and appliance repair services. **Criteria Met**

**IUP
Standards
Review:**

- I. **Any wholesale or retail sales must be incidental to the home occupation or low volume sales restricted by appointment.**

Staff Comment:

No wholesale or retail sales will be completed on site. Per application no customers will be on the property. **Criteria met**

Issuance of an IUP requires an analysis of the proposed use against the specific review criteria established in code. Criteria for an IUP as identified in Section 10-7-3 is based upon, but not limited to, the factors outlined in Section 10-6-3. Staff has reviewed the City's criteria as they pertain to the proposed home extended business, and we offer the following analysis for consideration:

General review Criteria (10-6-3):

The planning Commission shall consider possible effects of the proposed interim use. Its judgement shall be based upon, but not limited to, the factors outlined in Section 10-6-3 of this Ordinance. Chapter 10-6-3 Criteria as outlined in the Interim Use Permit Administration.

- 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.***

Staff Comment:

Businesses are an important contributor to local economic development. No amendments to the comprehensive plan are necessary. The plans have also been considered in relation to the specific policies and provisions of code as outlined above. **Criteria met.**

- B. ***The proposed use is or will be compatible with present and future land uses of the area.***

Staff Comment:

Home occupations as an extended home extended business are permitted in the A-2 zoning district as an interim use, and required standards for such are designed to ensure compatibility with present and future land uses throughout the City. Provided the applicant demonstrates compliance with city code, we find this **Criteria Met.**

- C. ***The proposed use conforms with all performance standards contained in this Ordinance.***

Staff Comment:

The performance standards for personal home extended business were reviewed as part of this report. Along with the attached conditions of approval. **Criteria met.**

- D. ***The proposed use can be accommodated with existing public services and will not***

overburden the City's service capacity.

Staff Comment:

The proposed facility can be accommodated by existing public services and will pose no unique burden on the City's service capacities. **Criteria met.**

E. Traffic generation by the proposed use is within capabilities of streets serving the property.

Staff Comment:

As the use will generate traffic specific to a landscape business where trucks and equipment are exiting during a.m. hours and return during p.m. hours. There is no concern about traffic in the area being impacted by the requested IUP. **Criteria met.**

Additional Information: Property owner completed a Home Occupation Permit as well as the required the IUP Permit application. Packet also includes the site survey showing driveway and building placement.

Public Comment: At the March 20, 2019 the Planning Commission received one public comment regarding the specifics of this proposed project. Clarification was requested on the business operation, size and noise from a neighboring property.

Conclusion:

The following is a summary of the requested interim use permits along with staff's recommendations.

- **Request for an interim use permit** to allow a home extended business
- **Recommendation: APPROVAL of the IUP with combined conditions**, based on the fact that the provided application outlined the type and operation of the proposed.

Options:

The City Council has the following options:

- A) APPROVAL OF THE REQUESTED IUP (based on the applicant's submittals and findings of fact)
- B) DENIAL OF THE REQUESTED IUP (based on the applicant's submittals and findings of fact)
- C) TABLE THE ITEM and request additional information.
 - Based on an application date of 02/05/2019, the 60-day review period for the IUP application expires on 4/5/2019. A 60 day extension would be required.

Template Denial Motion: ***(not recommended)***

- "I move to recommend denial of the requested interim use permit based on the following findings of fact:"
 - *(provide findings to support your conclusion)*

***Template Approval
Motion:
RECOMMENDED***

- “I move to approve the requested interim use permits based on the findings of fact in the staff report, and subject to the conditions listed on pages 11 and 12 or as may have been amended here tonight.”

***Suggested Findings
of Fact:***

1. The proposal is consistent with the Agricultural designation in the City’s Comprehensive Plan
2. Home extended businesses are permitted through an interim use permit in the city’s A2 agricultural zoning districts.
3. The proposed home extended business is consistent with the conditions recommended by the City’s Planning Commission, will not have a significant detrimental impact on the surrounding neighborhood.
4. With the recommended conditions attached to the approval of the interim use permit, the site will maintain safe and healthful conditions.

***Recommended
Conditions:***

1. Accessory structure will be built meeting building and zoning requirements.
2. No advertising or signage will be place at the property.
3. All application materials plans and specifications are incorporated by reference and made part of the interim use permit.
4. Damage to adjacent roadways caused by activities or deliveries related to this project shall be repaired at the applicant’s expense.
5. Engineer approval of accessory structure location, grading and access will be reviewed as part of building permit process.
6. Comment to be received, considered and met as requested by Anoka County.
7. The applicant shall sign a consent agreement from the City of St. Francis agreeing:
*That the applicant, owner, operator, tenant and/or user has no entitlement to future re-approvals of the Interim Use Permit;
That the interim use will not impose additional cost on the public if it is necessary for the public to fully or partially take the*

property in the future; and That the applicant, owner, operator, tenant and/or user will abide by conditions of approval attached to the Interim Use Permit.

8. The interim use shall terminate upon an event of either a violation of the conditions of the interim use permit, or upon expiration of the original term including any extensions thereto.
9. The City hereby reserves the right to inspect the premises in which the home occupation is being conducted to ensure compliance with the provisions of this Ordinance or any conditions additionally imposed.
10. An Interim use permit to be allow for a home extended business for a landscaping company until April 1, 2034 unless the interim use is discontinued, the permit shall lapse by non-use six (6) months after notice from the City.

