

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
MARCH 6, 2017
ISD #15 CENTRAL SERVICE CENTER
4115 Ambassador Blvd NW
6:00 PM

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA - *All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*
 - A. City Council Minutes – February 21, 2017
 - B. Hold Harmless Agreement – 22545 Zea Street
 - C. Planning and Engineering Agreements
 - D. St. Francis Lion's Charitable Gambling Permit – April 1, 2017
 - E. Payment of Claims
5. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***
6. SPECIAL BUSINESS
 - A.
7. PUBLIC HEARINGS
 - A.
8. OLD BUSINESS
 - A.
9. NEW BUSINESS
 - A. 23215 Tamarack Street – Excavation & Fill Permit
 - B. ISD #15 – Ord. Amendment, Conditional Use permit & Site Plan Review - Event Parking Lot
 - C. St. Francis Transitional Care Facility – Extension Request
 - D. Connexus Energy Land Lease Option
 - E. Building Inspection Contract Service Agreement
10. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person***
11. REPORTS
 - A. Administrator's Report –
 - B. Fire Department – Annual Report
 - C. Councilmember Reports
12. ADJOURNMENT

***For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.**

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – March 6th, 2017 Council Meeting

Agenda Items:

4. CONSENT AGENDA:

- a. City Council Minutes – February 21st, 2017
- b. Hold Harmless Agreement – Enter into Hold Harmless Agreement for Water Issues on Zea Street. \$4,525.
- c. Planning and Engineering – Enter into service Agreements with Sambatek for City Planning Services and Hakanson Anderson. Service Agreements are standard and follow the proposals received by the City.
- d. Temporary On-Sale – Lion's Club bingo event.
- e. Payment of Claims–

6. SPECIAL BUSINESS:

A. None

7. PUBLIC HEARINGS

A. None

8. OLD BUSINESS

A. None

9. NEW BUSINESS

- A. 23215 Tamarack Street – Excavation and Fill Permit. Planning Commission recommended approval. Interim Use Permit. **Resolution 2017-07**
- B. ISD #15 Ordinance Amendment, CUP, Site Plan Review –
Ordinance Amendment – Section 10-19-8-E
Resolution 2017-08
- C. St. Francis Transitional Care Facility - Application extension request. Planning Commission recommended approval. **Resolution 2017-09**
- D. Connexus Energy Land Lease Option – Enter into land lease option agreement with Connexus Energy to allow solar panels at the wastewater treatment facility site. Connexus is proposing \$1,000 acre per year for 20 – 30 years.
- E. Building Inspection Services – The City received two quotes. East Bethel and Metro West provided proposals for inspection services. Consider entering into service agreements with either company.

11. Reports:

- A) City Administrator – no report
- B) Fire Department – Year End Report

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
FEBRUARY 21, 2017

5:00 pm Informational Meeting with Met Council: Kyle Colvin, Assistant Manager Engineering Program from the Met Council gave a power point on their wastewater service area and facilities. The Met Council became a regional utility in 1969. Colvin explained where their regional facilities are located and the age of their infrastructure. They are 100% funded by user fees. Their Regional Service Policies are updated every 10 years. For rural service areas the time to inquire on future acquisitions would be during the comprehensive plan updates.

Feldman said on the campaign trail I was asked if the Met Council dictates the community. Do you mandate Section 8 housing? Colvin said there is an expectation for any community that they guide to have affordable housing units. Muehlbauer said your numbers have been over inflated recently. Colvin tried to explain the growth statistics and how they came about.

Dialogue went back and forth between Colvin and the council on potential/future growth, expansion of the Met Council wastewater service in St. Francis and surrounding communities, and requirements the City would have to follow regarding Section 8/Affordable housing if Met Council took over our system.

Feldman stated our main concern is that we have a WWTF coming on in April with a total capability of around 2700 additional connections. Can we work with some of the surrounding communities and then hook up to you? They would look to maximize the investment. Discussion was held on the East Bethel facility. Do we have a possibility that our plant go online with the help of Met Council if we help other communities. Colvin stated we usually do not go in and purchase a new treatment facility. Feldman said our facility was planned for a population that may never come. Down the road can we get help if we team up with other cities? Colvin said we are open to discuss this. Mike Rodger asked if there is a percentage of population that would be required to be Section 8. Not sure exactly, more on affordable housing and not just Section 8. Questions was asked if you take over wastewater treatment facility do you take over the water treatment too? Colvin said there is no plan or interest for regional water supply. Would you take over our WAC (Water Access Charge) and SAC (Sewer Access Charge) charges? WAC would be the cities, SAC is greater cost and would be worked out.

Feldman said, so the Met council is open for discussion with us and thank you for your time. I am happy that the Met Council is here and is open minded. I want to make sure that the communication stays open. Feldman closed the meeting at 5:53 pm.

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 Jerry Tveit, Joe Muehlbauer, Robert Bauer and Rich Skordahl. Also present City Administrator Joe Kohlmann, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Jared Voge (Bolton & Menk) Kate Thunstrom, Community Development Director, Police Chief Todd Schwieger, Fire Chief Matt Kohout, Liquor Store Manager John Schmidt, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY MUEHLBAUER SECOND SKORDAHL TO APPROVE THE AGENDA AS SUBMITTED. Motion carried 5-0.

4. **CONSENT AGENDA**

MOTION BY MUEHLBAUER SECOND BAUER TO APPROVE THE CONSENT AGENDA ITEMS A-F and H AS FOLLOWS

- A. City Council Minutes – February 6, 2017
- B. Fire Works Agreement between Northern Pyrotechnics and the St. Francis Area Chamber of Commerce/City of St. Francis
- C. Pay Request No. 19 for \$349,147.00 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
- D. Approval of a Temporary On-Sale Liquor License for the St. Francis Lions Club and waive the fee during Pioneer Days
- E. Approval of Planning Commission Term Extension for Brittney Berndt
- F. Amusement License for Virtual Reality Arcade, 23168 St. Francis Blvd.
- G. Interim Wastewater Class "A" Operator
- H. Payment of Claims \$831,276.23 (ACH 182E-185E \$690,599.03 and Checks #72079-72150 \$341,452.03)

Motion carried 5-0.

Interim Wastewater Class "A" Operator: Bauer can we wait and put the WWTF on a delay start up. Waiting until fall instead of spring? Teicher reported the MPCA is expecting us to start at this given time. Difficult to tell them no because there are expectations we need to follow. Teicher felt it was going to be fall of 2017 but construction went very well with good weather. We have already started the start-up of equipment, training on new equipment, and working with company representatives regarding the startup. The new operator is coming as an entry level operator. This would be a temporary agreement and would be terminated as soon as Parish (Barten) receives notice of passing the Class "A" exam from the MPCA. You can operate up one step up over your plant. Our old plant was a Class "C" facility and we have two operators that have their Class "B". Bauer said little disconcerting that we

have this facility in the works and no one is licensed. MOTION BY SKORDAHL SECOND MUEHLBAUER TO ENTER INTO A CONTRACT SERVICE AGREEMENT WITH KLUVER CONSULTING. Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

Mike Rodger, 2770 232nd Lane NW; questioned the Work Order No. 12 and who signed for it. Is it typical to bring the change order five months after the change order was completed? The Bridge Street change order of \$35,743.50. Mike Rodger asked if the document was not signed by the city is it legal binding contract? Assistant City Attorney Schaps said that is what the council will take action on. Who approved the change order for the Gridor Construction? From this day on if there are any change orders that come forward they should have city approval first.

Liza Fairbanks, 24360 Yukon Street, I would like to see if you would address chickens again. Direct staff to look into the current ordinance.

I would also like to address the speed limit on Bridge Street. It goes from 30 to 40 mph and then 15 mph by the roundabouts. I would like to see if we could get it more consistent. Teicher said it is a county road and they do post the speed limit. During the construction of the roundabouts this was discussed in length to get a consistent speed throughout the area. Anoka County will be conducting some speed studies, and hopefully starting in March. Teicher said he would be contacting Anoka County.

As part of the St. Francis all night Senior Party we are looking for a donation of \$500 to help out and worked together. Staff will look at the request and put it on the next agenda.

6. **SPECIAL BUSINESS**

A. Patriot Award: Staff Sgt. Richard Seibert introduced Bill Obedoza stated part of his job with the Department of Defense is to hand out awards and be mediators. We are all volunteers. I thought it was a good fit to be part of the St. Francis Police Reserves with my background in the military. I was in the middle of my FTO and with a very short notice I received notification that I will be deployed to Cuba in March. Both Chief Schwieger and Reserve Johnson were very accommodating. That is why I nominating them for the Patriot Award. Also presented a certification of appreciation to the police department.

7. **PUBLIC HEARINGS**

None

8. **OLD BUSINESS**

A. Pay Request No. 11 and Change Order No. 3 to LaTour Construction for the Bridge Street Utility Improvement: Feldman stated the next two items, Pay Request No. 11/Change Order No. 3 along with Work Order No. 12 was tabled at the last meeting so I request a motion to take the issues off the table for discussion. MOTION BY MUEHLBAUER SECOND BAUER TO TAKE

FROM THE TABLE BOTH ISSUES FOR CITY COUNCIL DISCUSSION.
Motion carried 5-0.

Muehlbauer asked what can we do to be more proactive to have the change orders come in on a timely matter. Voge said the first item is the final pay estimate for the city project. Some of the material came in lower than anticipate and some higher. The Final Pay Estimate No. 11 to LaTour Construction includes all work completed through October 29, 2016 for \$75,462.27. The Change Order No. 3 for \$32,710.12 reconciles the final contract amount with the final contract quantities which were incorporated in the project. MOTION BY TVIET SECOND SKORDAHL TO APPROVE.
Motion carried 5-0.

- B. Work Order No. 12 t for the Bridge Street Utility Improvement : Voge reported the Work Order reflects the aggregate bedding (sewer rock) incorporated into Anoka County's Bridge Street Improvements Project by R. L. Larson Excavating Inc. during the installation of sanitary sewer. As stated at the last meeting the aggregate bedding was required as a result of organic and unsuitable soils encountered at and below the sanitary sewer pipe. This was necessary to prevent settlement of the sanitary sewer. Included in the packet was a spreadsheet which includes the information associated with the rock incorporated into the project as well as a figure illustrating the locations where the rock was installed. The work was incorporated into the project. 1750 tons were originally submitted. All the tickets were verified. The county and city entered into a joint agreement. Feldman said six different locations and soil borings were done. They were probably done in 2013 or 2014. I would like to see some procedural changes so this doesn't happen again. Who is at fault here? Can we question the county? Voge said the soil borings were obtained by Anoka County. They also ran into problems with their street project with the soils. Feldman said couldn't we have held more retainage or have a line item for the sewer rock because of our soil. Voge said it is a difficult determination. Feldman said I would like to have two authorized people to review before the change orders happen. I would like to have the public works director and city administration to go out on site. Voge explained the difference between a work order versus a change order. How can we get the information before the orders are completed? Feldman asked about pre-bid meetings. Voge said that is an option usually done on larger projects. In future projects I think we should have pre-bid meetings. Muehlbauer said this is a county project and why are we picking up the extra cost. City is responsible to any items containing to the sewer portion of the project. MOTION BY TVEIT SECOND SKORDAHL APPROVING WORK ORDER NO. 12 FOR THE 2015-BRIDGE STREET UTILITY IMPROVEMENTS. Motion carried 5-0.

9. NEW BUSINESS

- A. Pay Request No. 4 Final and Change Order No. 1 to Park Construction Company for Pederson Drive Improvement: The Final Pay Request No. 4 from Park Construction Company for the Pederson Drive Improvement is \$34,112.95 and the Change Order No. 1 is (\$36,747.40). Feldman said this one came under budget. MOTION BY MUEHLBAUER SECOND BAUER APPROVING PAY REQUEST NO. 4 FINAL AND CHANGE ORDER NO. 1 TO PARK CONSTRUCTION FOR THE PEDERSON DRIVE IMPROVEMENT. Motion carried 5-0.
- B. Building Official Position and Nowthen Contract: Due to the recent resignation of the Building Official, the City was forced to reexamine the building service functions. Staff brought the topic to the City Council at the February 13th Work Session. Currently the City has a contract with the City of Nowthen for Building Official Services. City Staff is working to supplement the inspection services through a contracted service for commercial and septic inspections. Staff anticipates securing a contracted service proposal for consideration at the March 6th City Council meeting. The Building Official job description was reviewed and updated. Our current Building Inspector Phil Dahlheimer could be promoted to Building Official Limited for the time being. MOTION BY MUEHLBAUER SECOND SKORDAHL TO PROMOTE PHIL DAHLHEIMER AS THE BUILDING OFFICIAL. Motion carried 4-1. Bauer voting nay.

MOTION BY BAUER SECOND TVEIT TO UPDATE THE BUILDING OFFICIAL JOB DESCRIPTION. Motion carried 5-0.

MOTION BY MUEHLBAUER SECOND FELDMAN TO TERMINATE THE CONTRACT WITH THE CITY OF NOWTHEN FOR BUILDING OFFICIAL SERVICES. Kohlmann stated they may be in favor of going with an earlier termination date than the 60 days as stated in the contract. Motion carried 5-0.

- C. Squad Car Transfer to Fire Department: The Police Department is on a standard rotating schedule for replacing squad cars. The used squad car(s) usually get traded in to the dealership. The trade in value for the vehicle was estimated at \$4,000. However, the Fire Department identified a need for an additional vehicle. This would allow the Fire Chief to use the squad car as a day-to-day vehicle and allow the Fire Officers to utilize the fire utility truck. This idea was discussed at the February 13th Work Session. MOTION BY BAUER SECOND MUEHLBAUER TO TRANSFER THE USED SQUAD CAR TO THE FIRE DEPARTMENT TO ALLOW FIRE OFFICERS TO UTILITY THE FIRE TRUCK. Bauer asked how the \$4,000 will be transferred. Motion carried 5-0.

10. MEETING OPEN TO THE PUBLIC
None

11. REPORTS

- A. Administrator's Report - Stormwater Presentation: Kohlmann stated he was asked to give a presentation to explain the Stormwater Fund. Muehlbauer thanked Kohlmann for this presentation. Feldman asked so where does this money go? Kohlmann said it goes into a designated fund. Skordahl stated just so people know, this does not replace any effects to continue to grants. Tveit asked just a side note asked if there is anyone on staff that is knowledgeable in grant writing. How do you even write them so they have the right buzz words. Kohlmann said usually engineers are more up to date as to what is out there for grants. Bauer said once the fees go out and if property owners do not pay what is the fee if assessed. Mulvihill said \$66 assessed to their taxes. There is a 10% administration fee. Council asked that this power point be placed on the website.
- B. Public Works - January Report: Public Works Director Paul Teicher gave his monthly report for the water, sewer, streets and parks department. Feldman asked when it gets cold again will you flood again? Teicher said no, we try to be open from Christmas break until mid-February.
- C. Councilmember Reports – Tveit reminded everyone that he will have a meet and greet at the community room at 7:00 pm Wednesday evening. A time to get to know your councilmembers and ask any questions you may have. Tveit said I am not in favor of our city administrator to go down on the site to approve a change order. They are busy and not experts on how and why it needs to be corrected. Should rely on the inspector and maybe have the inspector take the pictures. That is why the inspector is there and they are the expert. Tell the engineer to take pictures and let us know what is going on.