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

RESOLUTION 2019 - 10

A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A
HOME EXTENDED BUSINESS ON THE PROPERTY AT
6032 AMBASSADOR BLVD NW

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota was held on the 1st day of April, 2019. The following members were present:

Council Member introduced the following resolution and moved its adoption:

WHEREAS, the City of St. Francis is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of St. Francis has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Kevin Denker and Melissa Denker ("Applicants") are owners of the property at 6032 Ambassador Blvd NW which is legally described as follows:

That part of the North Half of the Northwest Quarterly 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.

WHEREAS, the Applicants are requesting an interim use permit to allow a seasonal landscape home extended business to operate within an outbuilding on their property; and

WHEREAS, the business has been in operation for approximately nineteen years; and

WHEREAS, the applicant's applied for an interim use permit prior to locating the business on site as needed according to City Code; and

WHEREAS, staff fully reviewed the request and prepared a report for consideration by the Planning Commission on March 20, 2019; and

WHEREAS, the Planning Commission held a public hearing on the request on March 20, 2019, and considered input from a single resident; and

WHEREAS, the Planning Commission recommended approval of the request based on the applicant's submittals and findings of fact; and

WHEREAS, the City Council considered on April 1, 2019, the recommendations of the Planning Commission, Staff, the Applicant's submissions, the contents of the staff report, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves an interim use permit to allow a home extended business to operate within an outbuilding on the property at 6032 Ambassador Blvd NW based on the following findings of fact:

- a) The proposal is consistent with the Agricultural designation in the City's Comprehensive Plan and home extended businesses are permitted through an interim use permit in the city's A2 zoning district;*
- b) No external evidence of the business is apparent from the street, and no changes to the appearance of the accessory structure or home are proposed. Business will not have a significant detrimental impact on the surrounding neighborhood;*
- c) No exterior storage applicable to the business is proposed;*
- d) The business does not employ more than two people, and both people reside on the premises;*
- e) No deliveries beyond typical residential deliveries (i.e. one per day per service) will occur in conjunction with the business;*
- f) No signs for the business exist, and no signs are proposed;*
- g) On-site sales do not occur as part of this business.*

BE IT FURTHER RESOLVED, that approval of the interim use permit shall be subject to the following conditions:

1. Accessory structure will be built meeting building and zoning requirements.
2. No advertising or signage will be placed at the property.
3. All application materials plans and specifications are incorporated by reference and made part of the interim use permit.
4. Damage to adjacent roadways caused by activities or deliveries related to this project shall be repaired at the applicant's expense.

5. Engineer approval of accessory structure location, grading and access will be reviewed as part of building permit process.
6. The applicant shall sign a consent agreement from the City of St. Francis agreeing:
 - a. That the applicant, owner, operator, tenant and/or user has no entitlement to future re-approvals of the Interim Use Permit;
 - b. That the interim use will not impose additional cost on the public if it is necessary for the public to fully or partially take the property in the future; and
 - c. That the applicant, owner, operator, tenant and/or user will abide by conditions of approval attached to the Interim Use Permit.
7. The interim use shall terminate upon an event of either a violation of the conditions of the interim use permit, or upon expiration of the original term including any extensions thereto
8. The City hereby reserves the right to inspect the premises in which the home occupation is being conducted to ensure compliance with the provisions of this Ordinance or any conditions additionally imposed.
9. An Interim use permit to be allow for a home extended business for a landscaping company until April 1, 2034 unless the interim use is discontinued, the permit shall lapse by non-use six (6) months after notice from the City.

The motion for adoption of the foregoing resolution was duly seconded by Council Member and, upon vote being taken thereon, the following voted in favor thereof: The following voted against or abstained:

Whereupon the resolution was declared duly passed and adopted the 1st day of April, 2019.

Steven D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

Dated

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated _____
Kevin Denker

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated _____
Melissa Denker

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: 2020-2022 Urban County Requalification Participation
DATE: April 1, 2019

OVERVIEW

Every three years Anoka County requests the City to declare its intended level of participation in regards to the eligibility of Federal Community Development Block Grants (CDBG) and HOME Investment Partnership Program (HOME) funds.

Anoka County accepted the designation of an Urban County for the federal block grant entitlement funds. The City of St Francis is part of the Urban County qualification. The funding Anoka County receives for these grants is based on demographic information of St Francis along with all other participating cities/townships within Anoka County.

The City does not directly qualify for CDBG or HOME and must obtain funding opportunities through an Urban County or the State of Minnesota. The process for the City to obtain funding requires an application process and the ability to meet a federal National Objective.

In 2007, the City entered into, by Resolution 2007-22, the Cooperative Agreement with Anoka County for the purposes of the Federal CDBG and HOME funds. This agreement outlines the mutual participation with the Anoka County Urban County qualification and automatically renews until one or both of the parties "opt-out" of the agreement for the programs.

ITEMS TO BE DISCUSSED:

Participation with Anoka County for 100% of City eligibility. • Funding for the City is through annual competitive process • Applications competitive to other cities within AC only. • Limited amount of funds available, annual CAP of	Split the city between Anoka and Isanti County. • This would not increase funding eligibility. • Funds associated with the Isanti portion of the city would not affect federal allocations as it is not developed.	Participation with Isanti County – MN Department of Employment and Economic Development for 100% • Isanti County has not obtained Urban County status. • All funding requesting would be processed
---	---	---



\$300,000 for awarded projects.	• Majority of applications would still be processed by Anoka County.	through MN DEED offices • Funding would be competitive with state wide applications.
---------------------------------	--	--

POTENTIAL BUDGET:

No impact

ATTACHMENTS:



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

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: **Worksession Scheduling**
DATE: April 1st, 2019

OVERVIEW:

Staff is looking to schedule a worksession with the City Council on April 22nd.

Recommended Motion:

Motion to schedule worksession.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9D

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: **DNR Requested Variances**
DATE: April 1st, 2019

OVERVIEW:

The City of St. Francis applied for variances from DNR Rules relating to the Wild, Scenic, and Recreational administrative rules.

There is a 30 day comment period that expires on April 26th, 2019 at 4:30 p.m.

The impact of getting these variances granted would allow the City substantial growth of the water and sewer utilities, driving down utility rates for current and future users.

Notices (*attached*) were mandated to be sent to all property owners within a 350 ft. radius of the impacted 500 acres.

Not everyone in the City was required to be notified. However, everyone has an opportunity to comment on the requested variances. It is strongly encouraged that residents urge the DNR to approve the requested variances. The City will be pushing a social media campaign in the near future.

Residents need to email: Dan Petrik at daniel.petrik@state.mn.us

City Staff suggests the following language be emailed:

"As a St. Francis resident, I fully support the City of St. Francis' requested variances from the administrative rules relating to the Wild, Scenic, and Recreational Rivers.

Name
Address"

*More Detailed Information available in the attached PowerPoint Presentation.

Requested Action:

Review, Discuss and promote public comment on the request.

Department of Natural Resources

Notice of Petition for a Variance from Administrative Rule

Dated: March 26, 2019

NOTICE IS HEREBY GIVEN, that the City of St. Francis (City), pursuant to *Minnesota Statutes*, section 14.055, has submitted a petition to the Minnesota Department of Natural Resources (DNR) for discretionary variances from the administrative rules relating to Wild, Scenic, and Recreational Rivers. The requested variances affect a nearly 500-acre area of land along the Rum River on the City's north side (see Attachment 1). The petition requests the following variances:

1. A reduction of the minimum riparian lot area from the required four acres to 20,000 square feet. *See Minn. R. 6105.0110, subp. 2(B).*
2. A reduction of the minimum non-riparian lot area from the required four acres to a density range of two to seven units per acre. *See Minn. R. 6105.0110, subp. 2(B).*
3. A reduction of minimum riparian lot width from the required 250 feet to 70 feet. *See Minn. R. 6105.0110, subp. 2(B).*
4. A reduction of the structure setback from the normal high water mark from the required 150 feet to 75 feet. *See Minn. R. 6105.0110, subp. 3(B)(1).*
5. Allow attached housing as a permitted use, instead of limiting development to single-family residential uses. *See Minn. R. 6105.0100, subp. 3.*
6. Allow development to be processed through the City's Planned Unit Development (PUD) process, instead of the Planned Cluster Development (PCD) process provided in rule. *See Minn. R. 6105.0140, subp. 3.*

Pursuant to *Minnesota Statutes*, section 14.056, subdivision 3, the DNR is required to make reasonable efforts to ensure that persons or entities who may be affected by the requested variances have timely notice of the petition. Because you have been identified as a person or entity who may be affected by the petition, the DNR invites you to comment.

The petition may be reviewed in its entirety at the DNR's webpage:

https://www.dnr.state.mn.us/waters/watermgmt_section/wild_scenic/wsrivers/rum-river-variance.html

ALL COMMENTS MUST BE RECEIVED BY: 4:30 p.m. on April 26, 2019.

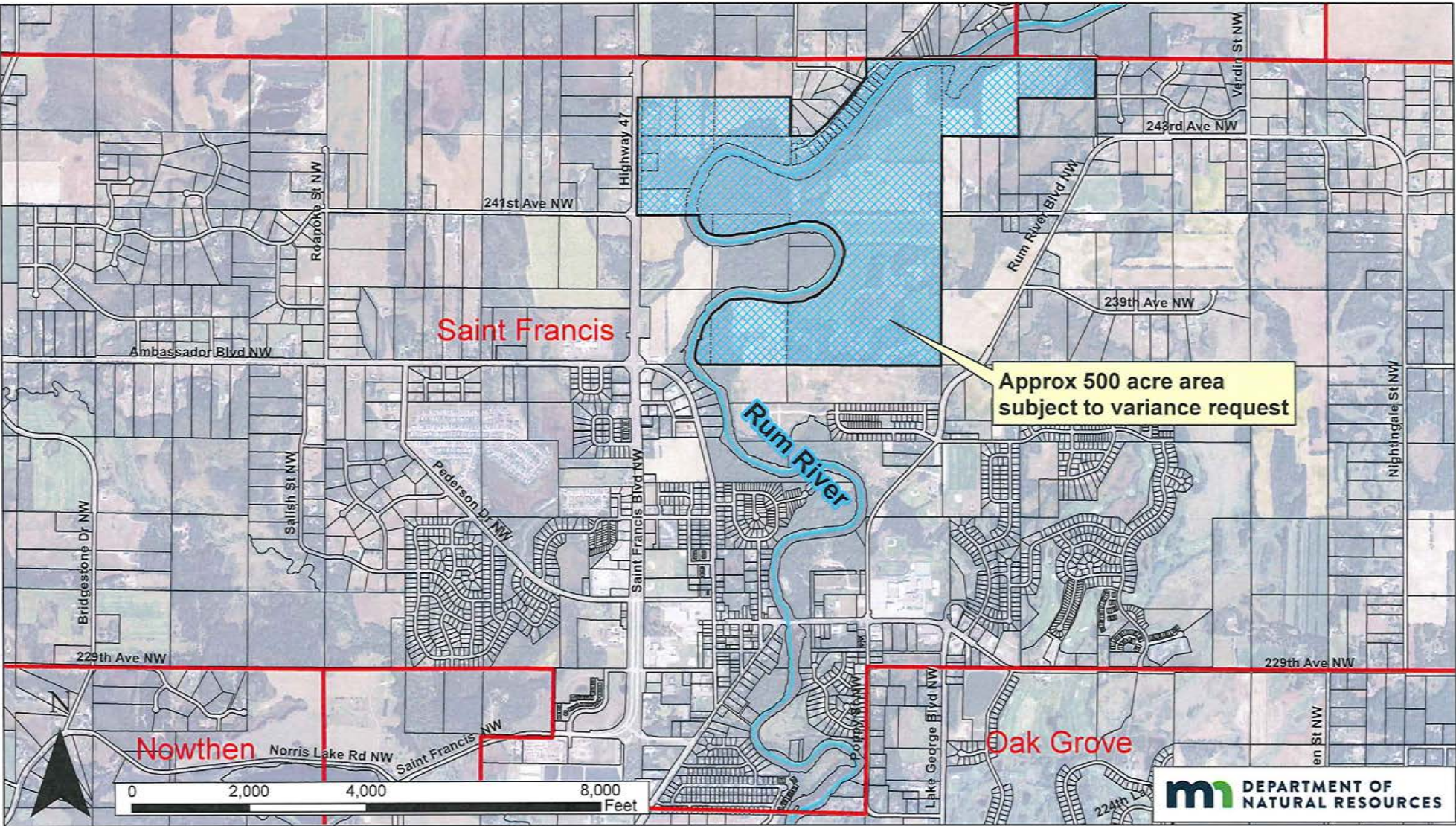
Comments can be e-mailed to: daniel.petrik@state.mn.us