Muehlbauer regarding the sound I have not done too much research in the last couple weeks. Did have a work session and was open to the public. Subscription messaging would have people ask questions and more engagement. Any ideas let me know. During our work session we talked about different engineers and planning services, reviewed the Nowthen contract and set a few goals.

Skordahl still want to than the staff still coming to the council meetings.

Bauer said March 6 he will be absent from the council meeting.

Feldman said now it looks like Sunday liquor may pass. In regards to work orders, if it come to pictures okay but I am looking at how to make the system a little more efficient so the engineer is in sync with staff and contractor. I don't think there is anything wrong with asking questions, I don't think there is anything wrong with accountability or anything wrong with everyone knowing

what is going on. Feldman said I think the work session went extremely well. The finance committee will have it's first meeting in March. In regards with the sound we are working on that. I just want to remind people that water rates are always on our mind. We are doing things just be patient please. Remind to signal your turns when exiting the roundabouts. Paul our public works director will keep in touch with the county on the speed limits. Thanked staff and thank the residents for coming out.

12. **ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular city council at 7:23 pm.

Barbara I. Held, City Clerk

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4B

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Hold Harmless Agreement – Zea Street
DATE: 3-6-17

OVERVIEW:

The City received a complaint from a resident at 22545 Zea Street NW related to water damage from a water pipe break on or about December 2015. The damage amount appeared to be considerable because of the time needed to locate and repair the damaged line. In discussing the matter with the City Attorney's Office, it appears the City has potential valid defenses on this claim but the cost of litigation would likely exceed the damage amounts. While this appears to have been a unique circumstance, the City will also review existing policies and procedures with a view toward limiting these types of claims in the future.

ACTION TO BE CONSIDERED:

Motion to enter into the Hold Harmless Agreement with resident on Zea Street.

Attachments:

- None

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4C

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Planning and Engineering Services
DATE: 3-6-17

OVERVIEW:

The City went out for Requests for Proposals for Planning and Engineering services. The services agreements match up with the proposals received by the City Council.

ACTION TO BE CONSIDERED:

Motion to enter into service contracts with Sambatek for Planning services and Hakanson Anderson for Engineering Services

Attachments:

- Sambatek Service Agreement
- Hankanson Anderson (will be added to packet day of the meeting)

**MASTER SERVICE AGREEMENT BETWEEN
OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES**

THIS MASTER SERVICE AGREEMENT BETWEEN OWNER AND CONSULTANT ("Agreement") is entered into effective as of (3-6-2017) ("**Effective Date**") by and between the City of St. Francis ("**Owner**") having an office located at 23340 Cree Street NW St. Francis, MN 55070; 763-753-2630; and Sambatek, Inc. ("**Consultant**") having an office located at 12800 Whitewater Drive, Suite 300 Minnetonka, Minnesota 55343.

PERIOD OF SERVICE

The term of this Agreement is a period of one year from the Effective Date. Thereafter, this Agreement will automatically renew for successive terms of one year each, unless Consultant or Owner delivers written notice to the other party, at least sixty (60) days before the end of the then current annual term that it is terminating the Agreement as of the end of the then current annual term.

WORK SCHEDULE

THIS AGREEMENT IS ENTERED INTO ON A BLANKET BASIS AND SHALL GOVERN ALL CURRENT AND FUTURE PROJECTS FOR WHICH CONSULTANT PROVIDES SERVICES ("**Services**") TO OWNER. This Agreement itself does not obligate Owner to engage Consultant to provide Services for any project, nor does it obligate Consultant to provide Services to Owner for any project. To engage Consultant to perform Services for a project, Owner and Consultant will execute a project-specific work schedule ("**Work Schedule**") which will supplement this Agreement and contain, among other things, the following project-specific information and terms:

- A. Description of the project ("**Project**") for which Consultant is being engaged to provide Services;
- B. The scope of Consultant's services for the Project ("**Scope of Services**");
- C. Consultant's Project fees and the method and manner of compensating Consultant for the Services, including Consultant's rate schedule ("**Rate Schedule**") and list of reimbursable expenses; and
- D. Work authorization/approval.

In the event of an inconsistency between a provision of this Agreement and a provision of the applicable Work Schedule, the Work Schedule will govern. If Owner authorizes Consultant to proceed with Services without executing a project-specific Work Schedule (e.g., authorization by email from Owner to Consultant), Consultant may proceed with providing Services prior to receiving the executed Work Schedule, in which event Owner shall compensate Consultant for expenses and time incurred based on the Rate Schedule. Owner will nonetheless execute a Work Schedule for that Project upon Consultant's request, but Owner's failure to execute a Work Schedule will not relieve Owner from compensating Consultant for Services otherwise authorized by Owner.

COMPENSATION

Consultant shall be paid for Services provided in accordance with the following method, plus reimbursable expenses including, but not limited to, print and plotting charges, Fed Ex, UPS, messenger delivery charges, mileage, plus all taxes (including sales taxes), fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services, if applicable.

Consultant will submit bills to Owner monthly, and Owner agrees to pay all bills within twenty (20) days of receiving same. Any invoice not paid within twenty (20) days of the invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold deliverables until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Owner for any costs or damages that result from such suspension, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Owner, the time schedule and fees for remaining Services shall be equitably adjusted.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant's staff time spent in efforts to collect the overdue balance.

Owner's failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

Owner hereby acknowledges that sufficient funds are currently available and assigned to pay for the cost of Services contemplated by this Agreement. Consultant has the right, at its sole discretion, to stop work and withhold work product or Services if payments have not been received within twenty (20) days of invoicing date.

If the Services are suspended by Owner for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

CHANGE ORDERS

In the event of any changes in the Scope of Services, Owner agrees to issue a written Change Order ("Change Order") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Owner does not issue a Change Order that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to the Rate Schedule, plus reimbursable expenses.

OWNER'S RESPONSIBILITIES

Owner agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Consultant may rely on the accuracy of the Owner's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Owner's information is the Owner's responsibility.

Owner shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Owner shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Owner shall furnish right-of-way entry and continuous unimpaired access to the entire Project site for Consultant to perform its Scope of Services.

INDEMNIFICATION

Subject to the limitations set forth below in this Agreement, Consultant and Owner each agree to indemnify and hold harmless the other, and their respective officers, employees, agent and representatives, from and against liability for all claims, losses and expenses, including reasonable attorney's fees to the extent such claims, losses and expenses are caused by the indemnifying party's negligent acts, errors and omissions. In the event claims, losses or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence.

LIABILITY LIMITATION

Owner agrees to limit Consultant's liability to its professional services fee or \$50,000 (whichever is less) and Owner agrees to hold Consultant harmless for liability in excess of such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

WARRANTY

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

LIEN NOTICE – ONLY APPLICABLE TO PROJECTS IN MINNESOTA

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

DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

TERMINATION

Owner may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Owner shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Owner shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000 Each Accident/Policy Limit/Each Employee
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 General Aggregate / \$1,000,000 Products/Completed Operations Aggregate
Automobile Liability	\$1,000,000 Each Accident: Combined Single Limit Bodily Injury/Property Damage
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General liability shall name the Owner as an additional insured. The insurer agrees to give 30 days written notice in the event of cancellation by the insurance company (10 days written notice for non-payment of premium). Such notice will be given on all insurance coverages required in this Agreement.

MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Unless Owner requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Owner agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Owner. The documents prepared by Consultant for any Project are instruments of Consultant's Services for use solely with respect to that Project and, unless otherwise provided, Consultant shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. If Owner has paid Consultant in full for its Services, Owner shall be permitted to retain copies, including reproducible copies, of Consultant's documents for Owner's information, reference and use in connection with the Project. Consultant's documents shall not be used by the Owner or others for other projects, for additions for the Project, or for completion of the Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Owner's use of Consultant's work product and documents, Owner shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents and employees from any and all claims arising out of the reuse or misuse of such work product or documents.

B. HAZARDOUS MATERIALS

Owner represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Owner must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant's will notify the Owner and – to the extent required by law – notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Owner or any other entity suspend services until such time as Owner retains the appropriate entities to identify and (as appropriate) abate, remediate or remove the hazard material. Owner agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator or transporter of hazardous material (as defined by law). Owner hereby agrees to defend, defend and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Owner acknowledges that borings, excavations and other penetrations that are part of the Services, if any, must be located at safe distances from underground utilities or other man-made objects. Owner shall advise Consultant of all utilities that service or are located on the Project site and any underground improvements located on the Project site. Prior to any drilling that is part of the Scope of Services, Consultant will contact state notification centers, where available, or individual utility providers where a state notification center is not available. Consultants shall be entitled to rely on the information provided by locating vendors. If public utility owners do not provide the locating service on private property or the property owner has private underground improvements that cannot be cleared through state notification center or public utility owners, Owner shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor. Consultant will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Owner's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Owner, and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If, under this Agreement, Services are provided during the construction phase of the Project, Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the work, nor shall Consultant be responsible for a contractor's failure to carry out the work in accordance with the contract documents or for a contractor's failure to comply with applicable laws, ordinances, rules, or regulations.

F. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Owner, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Owner agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Owner's contracts with contractors. Owner also agrees that Owner and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall defend, indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

G. UNAVOIDABLE DELAYS

To the extent any time period for performance by Consultant applies, Consultant shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of Owner, inclement weather, or any other events or causes beyond the control of Consultant.

H. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

I. ASSIGNMENT

Owner may not assign this Agreement without the written consent of Consultant.

J. TEAM RELATIONS

Owner and Consultant agree to work together on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

K. ENTIRE AGREEMENT

This Agreement (including the applicable Work Schedule that supplements this Agreement) represents and contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior oral and written agreements and understandings.

L. GOVERNING LAW

The Agreement shall be construed, interpreted and enforced in accordance with the laws of the state in which the Project is located.

M. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

N. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

O. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

P. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement and on any Work Schedule that are transmitted by fax, email or other electronic means shall be valid and binding.

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

City of St. Francis

SAMBATEK, INC.

Printed Name

Date:

Printed Name

Date:

CITY OF ST. FRANCIS AGREEMENT FOR CITY PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made this 6th day of March, 2017, by and between the City of St. Francis, Anoka County, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter the “City,” and Hakanson Anderson Associates, Inc., hereinafter the “Engineer.”

WHEREAS, the City has reviewed responses to an RFP for professional engineering services and has determined that the Engineer, based on their response to an RFP for professional engineering services, will meet the City’s needs and requirements as they relate to professional engineering services, and;

WHEREAS, the City has determined that services will include, but are not limited to, preparation of plans and specifications for projects as determined by the City; development of reports, studies and applications for review and approval by the City and other agencies for municipal operations including sanitary sewer, public water systems, stormwater management, streets and roads and other public improvements; plat review; other such engineering services performed by a city engineer; and;

WHEREAS, it is intended that this contract shall govern the terms of services and compensation of the Engineer and all the conditions thereof; and

WHEREAS, the City has indicated a desire to engage the services of the Engineer in connection with said work.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants of this agreement as set forth herein it is agreed by and between the parties as follows:

- I. The City hereby retains the Engineer to furnish and perform the professional services hereinafter specified and to pay the Engineer subject to the conditions and at the rates included herein. The Engineer agrees to provide and perform any and all engineering services in connection with the work ordered or directed by the City and to accept as payment the fees for such work as included herein. The engineering services are separated into **Projects, Developments, General Engineering and Routine Engineering**.
- II. **Projects.** The Engineer, at the direction of the City, agrees to perform the following Engineering Services for **Projects**.
 - A. The Engineer shall serve as the City’s engineer in the identification, planning and the supervision of construction projects and shall give consultation and advice to the City during the performance of these services.

B. Project Services of the Engineer:

1. Diagrammatic: The Engineer shall prepare all required schematic drawings, layouts, flow diagrams, studies, reports, construction cost estimates based upon the diagrammatic and make a presentation at a public hearing, as requested by the City.
2. Preliminaries: The Engineer shall supervise the making of all required sub-surface explorations, shall make the necessary topographical surveys for the design purposes and shall prepare preliminary drawings, outline specifications, a construction cost estimate based upon the preliminaries, and make a presentation at a public hearing, as requested by the City.
3. Contract Documents: From the approved preliminaries, the Engineer shall prepare working drawings, specifications and other necessary documents completely describing the material and workmanship required and procedures to be followed for the construction of the project. Should there be a change in the scope of any project that is the direct result of City directed change, the Engineer shall adjust the preliminary construction cost estimate to include these changes in the scope of a project. The Engineer shall prepare all necessary contract documents for the project work to be completed.
4. Receipt of Proposals: The Engineer shall furnish up to four sets of drawings and specifications, as directed, for the City's use. In addition, the Engineer shall provide electronic copies of drawings and specifications for the use by bidders in submitting proposals. The Engineer may require a deposit from the contractor on the drawings and specifications. The Engineer shall assist the City in securing proposals from bidders, in analyzing such proposals, shall prepare a bid summary for City review, make a recommendation based on bid documents and responses and prepare all contract documents for execution by the City and contractor.
5. Construction Activity: The Engineer shall perform the following tasks during the construction phase of the project.
 - a. Construction Observation: The Engineer shall perform observation of the project by a qualified construction observer checking the contractor's work for compliance with the drawings and specifications. The Engineer shall protect the City against defects and deficiencies in the work of the contractor.
 - b. Additional Instructions: The Engineer shall issue such additional instructions to the contractor as may be necessary to interpret the drawings and specifications or to illustrate changes required in the contractor's work to comply with the drawings and specifications.

- c. Contractor's Submittals: The Engineer shall check shop drawings, samples, equipment, approval data and other data submitted by the contractor for compliance with the drawings and specifications.
- d. Contractor's Requests for Payment: The Engineer shall review and make recommendations for payment based upon the contractor's requests for payment in accordance with the provisions of the General Conditions of the Contract.
- e. Construction Staking: Engineer shall provide field survey to provide general line and grade for the work to be constructed in accordance with the Contract Documents.
- f. Special Performance Tests: The Engineer shall witness and fully report the results of all special performance tests required for the Project and supervise the geotechnical work and materials testing.
- g. Record Drawings: The Engineer shall prepare record drawings showing changes in the work authorized during construction and shall submit a set of reproducible drawings to the City.
- h. Final Acceptance: The Engineer shall prepare completion lists when substantial completion of the project is claimed by the contractor and again when final completion is claimed. When the contractor has completed the work in accordance with the terms of the contract documents, the Engineer shall certify a recommendation for acceptance to the City and an approval of the contractor's final request for payment. The Engineer shall prepare a punch list of items that require the contractor's attention and correction. The Engineer shall not make a recommendation for final payment until all work, including those items identified as deficient have been corrected.
- i. Instruction to the City: The Engineer shall arrange for detailed instruction by the contractor and manufacturer's representatives, to the City or its delegated representative in the proper operation and maintenance of the equipment furnished and installed for the project. The Engineer shall transmit to the City two (2) certified copies of all necessary drawings, manuals, operating instructions and other related materials necessary for the operation and maintenance of all installed equipment.