Alternatively, comments can be mailed to the following postal address:

Minnesota Department of Natural Resources
Attn: St. Francis Variance-Dan Petrik
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

The DNR will review and consider all comments prior to issuing its decision.

Attachment 1. City of St. Francis Variance Request to Rum Wild and Scenic River Rules





DNR Variance Request and Action from Public

City Council Presentation

April 1st, 2019

By

Joe Kohlmann

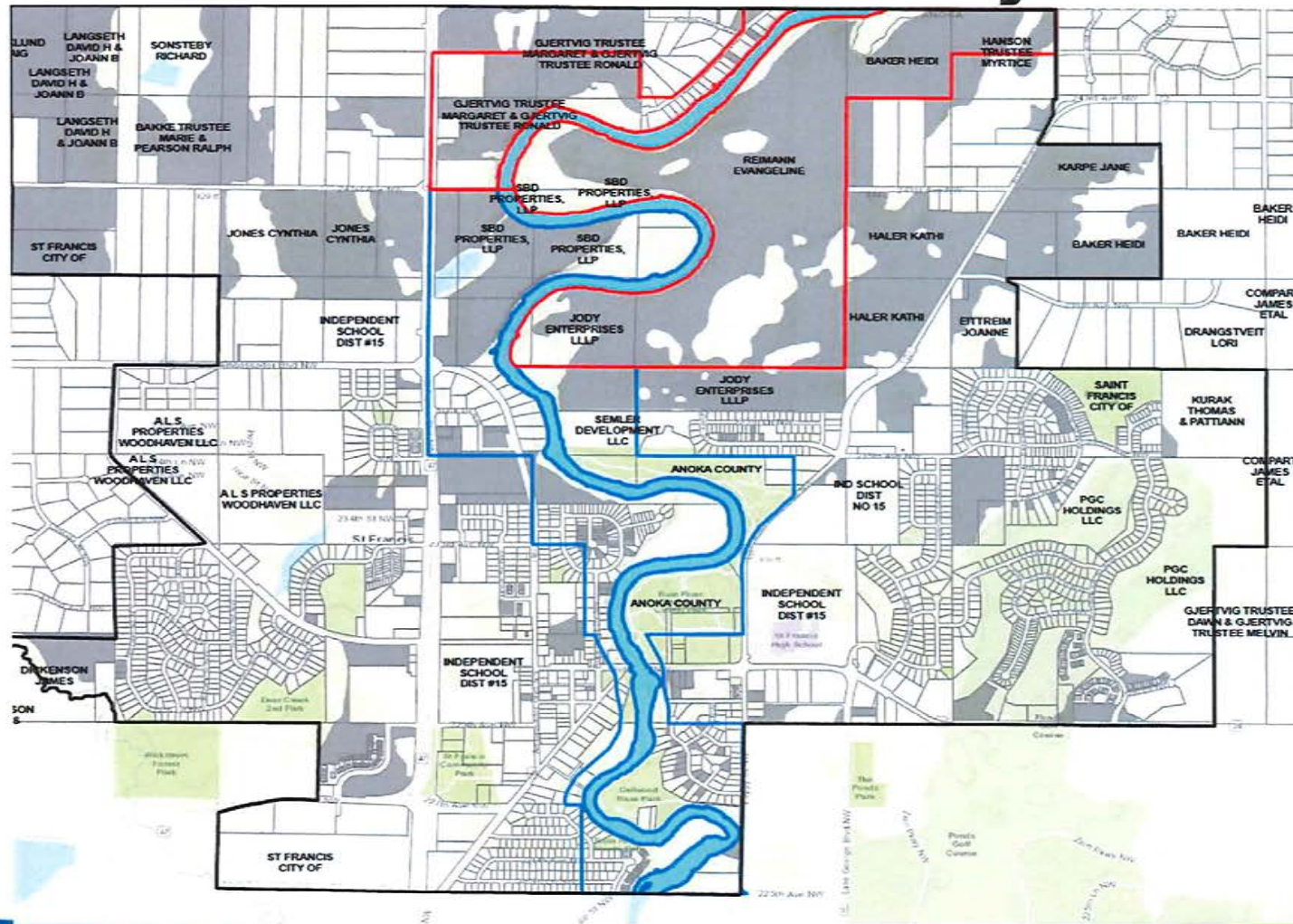
Wild and Scenic Overlay District Overview