C. **Other Project Services** of the Engineer for **Projects** shall include the following when authorized and directed by the City:

1. Special Assessments: The Engineer shall be responsible for preparation and presentation of all special assessment documentation for City consideration. The Engineer shall be responsible for responding to questions from the public regarding special assessments. The Engineer shall attend all special assessment hearings and respond to questions of the City, staff or public.
2. Contractor Default: Assisting the City in arranging for continuation of the work should the contractor default for any reason; and providing construction observation over an extended period should the construction contract time be exceeded by more than five percent not occasioned by fault of the Engineer.
3. Work performed in connection with acquisition of easements, right of way and survey control.
4. Work performed in connection with local, state, or federal grants.
5. Work performed in connection with wetland permitting.

D. Compensation for services under this section of the Agreement shall be in accordance with Section VI of this Agreement.

III. **Developments:** The Engineer, at the direction of the City, agrees to perform the following Engineering Services for **Developments**.

A. The Engineer shall serve as the City's professional representative in performing engineering functions as directed by the City for work associated with development. This work shall include but not be limited to the following:

1. Plat reviews.
2. Site plan reviews.
3. Special engineering studies for developments.
4. Participating in meetings and conferences involving engineering questions for private developments or improvements.
5. Construction observation.

B. The work shall include the performance of specific duties as directed including but not limited to furnishing information to the City in letter, report or memorandum form, as appropriate, describing the findings, conclusions,

recommendations or engineering observations made as the result of performing these Engineering Services relating to **Developments**.

- C. Compensation for services under this section of the Agreement shall be in accordance with Section VII of this Agreement.

IV. **General Engineering:** The Engineer, at the direction of the City, agrees to perform the following Engineering Services for **General Engineering Services**.

- A. The Engineer shall serve as the City's professional representative in performing engineering functions as directed by the City for work including but not limited to the following:
 - 1. Services as directed by the City not covered under **Projects** – Section II or **Developments** – Section III.
- B. Compensation for services under this section of the Agreement shall be in accordance with Section VIII of this Agreement.

V. **Routine Engineering:** The Engineer agrees to perform the following Engineering Services for **Routine Engineering Services**.

- A. The Engineer shall serve as the City's professional representative in performing engineering functions for the following:
 - 1. Attend regularly scheduled City meetings up to a maximum of 24 per calendar year.
 - 2. Attend weekly staff meetings up to 2 hours per week.
 - 3. Perform annual MS4 Stormwater Permit Administration duties including ordinance updates, annual reports, develop education material, perform pond and outfall inspections, perform illicit discharge and detection inspections, and create checklists and handouts.
- B. Compensation for services under this section of the Agreement shall be in accordance with Section IX of this Agreement.

VI. The City's Payment to the Engineer for **Projects**.

- A. Progress Payments. Once each month for the first day of each month through the last day of each month, the City shall pay the Engineer for professional services performed under this Agreement in proportion to services performed during the period. The Engineer shall provide the City with an itemized bill detailing the services performed during the period. The detailed billing shall include the project or service provided and sufficient detail to determine where each charge is to be made in the City's fiscal records.

- B. Total Payments. All professional services under this provision shall be paid based on the hourly rate schedule shown on Attachment A and shall not exceed the total amount agreed upon by the City and the Engineer for each project considered under this agreement. The not-to-exceed amount for each project shall be established by the percentages shown in Attachment B. The percentages on Attachment B shall be multiplied by the **Construction Cost** to establish the not-to-exceed amount. Definition of the **Construction Cost** of the **Project** means the total cost of all construction work designed or specified by the Engineer for the project and approved by the City not including any payments to the Engineer or other consultants as part of the project activity.
- C. Reimbursable Costs
 - 1. Normal transportation costs associated with the work assigned herein for the On-Site Construction Observers shall be reimbursable. The rate shall not exceed the current IRS rate for the year per mile.
 - 2. The following expenses shall be reimbursable: permit and other project fees, outside reproduction costs, and work of special consultants when required and approved in advance by the City for complex or specialized tasks of the project or for soils exploration, and materials testing. Markup charges shall not be charged for reimbursable expenses. The Engineer shall review invoices and forward them to the City with a payment request.
 - 3. 8 ½ x 11 and 11 x 17 color prints shall be reimbursed at \$ 0.25 per copy.
- D. **Other Project Services** outlined in Section II.C of this Agreement will be reimbursed at a not-to-exceed amount agreed upon by the City and the Engineer. The Engineer shall prepare for City consideration, a not-to-exceed contract amount for **Other Project Services** for each project.

VII. The City's Payment to the Engineer for **Developments**.

- A. Progress Payments: Once each month for the first day of each month through the last day of each month, the City shall pay the Engineer for professional services performed under this Agreement in proportion to services performed during the period. The Engineer shall provide the City with an itemized bill detailing the services performed during the period. The detailed billing shall include the project or service provided and sufficient detail to determine where each charge is to be made in the City's fiscal records.
- B. All professional services under this provision shall be paid based on the hourly rate schedule shown on Attachment A.

C. Reimbursable Costs

1. Normal transportation costs associated with the work assigned herein for the On-Site Construction Observers shall be reimbursable. The rate shall not exceed the current IRS rate for the year per mile.
2. The following expenses shall be reimbursable: permit and other project fees, outside reproduction costs, and work of special consultants when required and approved in advance by the City for complex or specialized tasks of the project or for soils exploration, and materials testing. Markup charges shall not be charged for reimbursable expenses. The Engineer shall review invoices and forward them to the City with a payment request.
3. 8 ½ x 11 and 11 x 17 color prints shall be reimbursed at \$0.25 per copy.

VIII. The City's Payment to the Engineer for **General Engineering**.

- A. Progress Payments: Once each month for the first day of each month through the last day of each month, the City shall pay the Engineer for professional services performed under this Agreement in proportion to services performed during the period. The Engineer shall provide the City with an itemized bill detailing the services performed during the period. The detailed billing shall include the project or service provided and sufficient detail to determine where each charge is to be made in the City's fiscal records.
- B. All professional services under this provision shall be paid based on the hourly rate schedule shown on Attachment A. Engineer shall prepare a not-to-exceed contract amount for City approval for **General Engineering** services when requested.
- C. Reimbursable Costs
 1. Normal transportation costs associated with the work assigned herein for the On-Site Construction Observers shall be reimbursable. The rate shall not exceed the current IRS rate for the year per mile.
 2. The following expenses shall be reimbursable: permit and other project fees, outside reproduction costs, and work of special consultants when required and approved in advance by the City for complex or specialized tasks of the project or for soils exploration, and materials testing. Markup charges shall not be charged for reimbursable expenses. The Engineer shall review invoices and forward them to the City with a payment request.
 3. 8 ½ x 11 and 11 x 17 color prints shall be reimbursed at \$0.25 per copy.

- IX. The City's Payment to the Engineer for **Routine Engineering**.
- A. All professional services under this provision shall be paid as a lump sum of \$800 per month.
 - B. Reimbursable Costs
 - 1. 8 ½ x 11 and 11 x 17 color prints shall be reimbursed at \$0.25 per copy.
- X. Other Terms and Conditions
- A. Termination: This Agreement may be terminated by either party for any reason by thirty (30) days written notice to the other party. Payment for services rendered shall be through the date of termination as identified on the written notification.
 - B. Successors and Assigns: This Agreement and all of the covenants thereof shall be to the benefit of and be binding upon the City and the Engineer respectively and any partners, successors, assigns and legal representatives. Neither the City nor the Engineer shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party.
 - C. The rates described in Attachment A are set through December 31, 2018. Any change to these rates for years 2019 and following must be approved by the City.
 - D. Period of Agreement: This Agreement will remain in effect unless terminated at an earlier date by either party.
- XI. Copyright or Patent Infringements: The Engineer shall defend actions or claims charging infringement or any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the City from loss or damage resulting therefrom, providing however, that the City within five (5) days after receipt of any notice of infringement or of summons in any action therefore shall have forwarded the same to the Engineer in writing.
- XII. Indemnity: The Engineer shall defend, indemnify and hold and save harmless the City and its officers, agents and employees from liability or any nature of kind, including costs and expenses, for or on account of any or all claims or suits for damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property arising from negligent acts or omissions by the Engineer, its officers, agents, employees, subcontractors or suppliers.

The Engineer further agrees that in order to protect themselves as well as the City under the indemnity agreement provisions set forth above they will at all times during the duration of this Agreement have and keep insurance in force as follows:

- A. Automobile liability insurance (single limit or combined limit or excess umbrella) covering all vehicles used in providing services to the City in an amount of one million five hundred thousand dollars (\$1,500,000) per accident for property damage, one million five hundred thousand dollars (\$1,500,000) for bodily injury and damages to any one person, and one million five hundred thousand dollars (\$1,500,000) for total bodily injuries and damages arising from a single accident.
 - B. General liability insurance (single limit, combined limit or excess umbrella) of not less than one million five hundred thousand dollars (\$1,500,000) for total bodily injury and damages arising from one occurrence and one million five hundred thousand dollars (\$1,500,000) for total personal injury arising from one occurrence. Such policy shall also include contractual liability coverage protecting the City, its officers, employees and members by specific endorsement acknowledging the contract between the Contractor and the City.
 - C. Worker's Compensation Policy to meet at least minimum Minnesota State Statutes.
 - D. Errors and omissions (professional liability) insurance with a minimum of one million dollars (\$1,000,000) in coverage per occurrence.
 - E. The Engineers shall provide the City with certificates of insurance evidencing the above coverage. Irrevocable notices shall be provided by the carrier to the City thirty (30) days prior to any change, modifications, or lapse in the above coverage. The City shall be named as an additional insured for any policy providing liability coverage.
- XIII. The laws of the State of Minnesota shall govern as to the interpretation, validity and effect of this Agreement.
- In accordance with Minnesota Statutes 16B.06, subd. 4, the books, records, documents, and accounting procedures and practices of the Engineer relevant to this Agreement are subject to examination by the City or its designated representative and either the Legislative Auditor or State Auditor as appropriate.
- XIV. Severability, Waiver of provisions: The provisions of this Agreement are severable; if any paragraph, section, subdivision, sentence, clause or other phrase of this Agreement is for any reason held to be contrary to the law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provision of this Agreement.
- XV. In performing services under this Agreement, the Engineer warrants and represents that it will exercise that degree of skill and care that a professional engineer would exercise under the same or similar circumstances. Such care and skill is subject to peer review by an engineer of the City's choosing.
- XVI. The Engineer shall be bound under the provisions of the Minnesota Data Practices Act and maintain its records in a fashion consistent with Minnesota Statutes, Chapter 13.

IN WITNESS, the parties hereto have executed this Agreement the day and years first above mentioned.

CITY OF ST. FRANCIS

Steve Feldman
Mayor

Joe Kohlmann
City Administrator

HAKANSON ANDERSON ASSOCIATES, INC.

Ronald J. Wagner
Chief Executive Officer

Craig J. Jochum
President

Attachment A

2017 and 2018 Billing Rate Schedule

Job Classification	Hourly Billing Rate
Craig Jochum - City Engineer	\$107
Shane Nelson - Assistant City Engineer	\$103
Principal Engineer	\$130
Project Manager/Engineer	\$85 - \$125
Design Engineer	\$60 - \$105
Water Resource Specialist	\$84
Senior Technician	\$75- \$95
Technician	\$55 - \$75
Senior Construction Observer	\$75 - \$95
Construction Observer	\$55 - \$75
Administrative Assistant	\$40 - \$60
GPS/Robotic/Drone Equipment	\$35

Attachment B

Not-to-exceed percentage amounts for Projects

Typical Street and Utility Projects		
Project Construction Cost	Design & Bidding Maximum Fee ¹	Construction Administration Maximum Fee
\$50,000 - \$100,000	10%	10%
\$100,000 - \$250,000	8%	9%
\$250,000 - \$500,000	7%	8%
\$500,000 - \$1,000,000	6.2%	7.5%
\$1,000,000 - 1,500,000	6%	6.8%
\$1,500,000 - \$2,500,000	5.8%	6.2%
\$2,500,000 - \$5,000,000	5.5%	5.5%

Lift Stations, Water Towers and Wells		
Project Construction Cost	Design & Bidding Maximum Fee ¹	Construction Administration Maximum Fee
\$50,000 - \$100,000	12%	7%
\$100,000 - \$250,000	10%	6%
\$250,000 - \$500,000	7.5%	4.5%
\$500,000 - \$1,000,000	6.5%	4%
\$1,000,000 - 1,500,000	6%	3.5%
\$1,500,000 - \$2,500,000	5%	3.0%
\$2,500,000 - \$5,000,000	4%	2.5%

¹ Does not include additional work effort for projects involving assessments and/or grant funding. Engineer will prepare a not-to-exceed cost for City approval for assessments and grant funding work tasks.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Acknowledgement to Conduct Excluded Bingo
DATE: March 6, 2017

OVERVIEW:

The St. Francis Lions Club has applied for an exempt permit with the MN Gambling Control Board. The Lions Club would like to hold a bingo event at the St. Francis American Legion, Post 622 on April 1, 2017. In order for the nonprofit to conduct a lawful bingo 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 to Conduct Excluded Bingo from the St. Francis Lions Club for a bingo event to be held on April 1, 2017 at the St. Francis American Legion with no waiting period.

BUDGET IMPLICATION:

None

Attachments:

- Application from Minnesota Lawful Gambling

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: St. Francis Lions Club Previous Gambling Permit Number: x3-02688

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

Mailing Address: PO Box 173

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

Name of Chief Executive Officer (CEO): Dan Geving

Daytime Phone: 763 753 1265 Email: daniel.geving@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of at least 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.)

**Current calendar year Certificate of Good Standing**

Don't have a copy? This certificate must be obtained each year 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

**Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**

Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

**Internal Revenue Service-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.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

one of four or fewer bingo events held this year. Dates: 4-1-17**-OR-**

conducted on up to 12 consecutive days in connection with a:



county fair

Dates: _____



civic celebration

Dates: _____



Minnesota State Fair

Dates: _____

Person in charge of bingo event: Kristin FergusonDaytime Phone: 763 753 1265Name of premises where bingo will be conducted: Ann. Legion #622Premises street address: 80 Box 236 4 Francis MN 55070City: _____ If township, township name: _____ County: Anoka

LG240B Application to Conduct Excluded Bingo

6/15
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 On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction. 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 On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction. 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 excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota 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.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

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

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 Department 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.

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 E

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 03-06-2017

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$143,619.16 plus any additional bills that are handed out on Tuesday night. There is no direct transfers at this time.

ACTION TO BE CONSIDERED:

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

BUDGET IMPLICATION:

City bills

Attachments:

- 03-06-2017 Packet List



03/02/2017 2:52 pm

PAYMENT BATCH AP 03-06-17

ALEXANDRA HOUSE, INC.

03/01/2017	.0317	E 609-49750-447	Donations	DONATION	12,177.00
					<u>\$12,177.00</u>

ANOKA COUNTY TREASURY DEPT.