- Rum River adopted the Wild and Scenic Overlay district in 1978
- There are two designations for the Wild and Scenic District – “Rural” and “Urban”
- In short, the Wild and Scenic District restricts the number of units per buildable acres, for example – a 46.8 acre piece of land:
 - Rural – would allow for 18 units of housing (1 unit per 2.5 acres)
 - Urban – would allow for 93 – 140 units of housing

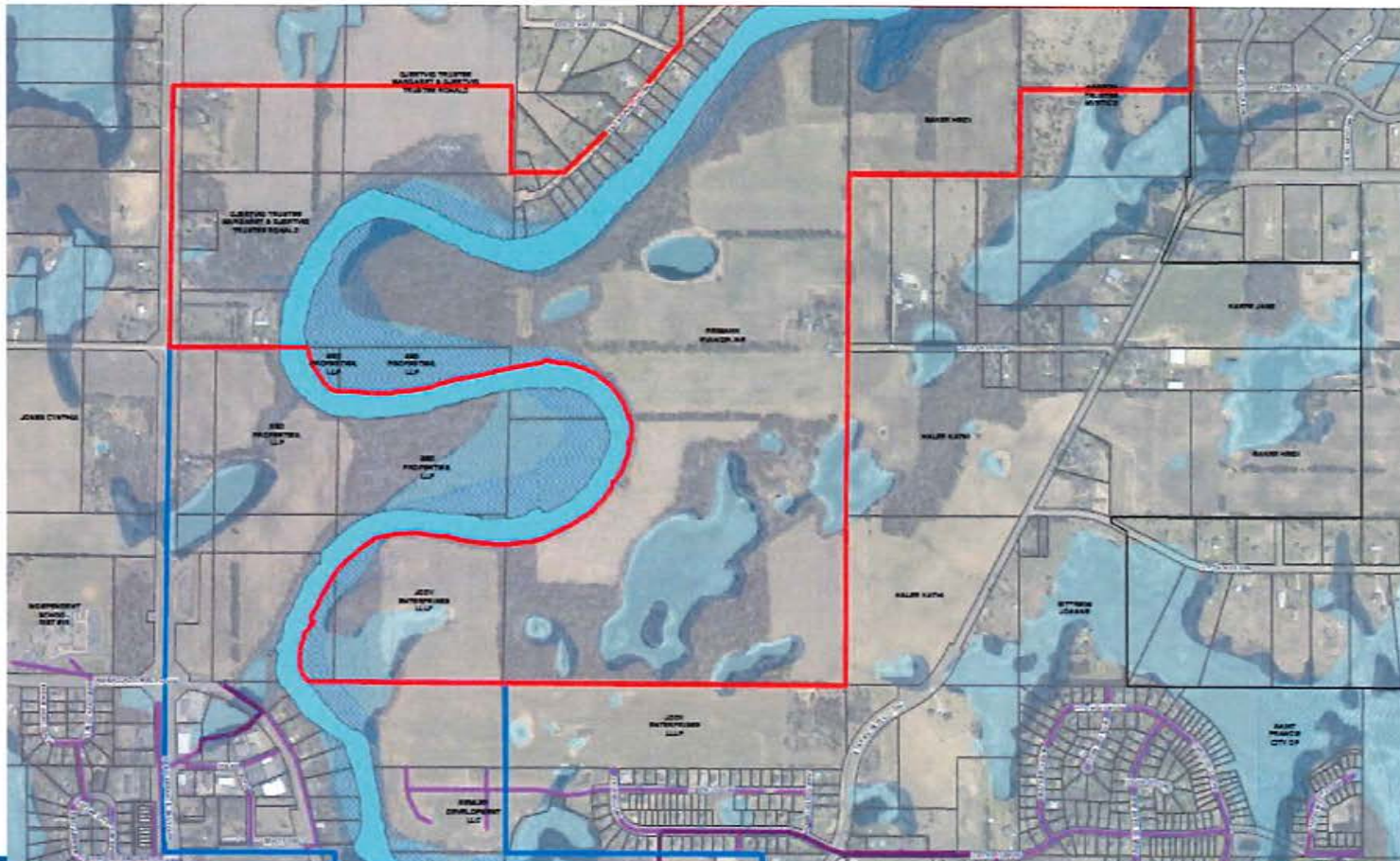
What is St. Francis classified as and what does this mean?