02/16/2017	H170216A	E 101-43100-408	Ice& Snow Removal	JAN BRINE	10.75
					<u>\$10.75</u>

ARTISAN BEER COMPANY

02/10/2017	375157	E 609-49751-252	Beer For Resale	BEER	(7.98)
02/15/2017	3158799	E 609-49751-252	Beer For Resale	BEER	64.00
					<u>\$56.02</u>

ASPEN MILLS

02/24/2017	194439	E 101-42210-437	Uniform Allowance	POLICE NAME TAGS	59.40
					<u>\$59.40</u>

BARNUM GATE SERVICES, INC

02/17/2017	19088	E 101-42110-401	Repairs/Maint Buildings	GATE REPAIR	42.88
02/17/2017	19088	E 101-43100-401	Repairs/Maint Buildings	GATE REPAIR	42.87
02/17/2017	19088	E 101-45200-401	Repairs/Maint Buildings	GATE REPAIR	42.87
02/17/2017	19088	E 601-49440-401	Repairs/Maint Buildings	GATE REPAIR	42.88
02/17/2017	19088	E 602-49490-401	Repairs/Maint Buildings	GATE REPAIR	42.88
					<u>\$214.38</u>

BECKMAN, LARRY & WANDA

01/20/2017	4060	G 601-22200	Deferred Revenues	REFUND ACCT# 4060	150.00
					<u>\$150.00</u>

BELLBOY CORPORATION

02/14/2017	57578900	E 609-49751-206	Freight and Fuel Charges	FREIGHT	41.85
02/14/2017	57578900	E 609-49751-251	Liquor For Resale	LIQUOR	4,364.25
02/14/2017	95360300	E 609-49750-210	Operating Supplies	OPERATING	45.25
02/14/2017	95360300	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.23
02/20/2017	57662000	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.55)
02/20/2017	57662000	E 609-49751-251	Liquor For Resale	LIQUOR	(123.50)
02/28/2017	57767000	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.25
02/28/2017	57767000	E 609-49751-251	Liquor For Resale	LIQUOR	862.10
02/28/2017	57767000	E 609-49751-253	Wine For Resale	WINE	720.00
02/28/2017	95427500	E 609-49750-210	Operating Supplies	OPERATING	36.98
02/28/2017	95427500	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.18
					<u>\$5,977.04</u>

BERNICK COMPANIES, THE

02/10/2017	230415	E 609-49751-252	Beer For Resale	BEER	248.00
02/24/2017	235605	E 609-49751-252	Beer For Resale	BEER	438.00
02/24/2017	235605	E 609-49751-255	N/A Products	NA	20.00
					<u>\$706.00</u>

BREAKTHRU BEVERAGE

02/16/2017	1080596434	E 609-49751-206	Freight and Fuel Charges	FREIGHT	31.09
02/16/2017	1080596434	E 609-49751-251	Liquor For Resale	LIQUOR	3,726.04
02/16/2017	1080596434	E 609-49751-253	Wine For Resale	WINE	184.00
02/23/2017	1080599247	E 609-49751-206	Freight and Fuel Charges	FREIGHT	49.50
02/23/2017	1080599247	E 609-49751-251	Liquor For Resale	LIQUOR	2,874.14
					<u>\$6,864.77</u>

CDW GOVERNMENT, INC.

02/16/2017	GWS5470	E 101-42110-237	Small Equipment	USB 3.0 ENET ADAPTER	87.12
					<u>\$87.12</u>

CENTERPOINT ENERGY

02/15/2017	.02170	E 101-41940-383	Gas Utilities	CITY HALL #3	50.84
02/15/2017	.02170	E 101-41940-383	Gas Utilities	CITY HALL #4	56.80
02/15/2017	.02170	E 101-41940-383	Gas Utilities	CITY HALL #1	42.06
02/15/2017	.02170	E 101-41940-383	Gas Utilities	CITY HALL #2	29.61
02/15/2017	.02170	E 101-42110-383	Gas Utilities	POLICE/PW	1,102.65
02/15/2017	.02170	E 101-42210-383	Gas Utilities	FIRE GENERATOR	19.99
02/15/2017	.02170	E 101-42210-383	Gas Utilities	FIRE	1,075.83
02/15/2017	.02170	E 101-43100-383	Gas Utilities	POLICE/PW	275.66
02/15/2017	.02170	E 101-45200-383	Gas Utilities	WARMING HOUSE	232.74
02/15/2017	.02170	E 101-45200-383	Gas Utilities	POLICE/PW	275.66
02/15/2017	.02170	E 601-49440-383	Gas Utilities	POLICE/PW	275.66
02/15/2017	.02170	E 601-49440-383	Gas Utilities	WATER PLANT	833.58
02/15/2017	.02170	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	103.68
02/15/2017	.02170	E 602-49490-383	Gas Utilities	POLICE/PW	275.67
02/15/2017	.02170	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	103.69
02/15/2017	.02170	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	20.10
02/15/2017	.02170	E 602-49490-383	Gas Utilities	WWTP	319.58
02/15/2017	.02170	E 609-49750-383	Gas Utilities	LIQUOR	260.78
					<u>\$5,354.58</u>

CITY EMPLOYEES UNION, LOCAL #3

02/28/2017	.0317	G 101-21707	Union Dues	MARCH DUES	206.80
					<u>\$206.80</u>

COLONIAL INSURANCE

02/25/2017	7129661-0305620	G 101-21712	Colonial Insurance	MARCH PREMIUM	328.72
					<u>\$328.72</u>

CONNEXUS ENERGY

02/21/2017	.0317	E 101-41940-381	Electric Utilities	SIGN	66.48
02/21/2017	.0317	E 101-41940-381	Electric Utilities	CITY HALL	301.42
02/21/2017	.0317	E 101-42110-381	Electric Utilities	SIREN	5.00
02/21/2017	.0317	E 101-42110-381	Electric Utilities	SIREN	5.00
02/21/2017	.0317	E 101-42110-381	Electric Utilities	POLICE/PW	847.73
02/21/2017	.0317	E 101-42210-381	Electric Utilities	FIRE	509.81
02/21/2017	.0317	E 101-43100-381	Electric Utilities	POLICE/PW	211.93
02/21/2017	.0317	E 101-43100-386	Street Lighting	STREET LIGHTS	2,578.33
02/21/2017	.0317	E 101-45200-381	Electric Utilities	PARKS	339.80
02/21/2017	.0317	E 101-45200-381	Electric Utilities	POLICE/PW	211.93
02/21/2017	.0317	E 601-49440-380	Electric-System	WATER	4,647.76
02/21/2017	.0317	E 601-49440-381	Electric Utilities	POLICE/PW	211.93
02/21/2017	.0317	E 602-49490-381	Electric Utilities	POLICE/PW	211.93
02/21/2017	.0317	E 602-49490-381	Electric Utilities	LIFT STATIONS	4,375.54
02/21/2017	.0317	E 609-49750-381	Electric Utilities	LIQUOR STORE	837.79
					<u>\$15,362.38</u>

CRYSTAL SPRINGS ICE

02/14/2017	003.B002867	E 609-49751-254	Miscellaneous Merchandise	MISC	65.72
					<u>\$65.72</u>

DAHLHEIMER DIST. CO. INC.

02/07/2017	140495	E 609-49751-252	Beer For Resale	BEER	(96.40)
02/14/2017	140975	E 609-49751-252	Beer For Resale	BEER	(76.00)
02/15/2017	1233901	E 609-49751-252	Beer For Resale	BEER	3,575.05
02/22/2017	141603	E 609-49751-252	Beer For Resale	BEER	3,024.55
02/22/2017	141603	E 609-49751-254	Miscellaneous Merchandise	MISC	42.00
03/01/2017	1233985	E 609-49751-252	Beer For Resale	BEER	11,056.60
03/01/2017	1233985	E 609-49751-254	Miscellaneous Merchandise	MISC	264.00
03/01/2017	1233985	E 609-49751-255	N/A Products	NA	25.10
					<u>\$17,814.90</u>

DRIVER & VEHICLE SERVICES

02/28/2017	.0217	E 101-42210-221	Vehicle Repair & Maintenance	DRIVER & VEHICLE SERVICES	30.00
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					\$30.00
ELITE SANITATION					
02/14/2017	23806	E 101-45200-402	Janitorial Service	PORTABLE TOILET RENTAL	305.00
					\$305.00
F.I.R.E.					
02/28/2017	2294	E 101-42210-208	Training and Instruction	HAZMAT TRAINING	800.00
					\$800.00
FERGUSON WATERWORKS					
02/20/2017	0230746-1	E 601-49440-259	Water Meters	SAMPLE TESTING	485.82
					\$485.82
G&K SERVICES, INC					
02/21/2017	1043702689	E 609-49750-219	Rug Maintenance	RUG MAINTENANCE	11.23
02/21/2017	1043702690	E 101-41940-219	Rug Maintenance	RUG MAINT	16.16
02/21/2017	1043702691	E 101-43100-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
02/21/2017	1043702691	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
02/28/2017	1043708429	E 601-49440-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
02/28/2017	1043708429	E 602-49490-417	Uniform Clothing & PPE	UNIFORM MAINT	4.90
					\$46.99
GOPHER STATE ONE-CALL					
02/28/2017	7020734	E 601-49440-442	Gopher State	14 BILLABLE TICKETS	9.45
02/28/2017	7020734	E 602-49490-442	Gopher State	14 BILLABLE TICKETS	9.45
					\$18.90
GRANITE CITY JOBBING CO.					
02/14/2017	37741	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
02/14/2017	37741	E 609-49751-254	Miscellaneous Merchandise	MISC	58.13
02/14/2017	37741	E 609-49751-256	Tobacco Products For Resale	TOBACCO	450.24
02/21/2017	38472	E 609-49750-210	Operating Supplies	OP SUPPLIES	7.39
02/21/2017	38472	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
02/21/2017	38472	E 609-49751-254	Miscellaneous Merchandise	MISC	41.10
02/21/2017	38472	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,100.92
02/21/2017	38472	G 101-20810	Sales Tax Payable	USE TAX	(0.48)
02/28/2017	39247	E 609-49750-210	Operating Supplies	OPERATING	41.51
02/28/2017	39247	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.09
02/28/2017	39247	E 609-49751-254	Miscellaneous Merchandise	MISC	17.22
02/28/2017	39247	E 609-49751-256	Tobacco Products For Resale	TOBACCO	638.80
02/28/2017	39247	G 101-20810	Sales Tax Payable	USE TAX	(0.96)
					\$2,368.46
GRATITUDE FARMS					
02/28/2017	.0217	E 101-42700-311	Contract	FEB ANIMALS	350.00
					\$350.00
GREAT LAKES COCA-COLA					
02/14/2017	3609202126	E 609-49751-254	Miscellaneous Merchandise	MISC	404.74
02/28/2017	3609202274	E 609-49751-254	Miscellaneous Merchandise	MISC	341.14
					\$745.88
HAWKINS, INC.					
02/10/2017	4024465	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	1,687.82
					\$1,687.82
HERC-U-LIFT					
02/20/2017	W316246	E 101-43100-218	Equipment Repair & Maintenance	MAINTENANCE FOR CAT	29.99
02/20/2017	W316246	E 101-45200-218	Equipment Repair & Maintenance	MAINTENANCE FOR CAT	29.99
02/20/2017	W316246	E 601-49440-228	Equipment Maintenance	MAINTENANCE FOR CAT	30.00
02/20/2017	W316246	E 602-49490-228	Equipment Maintenance	MAINTENANCE FOR CAT	30.00
02/20/2017	W316247	E 101-43100-218	Equipment Repair & Maintenance	CO TEST	12.34
02/20/2017	W316247	E 101-45200-218	Equipment Repair & Maintenance	CO TEST	12.34
02/20/2017	W316247	E 601-49440-228	Equipment Maintenance	CO TEST	12.34
02/20/2017	W316247	E 602-49490-228	Equipment Maintenance	CO TEST	12.34
					\$169.34
INNOVATIVE OFFICE SOLUTIONS, L					

02/14/2017	IN1506939	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	94.89
02/22/2017	IN1515413	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	172.57
					\$267.46

INTERSTATE ALL BATTERY CENTER

02/22/2017	1901202002896	E 101-42210-218	Equipment Repair & Maintenance	12V & LITHIUM BATTERIES	28.98
					\$28.98

ISD #15

02/23/2017	2016-163	E 101-41910-441	Miscellaneous	FACILITY USE	35.00
02/27/2017	2971	E 101-42110-221	Vehicle Repair & Maintenance	2016 DODGE CHARGER	40.06
					\$75.06

JEFFERSON FIRE & SAFETY INC.

01/10/2017	233432	E 101-42210-237	Small Equipment	WEHR GLAS-MASTER TOOL	380.26
					\$380.26

JJ TAYLOR DISTRIBUTING

02/15/2017	2658841	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
02/15/2017	2658841	E 609-49751-252	Beer For Resale	BEER	527.35
02/15/2017	2658841	E 609-49751-255	N/A Products	NA	24.60
02/22/2017	2658902	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
02/22/2017	2658902	E 609-49751-252	Beer For Resale	BEER	466.85
02/22/2017	2658902	E 609-49751-255	N/A Products	NA	49.20
03/01/2017	2658958	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/01/2017	2658958	E 609-49751-252	Beer For Resale	BEER	1,523.40
					\$2,600.40

JOHN HENRY FOSTER

02/28/2017	10275342-00	E 601-49440-233	Water Treatment Plant Maint	PARTS	1,607.56
					\$1,607.56

JOHNSON BROS WHLSE LIQUOR

02/08/2017	5651567	E 609-49751-206	Freight and Fuel Charges	FREIGHT	34.96
02/08/2017	5651567	E 609-49751-251	Liquor For Resale	LIQUOR	2,651.19
02/08/2017	5651568	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.12
02/08/2017	5651568	E 609-49751-253	Wine For Resale	WINE	260.35
02/10/2017	614299	E 609-49751-253	Wine For Resale	WINE	(19.91)
02/10/2017	614302	E 609-49751-251	Liquor For Resale	LIQUOR	(13.15)
02/10/2017	614303	E 609-49751-253	Wine For Resale	WINE	(9.71)
02/10/2017	614304	E 609-49751-251	Liquor For Resale	LIQUOR	(112.27)
02/10/2017	614305	E 609-49751-253	Wine For Resale	WINE	(40.37)
02/10/2017	64301	E 609-49751-251	Liquor For Resale	LIQUOR	(5.38)
02/13/2017	614376	E 609-49751-251	Liquor For Resale	LIQUOR	(19.25)
02/15/2017	5656687	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.18
02/15/2017	5656687	E 609-49751-251	Liquor For Resale	LIQUOR	1,121.77
02/15/2017	5656688	E 609-49751-206	Freight and Fuel Charges	FREIGHT	41.04
02/15/2017	5656688	E 609-49751-253	Wine For Resale	WINE	1,412.75
02/22/2017	5661968	E 609-49751-206	Freight and Fuel Charges	FREIGHT	290.32
02/22/2017	5661968	E 609-49751-251	Liquor For Resale	LIQUOR	15,118.27
02/22/2017	5661969	E 609-49751-206	Freight and Fuel Charges	FREIGHT	30.40
02/22/2017	5661969	E 609-49751-253	Wine For Resale	WINE	1,447.50
					\$22,211.81

KIMS KLEANING

02/28/2017	4331	E 101-41940-402	Janitorial Service	CITY HALL	90.00
02/28/2017	4332	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	60.00
02/28/2017	4333	E 101-43100-402	Janitorial Service	CLEANING PW	165.00
02/28/2017	4333	E 101-45200-402	Janitorial Service	CLEANING PW	165.00
02/28/2017	4333	E 601-49440-402	Janitorial Service	CLEANING PW	165.00
02/28/2017	4333	E 602-49490-402	Janitorial Service	CLEANING PW	165.00
02/28/2017	4334	E 601-49440-402	Janitorial Service	WTP	120.00
02/28/2017	4335	E 101-42110-402	Janitorial Service	POLICE	800.00
					\$1,730.00

KLUVER CONSULTING

02/24/2017	1-17	E 602-49490-311	Contract	SERVICE CONTRACT - WWTP	250.00
					\$250.00

LAW ENFORCEMENT LABOR SVCS.