- The southern portion of St. Francis (along the Rum River) is designated as “urban”
- The northern portion of St. Francis (along the Rum River) is designated as “rural”
- In the cited example of 46.8 acres – Rural impact
 - This density is not cost effective to provide water and sewer service to
 - There would be too few users to justify running the infrastructure to
 - Road projects would burden other residents because the same amount of road would have fewer tax contributions
- 46.8 acres – Urban Impact
 - 93 – 140 acres would generate \$682,000 - \$1,028,000 in WAC/SAC
 - More homes would be added to the tax roles for road projects
 - Approximately 494 acres impacted by the “rural” designation

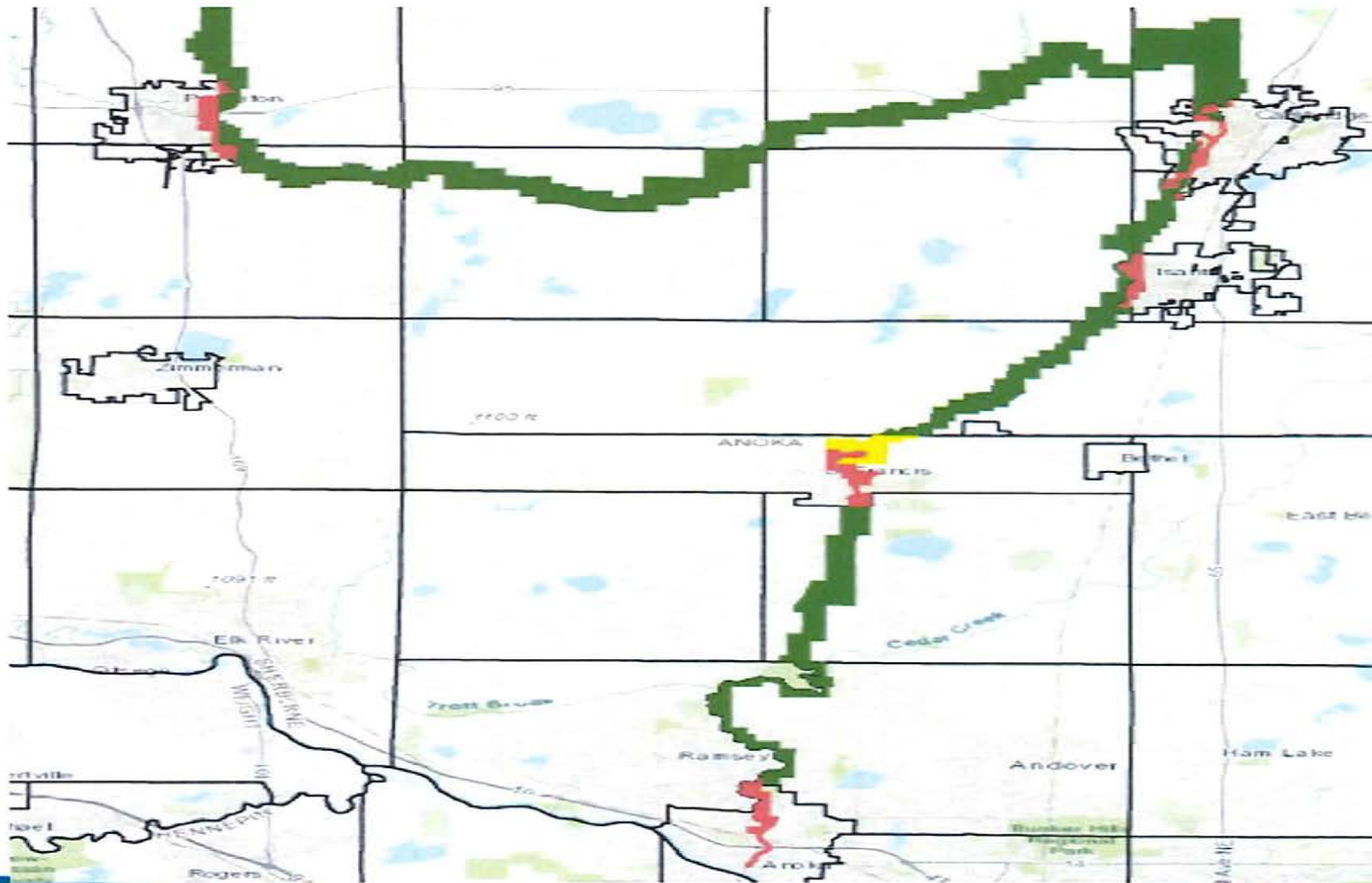
Wild and Scenic Overlay



Utilities in relation to rural district



What does the rest of the Rum River designation look like?



What to do now?

- The City has applied for variances with the DNR to except the “rural” section of the overlay district to make it consistent with the “urban” standards.
- The DNR needs to hear resident feedback on the matter and public comment will likely drive the decision making with the DNR
- All utility users who would like more economical water and sewer bills should email the following:

Who and what?

- daniel.petrik@state.mn.us
- Email
- What – language below:
- As a St. Francis resident, I fully support the City of St. Francis' requested variances from the administrative rules relating to the Wild, Scenic and Recreational Rivers.
- Name
- Address

Next Steps

- Staff intends to send out notices via Facebook and the City's website
- The City will be strongly relying on “word of mouth” and “social sharing” from residents of St. Francis.



Community Development

Quarterly Report of January through March 2019

MnDOT

The first of a series of community engagement events directed at Hwy 47 will take place on Tuesday, April 23rd from 4:30 to 7:30 p.m. The open house will be held at the First Baptist Church, 22940 St. Francis Blvd. Staff will promote this event through the website and social media. This event is to target residents and users of Hwy 47.

An event specific to businesses will also be scheduled shortly.

More information will be released and shared prior to this event.

Economic Development

- **Kwik Trip** –Construction is scheduled to begin April 1st with a projected opening date of coffee and donuts at 5 a.m. on August 15th.
- **Meridian Behavioral Health**– a CUP application was approved June 2018, they are working to determine if they will be moving forward or requesting an extension.
- **Senior Living Project** – PUD approved for 229th Avenue site on February 2018, project has requested an extension.
- **3518 Bridge Street** – a site analysis was completed and supports the site to be used as restaurant or entertainment use. Staff working on marketing and RFP for proposals.
- **3757/3765 Bridge Street** – sites are clean, seed will be addressed on corner lot when able. Market study shows site supports a retail multi-tenant building.
- **3731 Bridge Street** – pre-demolition assessment completed, survey work completed, title work in process with possible hearing in April, city is waiting for closing date.