02/28/2017	.0317	G 101-21707	Union Dues	MARCH DUES	343.00
					<u>\$343.00</u>

MCDONALD DIST CO.

02/16/2017	349959	E 609-49751-252	Beer For Resale	BEER	1,242.30
02/23/2017	354265	E 609-49751-252	Beer For Resale	BEER	7,600.40
02/23/2017	354265	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
02/23/2017	86168	E 609-49751-252	Beer For Resale	BEER	(3.40)
					<u>\$8,875.30</u>

MN DEPT OF HEALTH

02/13/2017	.0317	E 601-49440-434	Permit Fees	QUARTERLY PAYMENT	2,553.00
					<u>\$2,553.00</u>

MN NCPERS LIFE INSURANCE

02/23/2017	7334317	G 101-21713	MN Life	MARCH PREMIUM	32.00
					<u>\$32.00</u>

NORTHERN AIR CORPORATION

02/22/2017	136059	E 601-49440-233	Water Treatment Plant Maint	BRYANT SPLIT SYSTEM	3,550.00
					<u>\$3,550.00</u>

PACE ANALYTICAL SERVICES

02/17/2017	171276304	E 602-49490-313	Sample Testing	SAMPLE TESTING	72.50
02/17/2017	171276306	E 602-49490-313	Sample Testing	SAMPLE TESTING	100.50
					<u>\$173.00</u>

PAUSTIS WINE COMPANY

02/20/2017	8580659-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.50
02/20/2017	8580659-IN	E 609-49751-253	Wine For Resale	WINE	995.00
					<u>\$1,007.50</u>

PHILLIPS WINE & SPIRITS CO.

02/08/2017	2117729	E 609-49751-206	Freight and Fuel Charges	FREIGHT	21.28
02/08/2017	2117729	E 609-49751-251	Liquor For Resale	LIQUOR	1,520.24
02/08/2017	2117730	E 609-49751-206	Freight and Fuel Charges	FREIGHT	50.16
02/08/2017	2117730	E 609-49751-253	Wine For Resale	WINE	1,909.25
02/08/2017	2117731	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.04
02/08/2017	2117731	E 609-49751-254	Miscellaneous Merchandise	MISC	85.00
02/10/2017	257914	E 609-49751-251	Liquor For Resale	LIQUOR	(98.47)
02/10/2017	257915	E 609-49751-253	Wine For Resale	WINE	(54.27)
02/15/2017	2121250	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.48
02/15/2017	2121250	E 609-49751-251	Liquor For Resale	LIQUOR	2,053.60
02/15/2017	2121251	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.12
02/15/2017	2121251	E 609-49751-253	Wine For Resale	WINE	412.50
02/22/2017	2124810	E 609-49751-206	Freight and Fuel Charges	FREIGHT	106.40
02/22/2017	2124810	E 609-49751-251	Liquor For Resale	LIQUOR	7,856.60
02/22/2017	2124811	E 609-49751-206	Freight and Fuel Charges	FREIGHT	77.52
02/22/2017	2124811	E 609-49751-253	Wine For Resale	WINE	1,392.00
					<u>\$15,361.45</u>

PLEAA

02/28/2017	.0217	E 101-42110-433	Dues and Subscriptions	TRAINING-ANDERSON	35.00
02/28/2017	.0217	E 101-42110-433	Dues and Subscriptions	TRAINING-ROBERTS	35.00
					<u>\$70.00</u>

POSTMASTER - ST. FRANCIS

		E 101-41400-322	Postage	NEWSLETTER POSTAGE	207.52
		E 101-42110-322	Postage	NEWSLETTER POSTAGE	59.29
		E 101-43100-200	Office Supplies	NEWSLETTER POSTAGE	118.58
		E 101-43210-439	Recycling Days	NEWSLETTER POSTAGE	59.29
		E 101-45200-200	Office Supplies	NEWSLETTER POSTAGE	29.64
		E 601-49440-200	Office Supplies	NEWSLETTER POSTAGE	59.29
		E 602-49490-200	Office Supplies	NEWSLETTER POSTAGE	29.64
		E 603-49490-418	Storm Water Management	STORM WATER POSTAGE	1,172.91
		E 609-49750-322	Postage	NEWSLETTER POSTAGE	29.69
					<u>\$1,765.85</u>

RJM DISTRIBUTING INC.

02/09/2017	IND012687	E 609-49751-252	Beer For Resale	BEER	145.87
					<u>\$145.87</u>

ROYAL SUPPLY

02/21/2017	20546	E 101-41940-210	Operating Supplies	SUPPLIES	6.28
02/21/2017	20546	E 101-42110-217	Other Operating Supplies	SUPPLIES	12.57
02/21/2017	20546	E 101-43100-217	Other Operating Supplies	SUPPLIES	6.28
02/21/2017	20546	E 101-45200-217	Other Operating Supplies	SUPPLIES	6.28
02/21/2017	20546	E 601-49440-217	Other Operating Supplies	SUPPLIES	6.28
02/21/2017	20546	E 602-49490-217	Other Operating Supplies	SUPPLIES	6.31
					<u>\$44.00</u>

SOUTHERN GLAZERS OF MN

02/09/2017	1507399	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.64
02/09/2017	1507400	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.99
02/09/2017	1507400	E 609-49751-251	Liquor For Resale	LIQUOR	1,624.54
02/09/2017	1507401	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
02/09/2017	1507401	E 609-49751-251	Liquor For Resale	LIQUOR	89.91
02/16/2017	1509853	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
02/16/2017	1509854	E 609-49751-206	Freight and Fuel Charges	FREIGHT	9.28
02/16/2017	1509854	E 609-49751-251	Liquor For Resale	LIQUOR	935.75
02/23/2017	1512397	E 609-49751-206	Freight and Fuel Charges	FREIGHT	24.32
02/23/2017	1512397	E 609-49751-253	Wine For Resale	WINE	1,422.00
					<u>\$4,119.99</u>

STERICYCLE, INC

03/01/2017	4006919594	E 101-42110-311	Contract	MEDICAL WASTE	50.54
					<u>\$50.54</u>

STREICHER S

02/17/2017	11249961	E 101-42110-437	Uniform Allowance	BADGES	112.90
					<u>\$112.90</u>

SUN LIFE FINANCIAL

02/22/2017	.0317	E 101-41400-130	Employer Paid Insurance	MARCH PREMIUM	256.01
02/22/2017	.0317	E 101-41500-130	Employer Paid Insurance	MARCH PREMIUM	75.67
02/22/2017	.0317	E 101-41910-130	Employer Paid Insurance	MARCH PREMIUM	71.66
02/22/2017	.0317	E 101-42110-130	Employer Paid Insurance	MARCH PREMIUM	737.97
02/22/2017	.0317	E 101-42400-130	Employer Paid Insurance	MARCH PREMIUM	119.19
02/22/2017	.0317	E 101-43100-130	Employer Paid Insurance	MARCH PREMIUM	185.25
02/22/2017	.0317	E 101-43210-130	Employer Paid Insurance	MARCH PREMIUM	41.16
02/22/2017	.0317	E 101-45200-130	Employer Paid Insurance	MARCH PREMIUM	185.25
02/22/2017	.0317	E 601-49440-130	Employer Paid Insurance	MARCH PREMIUM	60.54
02/22/2017	.0317	E 602-49490-130	Employer Paid Insurance	MARCH PREMIUM	60.54
02/22/2017	.0317	E 609-49750-130	Employer Paid Insurance	MARCH PREMIUM	126.35
					<u>\$1,919.59</u>

THORPE DISTRIBUTING COMPANY

02/17/2017	1218137	E 609-49751-252	Beer For Resale	BEER	169.50
					<u>\$169.50</u>

VINOPIA, INC.

02/09/2017	0173170-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.00
02/09/2017	0173170-IN	E 609-49751-251	Liquor For Resale	LIQUOR	448.00
02/09/2017	0173170-IN	E 609-49751-253	Wine For Resale	WINE	44.00
02/24/2017	0174305-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	19.50
02/24/2017	0174305-IN	E 609-49751-251	Liquor For Resale	LIQUOR	383.25
02/24/2017	0174305-IN	E 609-49751-253	Wine For Resale	WINE	396.00
02/24/2017	0174305-IN	E 609-49751-254	Miscellaneous Merchandise	MISC	120.00
					<u>\$1,422.75</u>

WINE MERCHANTS

02/22/2017	7121761	E 609-49750-101	Full-Time Employees	FREIGHT	7.60
02/22/2017	7121761	E 609-49751-253	Wine For Resale	WINE	300.00
					<u>\$307.60</u>

FUND SUMMARY

\$143,619.16

101 GENERAL FUND	\$15,468.05
601 WATER FUND	\$14,929.67
602 SEWER FUND	\$7,783.29
603 STORM WATER	\$1,172.91
609 MUNICIPAL LIQUOR FUND	\$104,265.24
Total	<u>143,619.16</u>



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

PLANNING MEMO

TO: St. Francis City Council

FROM: Nate Sparks, Consulting Planner

DATE: February 27, 2017

RE: 23215 Tamarack Street – Excavation & Fill Permit

Background

Paul Emmerich Construction has made an application for an excavation and fill permit to excavate material at 23215 Tamarack Street in order to create a pond. There is 2000 cubic yards of fill being removed and used to elevate the building pad for the new house at 23148 Tamarack Street. The work was started prior to a permit being issued but the applicant stopped the work and has made the required application. The City's excavation and fill ordinance is located in Section 10-31 of the Zoning Ordinance.

Excavation & Fill Permits

Pursuant to Section 10-31 of the Zoning Ordinance, the City requires all excavation and fill operations greater than 100 cubic yards in the Rural Service Area to receive an interim use permit unless otherwise exempted. Exemptions are for excavation work related to building permits, agriculture, an approved grading plan in association with a subdivision, or other such activities. Excavating for a pond is not exempted and requires the permit. The purpose of the permit is to ensure that large scale grading activities are reviewed by the City and that there are no impacts to neighboring properties, roads, wetlands, or other sensitive environmental features.

23215 Tamarack Street

The property where the pond is being created is 23215 Tamarack Street. This property is 9.6 acres in size. The west side of the site is wooded but the area where the pond is proposed is an open area. The pond is proposed in the center of the lot. It is circular in shape with a diameter of about 80 – 90 feet and about 3-4 feet deep. The applicant has placed silt fence around the pond site.

23148 Tamarack Street

On July 5, 2016, the City approved a lot split on property across the street from 23215 Tamarack Street. During review of the subdivision, it was noted that the soils were mottled at a somewhat high level near the building site. The applicant is seeking to remedy this condition by adding the fill from the pond site to the new building site. The proposed grading on this property has been reviewed by the City Engineer and found to be acceptable. Section 10-31-1 of the City's Zoning Ordinance allows the placement of fill in accordance with an approved grading plan. The grading plan was approved as part of the subdivision review and confirmed with the building permit application for the house being constructed on the site.

Permit Review

Excavation and fill permits are processed as an interim use permit. The permit criteria states that a permit shall be reviewed and approved if none of the following conditions are found to exist:

- A. Negative impact on an approved grading plan.
- B. Negative impact on neighboring properties or public drainage systems on or off-site.
- C. Fill brought on site is of an unsuitable quality.
- D. Excavation is for commercial activity/transport.
- E. Negative impact on public waters and wetlands.
- F. Hours of operation of the land disturbance activity fall outside of 7:00 AM to 7:00 PM on Monday-Friday.
- G. Inadequate erosion control.
- H. Failure to comply with erosion control and storm water management ordinances.
- I. The proposed transport of materials is incompatible with the neighboring land uses.
- J. The proposed transport can be safely accommodated by the existing transportation infrastructure.

The City Engineer has reviewed the plan and found that the area of the pond and the area of the fill are both suitable, will not impact wetlands or natural features, and adequate measures are in place for erosion control.

The material is being transported across the street by trucks. The limited distance the trucks are travelling limits some of the concerns related to traffic control. The work is about 4/5ths complete and the remainder will likely be done within a few months. Some limited caution signage could be placed while the remaining fill is being transported.

The applicant has requested an end date of the permit to be July 31, 2017. All excavation and restoration of the site must be completed by that date.

Recommendation / Requested Action

Based on the information provided, it appears that the proposed excavation of 2000 cubic yards of fill is being done in a manner consistent with City requirements. The City Engineer has reviewed the request and found that there will not be any impacts to neighboring properties or natural features. The placement of the fill on 23148 Tamarack Street will have the benefit of creating a building site that conforms to City regulations. Therefore, it would appear that the proposed interim use permit for the excavation may be deemed acceptable.

Planning Commission Recommendation

The Planning Commission held a public hearing and recommended approval of the application with the following conditions:

1. All comments from the City Engineer shall be addressed.
2. The permit shall terminate on July 31, 2017.
3. All erosion control measures shall be in place until turf restoration is complete.
4. Turf restoration shall be completed prior to the termination of the permit.
5. The applicant shall conduct all work within the hours of operation of 7:00 am to 7:00 pm on Monday through Friday.

6. The material may be placed on the property located at 23148 Tamarack Street in conformance with the approved grading plan for the building permit.
7. The applicant shall notify the City upon completion of the work.
8. Caution signage shall be placed on Tamarack Street while trucks are hauling.

Requested Action

The City Council may adopt the attached resolution (with any requested modifications), if concurring with the Planning Commission's recommendation.

Attached:

Location Map

Engineer's Comments

Application

Resolution No. 2017-07

23215 Tamarack Street Site Plan

23148 Tamarack Street Site Plan



Tamarack Street Excavation

Site Location



Aerial Photo: Flown Spring of 2014



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

February 7, 2017

Nate Sparks, Consultant Planner
NAC
4800 Olson Memorial Highway, Ste 202
Golden Valley, MN 55422-5169

RE: 23215 Tamarack Street Grading Application
City of St. Francis
Project No.: R18.113082

Dear Nate,

I have reviewed the application submitted for the above-referenced property. It is my understanding that some of the work described within the application has already been completed. Based on my review and according to the National Wetland Inventory (NWI) information available, the properties identified as part of the application do not have wetlands on them in the areas where the work is proposed to be completed. I offer the following comments:

1. Turf restoration must be completed within 7 days following excavation.
2. The applicant should provide beginning and end dates for the proposed/completed work.
3. Silt fence and other appropriate Best Management Practices (BMPs) should be installed prior to work at the sites and shall remain in functioning order until turf has been established.

If you have any questions, please call.

Sincerely,

Bolton & Menk, Inc.


Jared Voge, P.E.
City Engineer

DESCRIPTION OF REQUEST: (attach additional information if needed)

Project Name:

Nature of Proposed Use: Enhance property for NIMBLE and
WHL LIFEThis Building Permit was
received by: [Signature]

Reason(s) to Approve Request:

JAN 18 2017

City of St. Francis

23340 Cree Street NW
St. Francis, MN 55070**PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE:**

(attach additional information if needed)

Project Name:

Date of Application:

Nature of Request:

PROPERTY INFORMATION:

Street Address:

23215 TAMARACK St. NW

Property Identification
Number (PIN#):

ST. FRANCIS MN

Legal Description

Lot(s):

Block:

Subdivision:

(Attach if necessary):

1 - roughy attached survey

OWNER INFORMATION:

Name:

Krisstophor DENNING

Business Name:

X

Address:

23215 TAMARACK St. NW

City:

ST. FRANCIS

State:

MN.

Zip Code:

Telephone:

65 508 9477

Fax:

E-mail:

Contact:

Title:

APPLICANT INFORMATION: (If different from owner)

Name:

PAUL EMMERICH CONST

Business Name:

PAUL EMMERICH CONST

Address:

19201 LAKE GEORGE BLVD

City:

OAK GROVE

State:

MN.

Zip Code:

55305

Telephone:

612 819 3697

Fax:

753 0166

E-mail:

Contact:

PAUL 612 819 3697

Title:

Pres

nancy e emmerich honrus mk. com

NOTE: Applications must be signed by all property owners. Applications only accepted with ALL required support documents and fees. Please request and follow appropriate Development Checklist(s) for desired application.

APPLICATION FEES AND EXPENSES: By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 429.081 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may not cover actual expenses; any additional fees will be billed.

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

Applicant(s): Paul W. Const Date: 1-17-2017

Owner(s): _____ Date: _____

Required Copies

Minor Subdivisions	Please provide (15) Certificates of Survey at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.
Concept Plans	Please provide (15) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.*
Preliminary Plat	Please provide (15) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). ***See below for other required information.
Final Plats	Please provide (15) large scale copies at 22" by 34", (1) reproducible reduction at 11" by 17", and (1) electronic PDF. File of all information and submit an electronic (Word for Windows) version of the complete legal description of the property(s). **See below for other required information.
***	- If applicable, an additional large scale copy at 22" by 34" shall be provided for each of the following: - If project lies within a DNR Shoreland District or Floodplain - If project is adjacent to a neighboring City or Township - If applicable, an additional small scale copy at 11" by 17" shall be provided for each of the following: - If project increases the number of dwelling units for the Met Council - If project is adjacent to a County Road or County State Aid Highway - If project is adjacent to a MN/Dot state highway



2. Enhance St. Francis resident Dennings property 23215 Tamarack Street by creating a desired pond & utilizing sand hill to provide needed soil for life long St. Francis resident Emmerichs with as little environmental, community, or municipal impact imaginable. Which all involved with permit/survey process at 23148 Tamarack Street would be aware of the dirt shortage.

19201 Lake George Blvd Ste. G Andover, MN 55303
Phone 763.753.0720 Fax 763.753.0166



- 2a. Due to site conditions at 23148 Tamarack St a substantial amount of clean fill soil is needed. PEC was introduced to the immediate neighbor Chris Denning at 23215 Tamarack St. who is interested in having a pond on their property. The pond location of the property is on an open area of high ground. For what we felt was the good of all, work commenced.
- 2b. Dig pond site 23215 sand soil approximately 2000 cubic yards
- 2c. Tamarack Street
- 2d. 10 days
-
- 3a Soil immediately transported from the pond to 23148 & placed.
- 3b Silt fence located survey
- 3c Survey included
- 3d Survey included 1' and 5' contours
- 3e Survey included
- 3f Zero
- 3g #6 survey included
- 4 Paul Emmerich verbally told that due to size of pond not required.
- 5 Included #5 PEH letterhead



Kris

5. We, Chris and Melissa Denning grant permission to the city and its applicable officers to enter the land for the purpose of determining compliance with all applicable conditions imposed in the permit for the pond.

Kris 1.17.17
Kristopher Denning 1.17.17

Melissa 1.17.17
Melissa Denning 1.17.17

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

RESOLUTION 2017-07

**A RESOLUTION APPROVING AN INTERIM USE PERMIT
FOR AN EXCAVATION PERMIT AT 23215 TAMARACK STREET**

WHEREAS, Paul Emmerich Construction ("the Applicant") has made an application to the City of St. Francis ("the City") for an excavation permit to allow for the removal of about 2000 square feet of material from 23215 Tamarack Street; and

WHEREAS, the legal description of the subject site ("the Property") is:

The North Half of the Northeast Quarter of the Southeast Quarter of Section 35, Township 34, Range 24, Excepting the North 330 feet thereof, subject to easement of record; and

WHEREAS, the Property is owned by Kristopher & Melissa Denning who have consented to the application; and

WHEREAS, the Property is zoned A-2, Rural Estate-Agriculture; and

WHEREAS, excavations of this size are permitted in the A-2 District when in receipt of an interim use permit consistent with the terms of Section 10-31; and

WHEREAS, the Applicant intends to place the material at property located at 23148 Tamarack Street in a manner conforming to Sections 10-31-1-A and 10-31-1-B; and

WHEREAS, the St. Francis Planning Commission reviewed the application at the February 15, 2017 meeting, held a duly noticed public hearing, and recommended approval of the request; and

WHEREAS, the St. Francis City Council reviewed the application and the Planning Commission recommendation at the March 6, 2017 meeting; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby approves the mining interim use permit based on the following findings of fact:

- A. The proposed use will be in conformance with the standards found in Section 10-31 of the Zoning Ordinance.
- B. The proposed use will not impose additional unreasonable costs on the City.
- C. The proposed use is consistent with the Comprehensive Plan.

D. Traffic generated by the proposed use can be accommodated by the streets serving the Property.

BE IT FURTHER RESOLVED that the City of St. Francis hereby approves the Interim Use Permit based on the most current plans and information received to date subject to the following conditions:

1. All comments from the City Engineer shall be addressed.
2. The permit shall terminate on July 31, 2017.
3. All erosion control measures shall be in place until turf restoration is complete.
4. Turf restoration shall be completed prior to the termination of the permit.
5. The applicant shall conduct all work within the hours of operation of 7:00 am to 7:00 pm on Monday through Friday.
6. The material may be placed on the property located at 23148 Tamarack Street in conformance with the approved grading plan for the building permit.
7. The applicant shall notify the City upon completion of the work.
8. Caution signage shall be placed on Tamarack Street while trucks are hauling.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6TH DAY OF MARCH, 2017.

APPROVED

Steven D. Feldman
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk

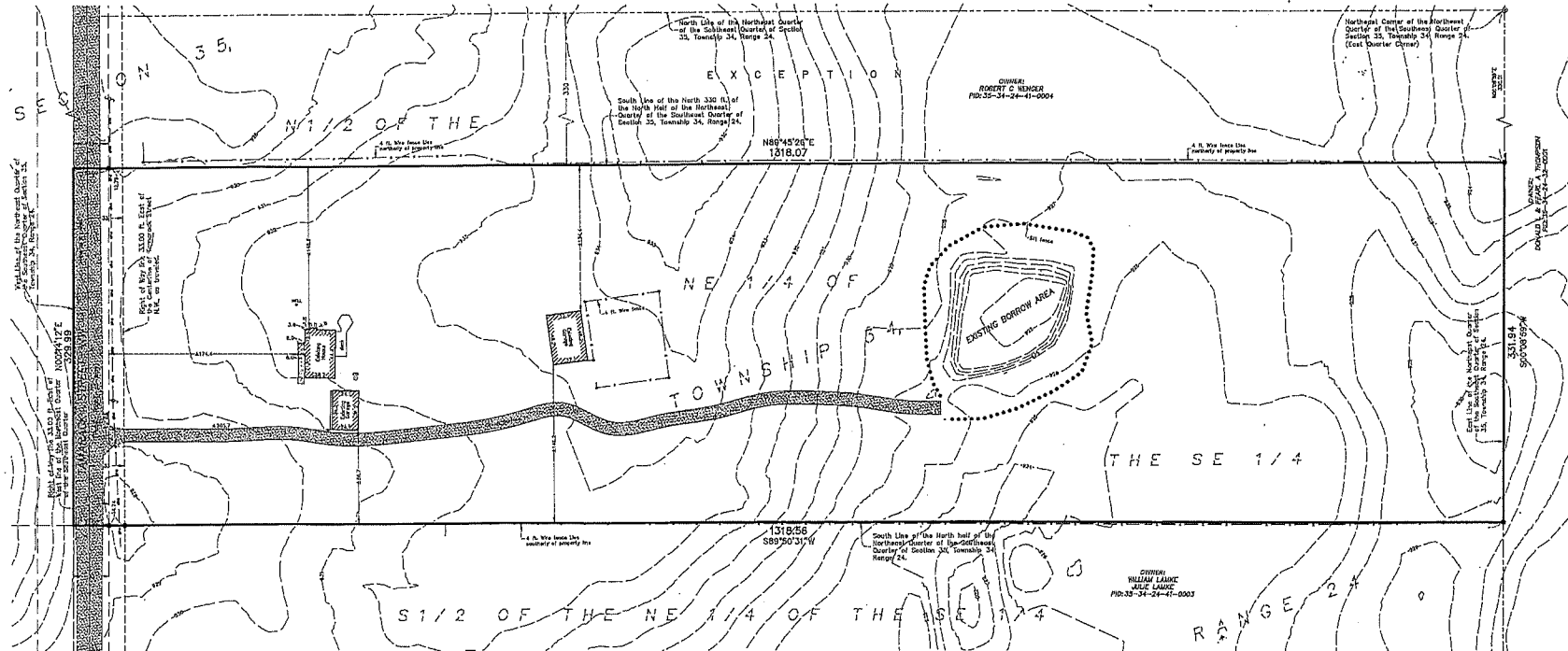
Attachments:

Exhibit A – 23125 Tamarack Street Site Plan
Exhibit B – 23148 Tamarack Street Site Plan

CERTIFICATE OF SURVEY

PART OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER,
ANOKA COUNTY, MINNESOTA

PAUL EMMERICH HOMES



LEGEND

- - Denotes Anoka County Monument
- - Denotes Found Iron Pipe
- - Denotes Existing Spot Elevation
- - Denotes Cleared
- - Denotes Mail Box
- - Denotes Utility Pole
- - Denotes Existing Wall
- - Denotes Overhead Electric Lines
- - Denotes Existing Fence, as noted
- - Denotes Existing SR Fence
- - Denotes Gravel Area
- - Denotes Existing 1 Ft. Contour
- - Denotes Existing 5 Ft. Contour

PARCEL DESCRIPTION (per Anoka County Tax Records)

The North 1/2 of the Northeast Quarter of the Southeast Quarter of Section 35, Township 34, Range 24, Except the North 3/8 of the Section, Anoka County, Minnesota. (per Anoka County Tax Records)

(Abstract Property)

GENERAL NOTES

- 1) The field work for this survey was completed on January 15th, 2017.
- 2) Bearings shown hereon are based on the West Line of the Northeast Quarter of the Southeast Quarter of Section 35, Township 34, Range 24, which is assumed to bear 100°41'17".
- 3) **REMARKS:** Anoka County Boardwalk located approximately 35 feet westerly of the driveway centerline to East Central City Road and 40 feet northerly of the centerline of County Road No. 74. Elevation - 188.23 (21 1000)
- 4) Surveyed property address - 23215 Tamarack Street NW, St. Francis, Minnesota, 55070.
- 5) Surveyed property contains 2,438,307 sq. ft. (55.02 acres).
- 6) The entire property is Zone X, "outside of the special Road front yard", per FRM Panel 270030000E.
- 7) Currently there has been 21,800 cu. yd. of fill excavated from the "EXISTING BORROW AREA", another 4,400 cu. yd. will be excavated for a total of 26,200 cu. yd.
- 8) Due to snow and winter conditions, additional improvements may not have been visible at the time of survey.

CERTIFICATION

I hereby certify to Paul Emmerich Homes, that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Dated this 15th day of January, 2017.

Signature: Carlson McCann, Inc.

Thomas R. Dettliff, L.L.C.
Minnesota License No. 40261

**Carlson
McCann**
ENVIRONMENTAL ENGINEERING - SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959

CERTIFICATE OF SURVEY

23215 TAMARACK STREET NW,
St. Francis, Minnesota

PAUL EMMERICH HOMES

REVISIONS

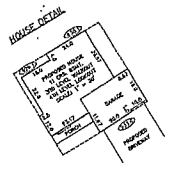
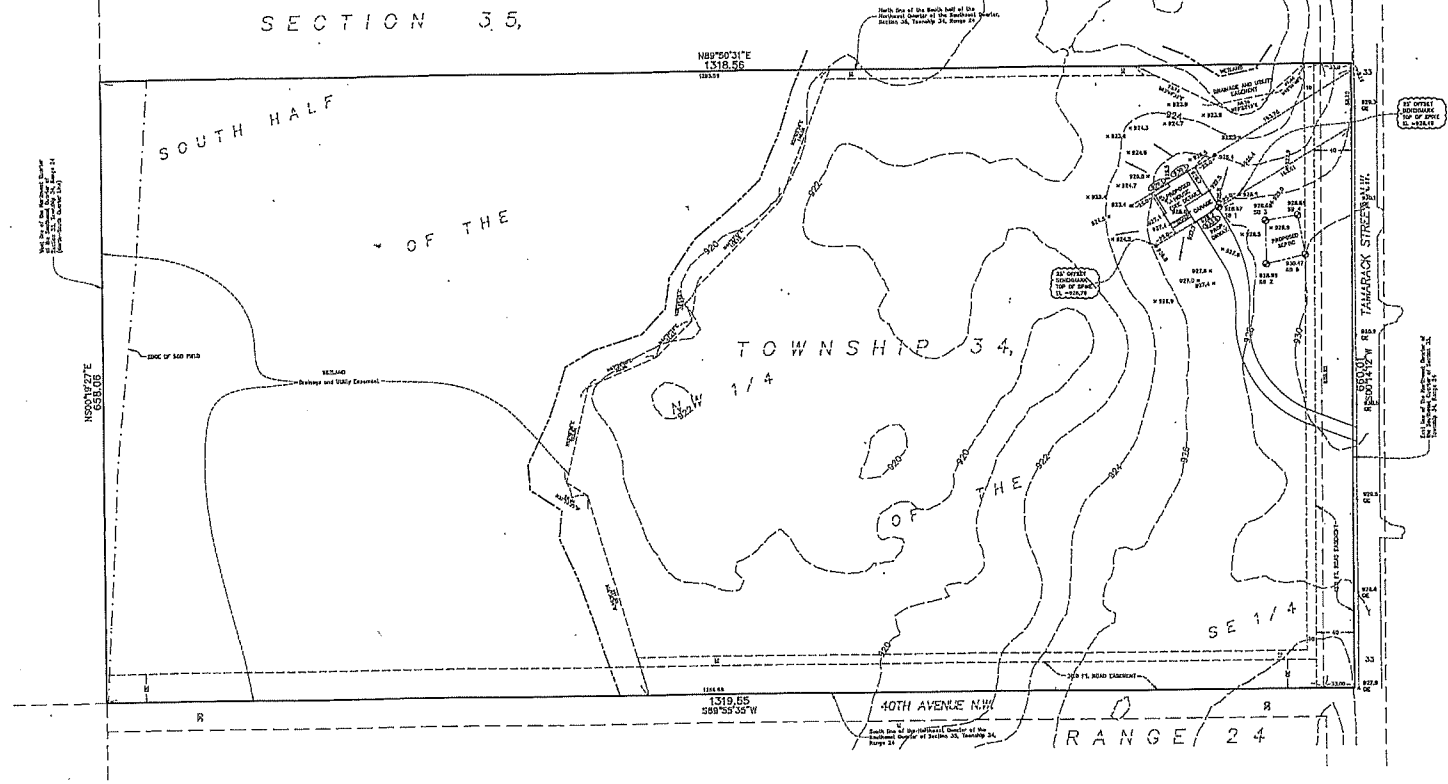
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ISSUED DATE: 1/15/17

FILED DATE: 1/17/17

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- ~ Denotes Existing Contour
- ~ Denotes Existing Hydrant
- ~ Denotes Existing Electric Box
- ~ Denotes Existing Telephone Box
- ~ Denotes Existing Telephone Pole
- ~ Denotes Existing Light Pole
- ~ Denotes Existing Fence
- ~ Denotes Existing Curb Stop
- ~ Denotes Existing Elevation
- ~ Denotes Proposed Elevation
- ~ Denotes Direction of Driveway
- ~ Denotes Driveway & Utility Easement (per recorded plat)
- ~ Denotes Iron Monument

PROPOSED BUILDING ELEVATIONS
 Lowest Floor Elevation: 326.8
 Lowest Elevation: 322.8
 Top of Foundation Elevation: 333.8
 Garage Sill Elevation (at door): 333.8

Project Description:
 The South Half of the Northwest Quarter of the Southwest Quarter, Section 35, Township 34, Range 24, Ancker County, Minnesota.