AC Regional Economic Development – All cities met and discussed the work completed and future goals. We organized and planned for further marketing and events the group with participate in. St. Francis will assist in a table in May to promote the group and city. The website <https://www.anokacountysuccess.org/>, will continue to be maintained and updated regularly by Anoka County's Economic Development Coordinator who works directly with city staff.

Housing Development



Rivers Edge Development – five homes are in place so far, four completed. Staff will be meeting with developer in April to plan for future phases, parks, trails and discuss the developments future.

Woodhaven Expansion – garages are in and the property has seven houses on site. Some of the new homes are models and will not be immediately filled with occupants. New homes expected to be added this year.

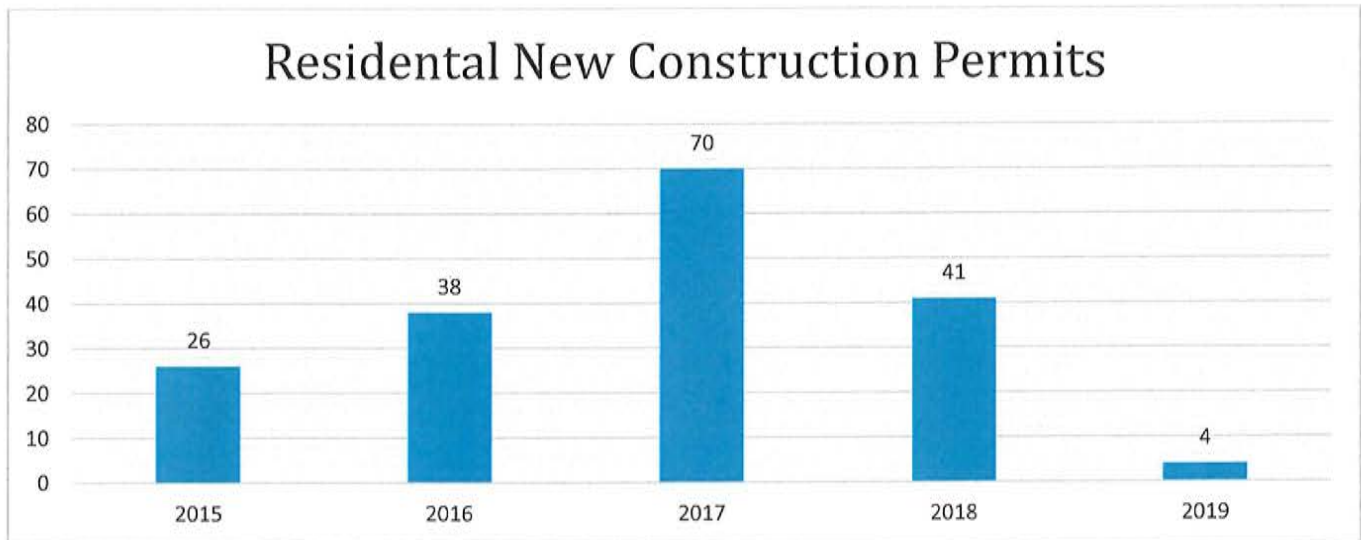
Meadows Townhomes – legal counsel presented to the Judge on February 25th. The Judge is allowed 90 days to review. Staff has several developers with interest in this development and will be brining information to the EDA.

Chelsey Gardens Townhomes – permit under review. This is the final building of the four anticipated units. This will be a ten (10) unit attached townhome structure and complete the development.