I hereby certify, in Paul Emmerich Homes that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed and surveyed under the laws of the State of Minnesota until the 14th day of September, 2018.

Surveyed by: *Paul Emmerich Homes*
 Date: *09/12/2018*
 Project No.: *1178*

**Carlson
McCain**
 ENVIRONMENTAL ENGINEERING - SURVEYING
 2850 Pleasant Ridge Drive NE
 Minneapolis, MN 55418
 Phone: 763-489-7350 Fax: 763-489-7359

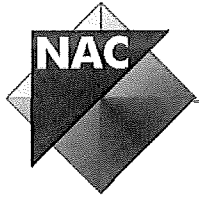
CERTIFICATE OF SURVEY
TAMARACK STREET NW.
 St. Francis, Minnesota

PAUL EMMERICH HOMES

REVISIONS	
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Not to scale



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

PLANNING MEMO

TO: St. Francis City Council

FROM: Nate Sparks, Consulting Planner

DATE: February 28, 2017

RE: ISD #15 – Ordinance Amendment, Conditional Use Permit, and Site Plan Review: Event Parking Lot

Background

ISD #15 has made an application for an ordinance amendment, conditional use permit, and site plan review. The applications are to place a gravel, limited use event parking lot on recently acquired property located on the southeast corner of 235th Avenue and Rum River Boulevard. The City's Zoning Ordinance Section 10-19-8-E prohibits gravel parking lots. Therefore, the applicant is proposing an ordinance amendment to allow for such parking areas under certain conditions as a conditional use. The gravel parking area has already been installed.

Parking Lot

The parking lot is intended to be overflow parking that's used when the Junior Varsity, Freshmen, and Middle School football teams are playing. It is adjacent to another gravel parking area that is the primary parking area for the fields in this portion of the School's property. During times of football games, there is substantial overlap of users on the site and when the main parking areas are filled, people resort to parking along the access drives and on the street. This lot is intended to provide a more safe parking area for when the existing parking areas are full. It is intended to only be used three days a week from August until winter. The School District does not intend to maintain it during the winter and there is no planned use in the Spring and Summer months. Due to its limited use, the School District does not wish to pave it. If it were to expand into a more regular, year round use it would be paved. Some tree and brush removal was done when installing the lot. There is a fence separating the new parking lot from the main parking lot with access points for pedestrians.

Parking Ordinance

Section 10-19-8-E of the City's Zoning Ordinance states:

"All commercial, industrial, and institutional parking spaces and driveways shall be surfaced with concrete, bituminous, or pavers in all zoning districts. Other materials such as decorative rock, gravel, sand, or bare soil are prohibited. All parking areas and driveways shall be maintained in a safe and proper manner. The owner shall not allow weeds or surface materials to become deteriorated."

Section 10-19-8-C also requires:

“Except for single, two family and townhouses, all open off-street parking shall have a perimeter concrete curb barrier around the entire parking lot. Said curb barrier shall be set back a minimum of five (5) feet from any property line.”

The parking area does not meet City standards for surfacing and curbing. Therefore, the applicant is requesting an ordinance amendment to allow for this type of surfacing to be used.

Ordinance Amendment

The proposed ordinance amendment is specific to the situation at hand. The School District is attempting to allow for gravel overflow parking areas related to athletic fields. The following clause could be added to the Code (underlined text is proposed to be added):

E. Surfacing.

1. All commercial, industrial, and institutional parking spaces and driveways shall be surfaced with concrete, bituminous, or pavers in all zoning districts. Other materials such as decorative rock, gravel, sand, or bare soil are prohibited.
2. All parking areas and driveways shall be maintained in a safe and proper manner. The owner shall not allow weeds or surface materials to become deteriorated.
3. Limited use event or overflow parking areas and related drives for athletic fields may be permitted with a gravel surface when in receipt of a conditional use permit. Such parking areas shall not be used year round and adequate measures to control dust from impacting neighboring residential areas are in place.

Site Plan Review

The parking lot is located on a parcel of land on the southeast corner of 235th Ave and Rum River Blvd. It is accessed by a current driveway from Rum River Blvd. No other accesses are proposed. The applicant intends to put fencing along the parking lot to prevent uncontrolled access. There is existing vegetation in between the parking area and the adjacent rights-of-way to provide the requisite screening. Dust control does not appear to be an issue, as there are no residential properties immediately adjacent to the site.

The main parking area is accessed by driveways off both streets. This lot is intended to be used by people who either enter off Rum River Blvd or cannot find parking after entering off of 235th. All drives are of adequate width to handle two-way traffic. The County has expressed a preference that the parking lot not be accessed off of Rum River Blvd.

The City's parking ordinance requires a 5 foot setback to all rights-of-way. The applicant measured the parking areas to be 51 feet from the centerline of 235th Avenue and 71 feet from the centerline of Rum River Blvd. This equates to about 15-20 feet from the property line to Rum River Blvd and 10-15 feet from 235th Ave.

The parking area may require storm water management. The applicant should work with the City Engineer to determine if any permits are required.

The property on which the parking area is placed is a separate lot than the fields and other parking areas. This lot should be combined with other property to ensure it is not separately conveyed.

The applicant is also considering adding a park area next to the parking lot in order to provide some picnic tables and benches for users of the site.

Conditional Use Permit Review Criteria

The proposed ordinance amendment establishes this use as a conditional use permit. This would allow for the Commission and Council to review any future similar use and to seek input from neighboring property owners at a public hearing. The applicant would like to be granted the CUP concurrent with the amendment, if the amendment is deemed acceptable. When considering a conditional use, the following criteria are required by ordinance to be met:

- A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Official City Comprehensive Plan.
- B. The proposed use is or will be compatible with present and future land uses of the area.
- C. The proposed use conforms with all performance standards contained in this Ordinance.
- D. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.
- E. Traffic generation by the proposed use is within capabilities of streets serving the property.

The above criteria would appear to be met, if the ordinance amendment is approved.

Planning Commission Recommendation

The Planning Commission reviewed the request and held a public hearing. The Commissioners found that the ordinance amendment was reasonable. The conditional use was found to be acceptable because the proposed parking area is intended for seasonal use on a limited basis. The Planning Commission recommended approval of the ordinance amendment and the granting of the conditional use with the following conditions:

- 1. All comments from the City Engineer shall be addressed.
- 2. The applicant shall install fencing to control access.
- 3. The parking area shall be maintained free of weeds and vegetative growth.
- 4. Handicapped parking stalls and signage shall be provided.
- 5. The parking lot shall have signage indicating it is for event parking only.
- 6. The parking lot shall only be used from August 1st to November 1st.
- 7. Barriers preventing entry shall be placed when the parking lot is not in use.
- 8. Expansion of the use beyond the seasonal nature proposed would require amendment of the conditional use permit or paving and curbing of the lot.
- 9. The parcel shall be combined with an adjacent school owned property.

Requested Action

If the Council concurs with the Planning Commission's recommendation, it would be appropriate to first consider the ordinance amendment. By charter, ordinance amendments require a 4/5ths majority

vote. If the ordinance amendment is approved, it would be acceptable to take action on the resolution approving the conditional use permit.

Attached:
Engineer's Letter
Aerial Photo
Applicant's Submission
Ordinance No. 227, Second Series
Resolution 2017-08



**BOLTON
& MENK**

Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

February 7, 2017

Nate Sparks, Consultant Planner
NAC
4800 Olson Memorial Highway, Ste 202
Golden Valley, MN 55422-5169

RE: ISD #15 Soccer Complex Parking Lot
City of St. Francis
Project No.: R18.113082

Dear Nate,

I have reviewed the application submitted for the above-referenced project. It is my understanding that ISD #15 has applied for an Ordinance Amendment associated with the proposed gravel parking area since improved parking surfaces with concrete curb and gutter around the perimeter are required according to the City Ordinances. I also understand that some of the work described within the application has already been completed. I offer the following comments:

1. The applicant shall satisfy all comments received from Anoka County.
2. The applicant shall submit a survey for the property illustrating the location of the proposed improvements with respect to property lines and existing natural features such as trees, drainage ways, and if applicable, wetlands.
3. The applicant shall submit a grading plan for the review of the City of St. Francis.
4. The applicant shall verify that wetlands do not exist on the site and if wetlands do exist, the applicant shall submit a wetland delineation report and comply with all Wetland Conservation Act (WCA) requirements.
5. If wetlands exist on the property, the applicant shall complete a MnRAM classification if the proposed improvements cannot be constructed without encroaching on the maximum required wetland buffer of 25 feet.
6. The applicant shall submit pre and post construction drainage area maps and calculations complete with impervious surface areas for review by the City of St. Francis.
7. The applicant shall prepare a stormwater management plan for the review of the City of St. Francis.
8. The applicant shall be responsible for obtaining a NPDES Construction Stormwater Permit and satisfying all permit requirements. A copy of the permit shall be submitted to the city for our files.
9. The applicant shall submit a Stormwater Pollution Prevention Plan for the review of the City of St. Francis.
10. All erosion control measures shall be in-place prior to construction and shall be maintained until final turf establishment has been completed.

Nate Sparks
February 7, 2017
Page 2

11. The applicant shall submit a plan illustrating the proposed parking lot layout and identify the anticipated number of parking stalls.

If you have any questions, please call.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in blue ink, appearing to read 'J. Voge', is written over the printed name.

Jared Voge, P.E.
City Engineer



Anoka County

TRANSPORTATION DIVISION

Highway

Douglas W. Fischer, PE
County Engineer

February 9, 2017

Jared Voge, PE
City of St Francis
23340 Cree Street NW
St Francis, MN 55070

Re: Proposed Parking Lot Expansion -
ISD #15 St. Francis High School

Dear Jared:

We have reviewed the site plan for the proposed parking lot expansion for ISD #15 St Francis High School, to be located east of CR 72 (Rum River Boulevard) and south of 235th Avenue NW within the City of St. Francis, and I offer the following comments:

The parking lot expansion is proposed to utilize the existing maintenance driveway located south of 235th Avenue NW, which we do not recommend. Instead, for safety reasons, we recommend that the access for the parking lot expansion be made via 235th Avenue NW, which will have NB and SB CR 72 right and left turn lanes constructed in conjunction with the Rum River Bluffs Development.

It should be noted that it appears there are deficiencies for the Case I, Case IIIB and Case IIIC intersection sight distance requirements in this area of CR 72, with the obstructions being trees and the existing horizontal alignment of CR 72. Due to the alignment of CR 72, the sight distance deficiencies are considered non-correctable, and that is why the construction of NB and SB right and left turn lanes is critical for any access point in this area. Please note that no plantings or business signs will be permitted within the county right of way, and care should be exercised when locating private signs, buildings, structures, plantings, berms, etc. outside of the county right of way, so as not to create any additional sight obstructions for this section of CR 72.

If there will be any work that will occur in the county right of way, a permit is required and must be obtained prior to the commencement of any construction (permit fee = \$150.00). License Permit Bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact the ACHD Permit Office at 763.862.4224 for further information regarding the permit process as applicable.

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

Sincerely,

Jane K. Rose
Traffic Engineering Manager

xc: File - CR 72/Plats + Developments/2017
Randy Bettinger, Traffic Engineering Coordinator
Terri Vaughan, Traffic Engineering Technician III
ACHD Permit Office

Our passion is your safe way home!

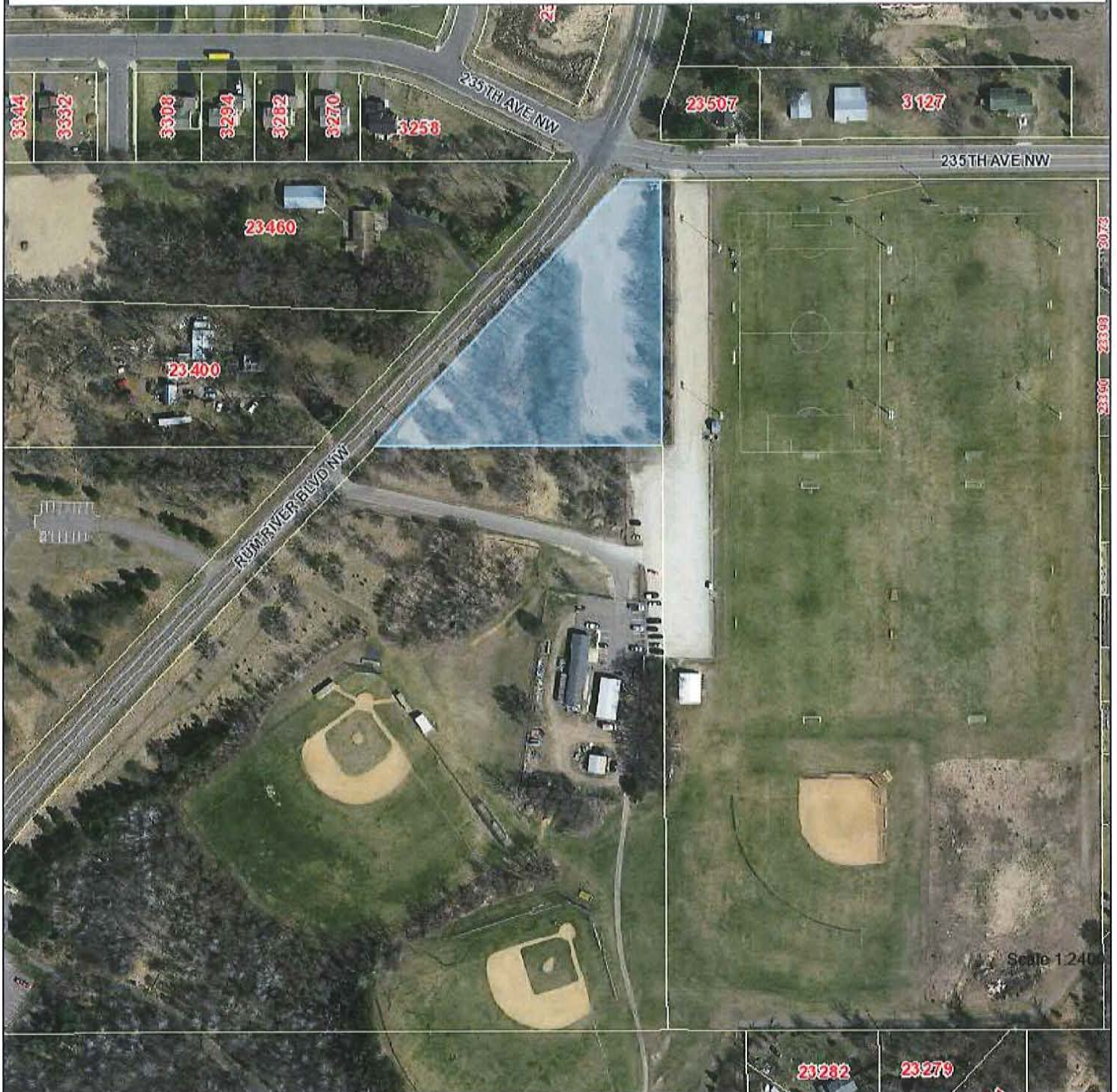
1440 Bunker Lake Blvd. NW ▲ Andover, MN 55304-4005
Office: 763-862-4200 ▲ Fax: 763-862-4201 ▲ www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer