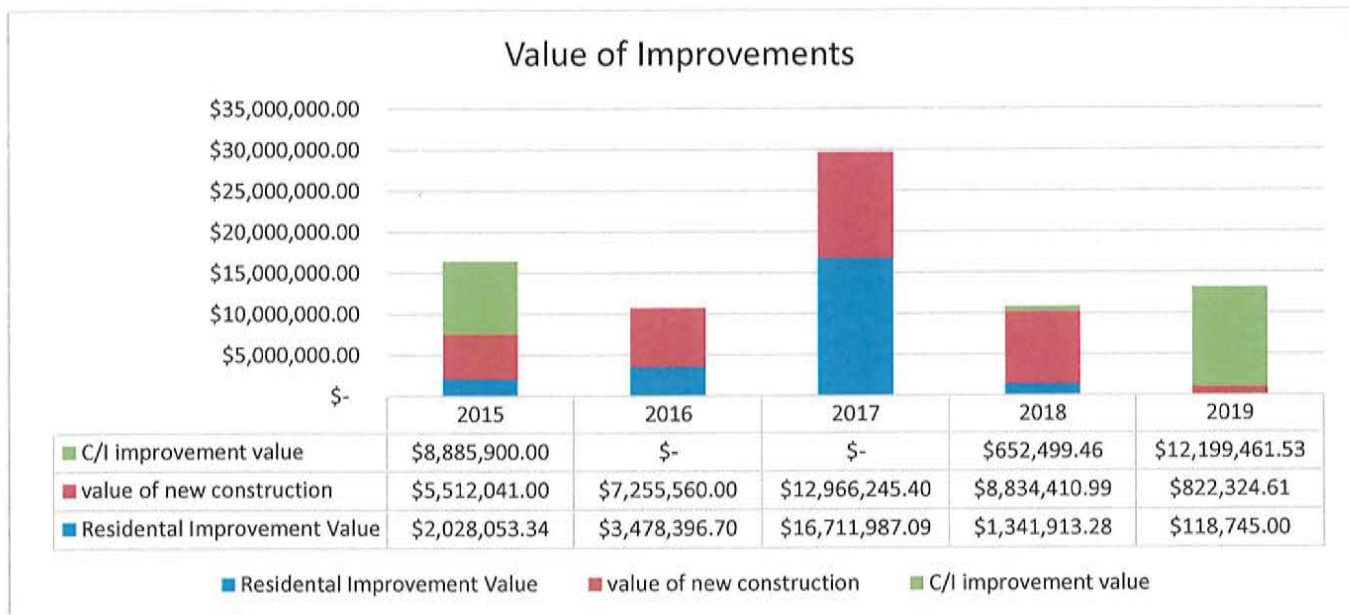


Building Department

For the first quarter of 2019 we have received four new construction permits. At this time in 2018 we were at 7.



Permit value is an important indicator in regards to the overall investment happening in the city. A new home or building should be looked at as a benefit as there is high importance of the upkeep and sustainability of existing housing and building stock. It is important to maintain what is already in place to ensure it continues to serve a need and adds value.





Administration

- DNR Variance – The city submitted the variance request and fees to the DNR to begin the official review of our request. One requirement of our request is a public comment period. I have attached the notice that was provided to all property owners within the rural river district and those that are 350 feet from the river district, as required by State Statute. The comment period runs until April 26th. A copy of the letter and map of the area is attached.
- Efficiency – the Building Official now has remove access to permits and files. This will enable him to view property history, open permits
- Vacant and Rental – recent water breaks have identified vacant properties that have failed to register. Working on rental ordinance to bring updates to Council.
- Comprehensive Plan – final edits underway for submission to Met Council.

Code Enforcement

The City of St. Francis administers code enforcement on a complaint basis.

Residents with a concern or complaint should contact City Hall.



The Following properties are ongoing code enforcement efforts:

- 22xxx Rum River Blvd, nuisance property - Administrative Search warrant was utilized to review the property condition. Staff has provided the owners a timetable and expectations to address steps to move forward. If owners fail to meet deadlines will move towards abatement actions with City Council.
- 23xxx Ambassador Blvd, nuisance property, city abated garbage and debris last October. Property owners are continuing to create additional nuisance issues. Staff monitoring as property owners have been foreclosed upon and bank ownership in coming weeks may be more productive.
- 10xx 237th Ave, excessive junk and debris and vehicles
- 23xxx Tamarack St, property less than 5 acres with a horse, excessive junk and debris including garbage and dilapidated buildings. *(Photo above from this property)*
- 24xxx Partridge St, excessive junk and debris, too many accessory structures. Council approved extended deadlines to address issues. Staff working closely with property owner on progress.
- 23xxx Nightingale St, excessive vehicles, junk and debris. Council approved extended deadline.
- 22xxx Poppy St, accessory structure nuisance due to graffiti, fails to meet accessory structure architectural details.

Department of Natural Resources

Notice of Petition for a Variance from Administrative Rule

Dated: March 26, 2019

NOTICE IS HEREBY GIVEN, that the City of St. Francis (City), pursuant to *Minnesota Statutes*, section 14.055, has submitted a petition to the Minnesota Department of Natural Resources (DNR) for discretionary variances from the administrative rules relating to Wild, Scenic, and Recreational Rivers. The requested variances affect a nearly 500-acre area of land along the Rum River on the City's north side (see Attachment 1). The petition requests the following variances:

1. A reduction of the minimum riparian lot area from the required four acres to 20,000 square feet. *See Minn. R. 6105.0110, subp. 2(B).*
2. A reduction of the minimum non-riparian lot area from the required four acres to a density range of two to seven units per acre. *See Minn. R. 6105.0110, subp. 2(B).*
3. A reduction of minimum riparian lot width from the required 250 feet to 70 feet. *See Minn. R. 6105.0110, subp. 2(B).*
4. A reduction of the structure setback from the normal high water mark from the required 150 feet to 75 feet. *See Minn. R. 6105.0110, subp. 3(B)(1).*
5. Allow attached housing as a permitted use, instead of limiting development to single-family residential uses. *See Minn. R. 6105.0100, subp. 3.*
6. Allow development to be processed through the City's Planned Unit Development (PUD) process, instead of the Planned Cluster Development (PCD) process provided in rule. *See Minn. R. 6105.0140, subp. 3.*

Pursuant to *Minnesota Statutes*, section 14.056, subdivision 3, the DNR is required to make reasonable efforts to ensure that persons or entities who may be affected by the requested variances have timely notice of the petition. Because you have been identified as a person or entity who may be affected by the petition, the DNR invites you to comment.

The petition may be reviewed in its entirety at the DNR's webpage:

https://www.dnr.state.mn.us/waters/watermgmt_section/wild_scenic/wsrivers/rum-river-variance.html

ALL COMMENTS MUST BE RECEIVED BY: 4:30 p.m. on April 26, 2019.

Comments can be e-mailed to: daniel.petrik@state.mn.us

Alternatively, comments can be mailed to the following postal address:

Minnesota Department of Natural Resources
Attn: St. Francis Variance-Dan Petrik
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

The DNR will review and consider all comments prior to issuing its decision.

Attachment 1. City of St. Francis Variance Request to Rum Wild and Scenic River Rules