School Parking Lot

Property Site



Independent School District 15

A K-12 public school district serving the communities of Athens Township, Andover, Bethel, East Bethel, Linwood Township, Nowthen, Oak Grove, St. Francis and Stanford Township

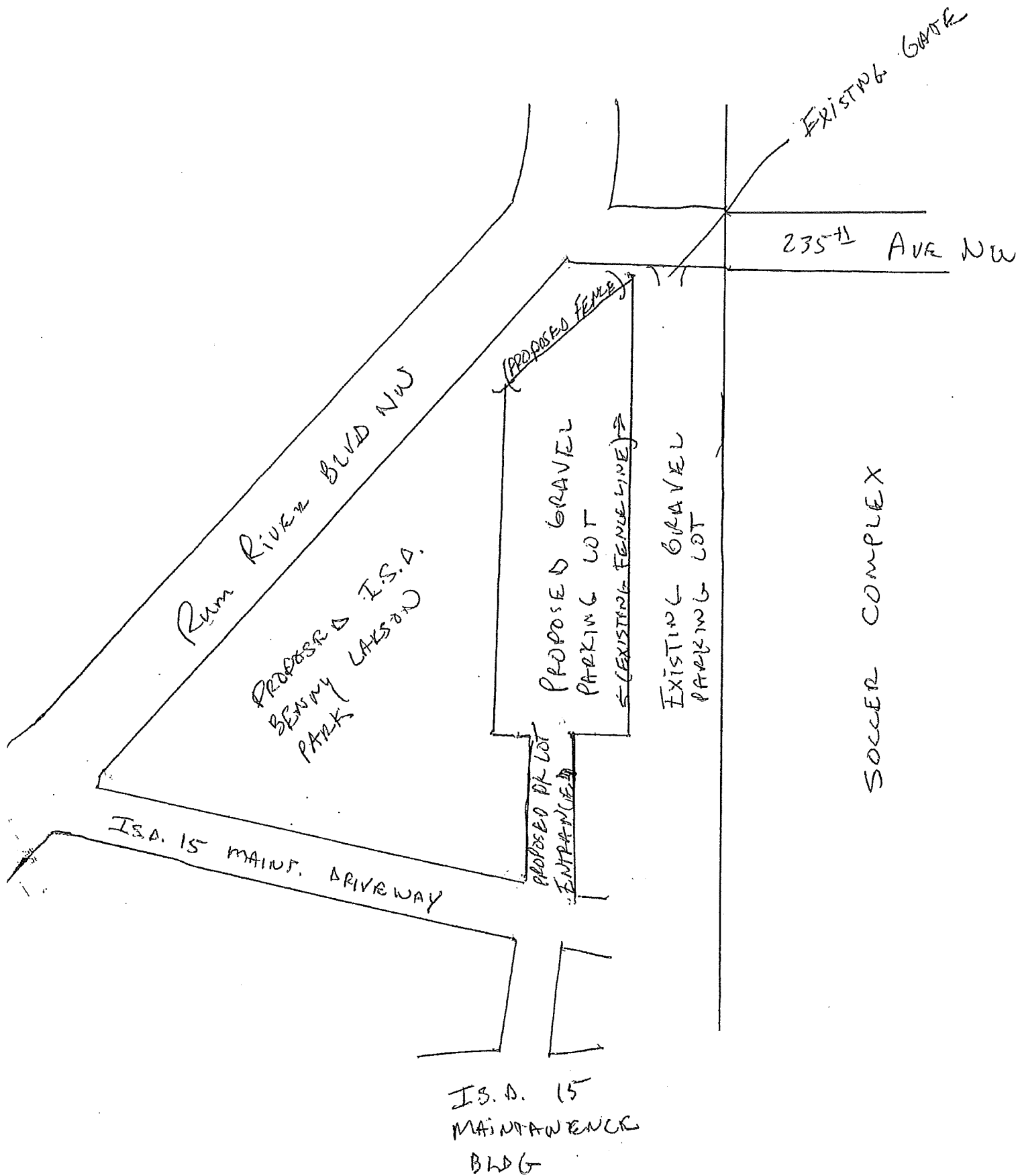
We are seeking an ordinance amendment to allow for a gravel parking lot as an accessory for our school athletic facility on conditional use only during events. The events generate short term, infrequent parking needs that could be exempt from the general paving requirements for permanent parking lots that have use every day. We are seeking to have the amendment approved as well as the conditional use.

The event parking lot is designed to alleviate our patrons parking on the city street (235th) or the county road (Rum River Blvd). The main concern is safety as well as traffic congestion and emergency vehicle entry. The events that will use this parking lot are normally in the fall during football and soccer season. The days of use are normally Tuesday/Thursdays from 2:30-10:00pm and Saturdays from 8:00am to 5:00pm. The event parking lot will not be used during the winter months and will not be plowed.

The only entrance to the lot will be on our property across from our maintenance facility. The north edge of the lot, by Rum River Blvd., will be fenced off. The driveway for the lot will be approximately 50' wide and 150' long. The size of the lot will be approximately 300' by 150'.

Thank you for your consideration.

SET BACK FROM RUM RIVER BLVD - 70'
SET BACK FROM 235TH AVE NW - 51'



ISD
MAIN
BLVD

MAIN DRIVEWAY

optional extra parking

Wooded Area

Rum River Blvd NW

Existing Parking lot

Fence

Fence

Fence

Fence

New Fence



BLVD ST Francis



Aerial Photo: Flown Spring of 2014



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

ORDINANCE 227, SECOND SERIES

**AN ORDINANCE AMENDING THE ST. FRANCIS ZONING ORDINANCE
REGARDING THE SURFACING OF EVENT PARKING AREAS**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Section 10-19-8-E of the Zoning Ordinance shall hereby be amended to read as follows:

E. Surfacing.

1. All commercial, industrial, and institutional parking spaces and driveways shall be surfaced with concrete, bituminous, or pavers in all zoning districts. Other materials such as decorative rock, gravel, sand, or bare soil are prohibited.
2. All parking areas and driveways shall be maintained in a safe and proper manner. The owner shall not allow weeds or surface materials to become deteriorated.
3. Limited use event or overflow parking areas and related drives for athletic fields may be permitted with a gravel surface when in receipt of a conditional use permit. Such parking areas shall not be used year round and adequate measures to control dust from impacting neighboring residential areas are in place.

Section 2. Effective Date. This Ordinance shall take effect 30 days after its publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS ____ DAY OF ____, 2017.

APPROVED:

ATTEST:

Steven D. Feldman
Mayor of St. Francis

Barbara I. Held
City Clerk

(seal)

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

RESOLUTION 2017-08

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A GRAVEL EVENT PARKING LOT FOR ISD #15**

WHEREAS, Independent School District #15 ("the Applicant") have made a request for a conditional use permit for a gravel surfaced, limited use event parking lot to be located within the City of St. Francis ("the City"); and

WHEREAS, the subject site ("the Property") is located on the southeast corner of Rum River Boulevard and 235th Avenue and is legally described as:

That part of Outlot 27, Village of St. Francis, according to the recorded plat thereof, described as follows: Beginning at the northeast corner of said Outlot 27; thence South 0 degrees 01 minutes 28 seconds, West, assumed bearing, along the east line of said Outlot 27, a distance of 429 feet to the southeast corner thereof; thence North 89 degrees 36 minutes 50 seconds West, along the south line of said Outlot 27, a distance of 480.52 feet; thence North 43 degrees 46 minutes 40 seconds East a distance of 590.35 feet to the north line of said Outlot 27; thence South 89 degrees 36 minutes 50 seconds East, along the north line of said Outlot 27 a distance of 72.25 feet to the point of beginning; and

WHEREAS, the site is zoned R-2, Single Family Residential and the school and accessory uses are permitted within this District; and

WHEREAS, the St. Francis Planning Commission held a duly noticed public hearing during on February 15, 2017 and recommended approval of the request; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby approves the conditional use permit based on the following findings of fact:

- A. The proposed action has been found to be consistent with the Official City Comprehensive Plan.
- B. The proposed use is and will be compatible with present and future land uses of the area.
- C. The proposed use conforms with all performance standards contained in this Ordinance.

- D. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.
- E. Traffic generation by the proposed use is within capabilities of streets serving the property.

BE IT FURTHER RESOLVED that the City of St. Francis hereby approves the conditional use permit with the following conditions:

1. All comments from the City Engineer shall be addressed.
2. The applicant shall install fencing to control access.
3. The parking area shall be maintained free of weeds and vegetative growth.
4. Handicapped parking stalls and signage shall be provided.
5. The parking lot shall have signage indicating it is for event parking only.
6. The parking lot shall only be used from August 1st to November 1st.
7. Barriers preventing entry shall be placed when the parking lot is not in use.
8. Expansion of the use beyond the seasonal nature proposed would require amendment of the conditional use permit or paving and curbing of the lot.
9. The parcel shall be combined with an adjacent school owned property.
10. Ordinance No. 227, Second Series shall be placed into effect.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6TH DAY OF MARCH, 2017.

APPROVED

Steven D. Feldman
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk

Attachments:
Exhibit A – Site Plan

ESD
W/INT
BLDG

PAINT DRIVEWAY

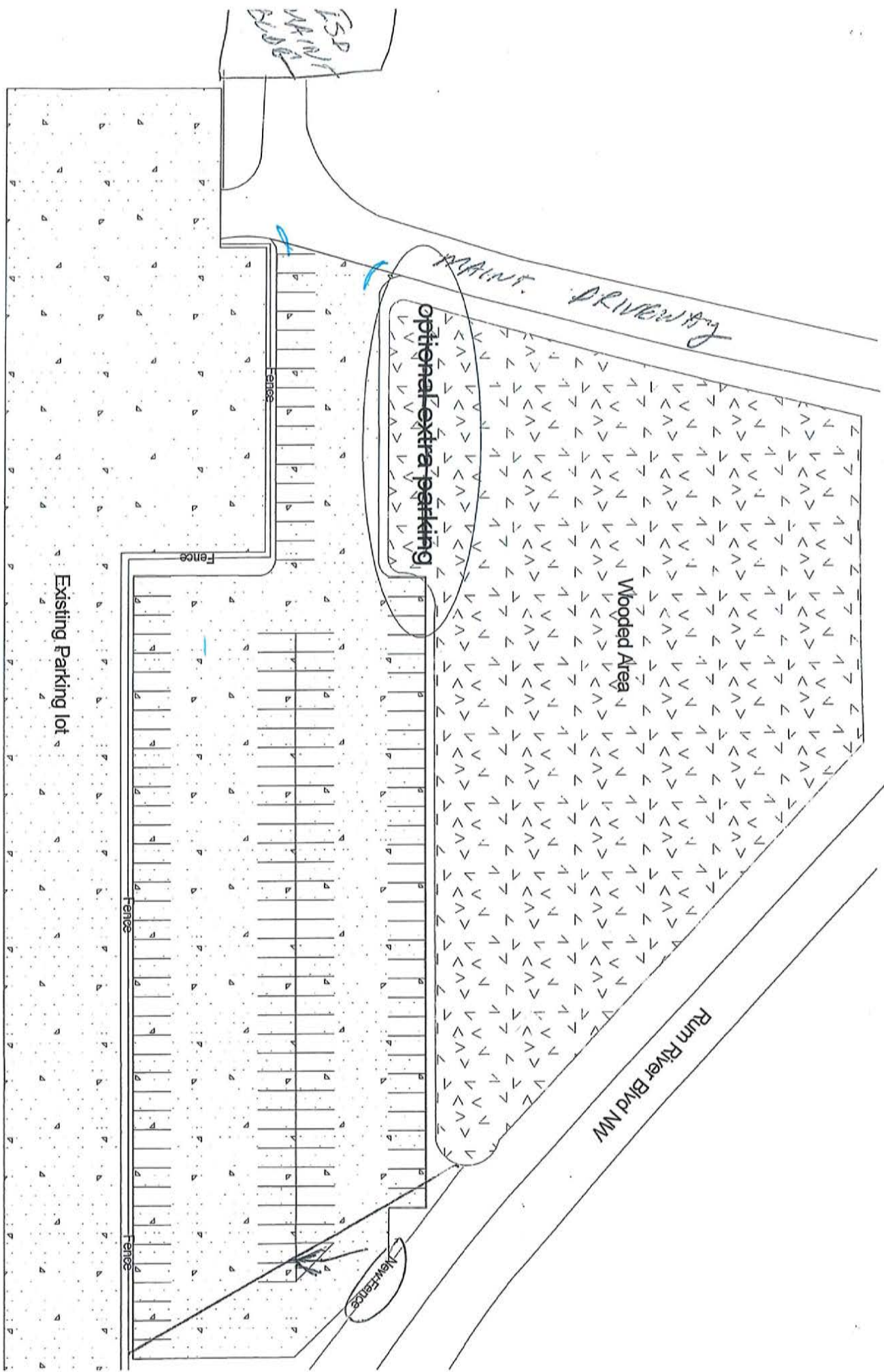
optional extra parking

Wooded Area

Rum River Blvd NW

Existing Parking lot

New Fence





NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

PLANNING MEMO

TO: St. Francis City Council

FROM: Nate Sparks, Consulting Planner

DATE: February 28, 2017

RE: Extension Request: St. Francis Transitional Care Facility

BACKGROUND

Able Companies received approval of a Planned Unit Development Amendment and Site Plan Review for an assisted living/transitional care facility in November of 2015. They are seeking an extension for the time period in which the site plan approval must be acted upon. The property is located at an unaddressed parcel on the north side of 229th Avenue NW in what would be the 2900 block. The site is between the golf course clubhouse and the American Legion. The applicant seeks to build a facility with up to 89 units for assisted living, memory care, and transitional care.

APPROVALS & EXTENSION

The applicant received an approval by Resolution 2015-61 on November 2, 2015. The site is zoned PUD, Planned Unit Development with an underlying zoning designation of B-2, General Business. Facilities such as this are a permitted use within the B-2 District and are therefore allowed within the PUD, which was confirmed by resolution. The approval also granted general site and building plan review approval, which is in effect for one year.

Prior to the expiration, the applicant requested an extension to explore the creation of a tax increment finance (TIF) district to assist in the financing of the project. Pursuant to Section 10-3-4 of the Zoning Ordinance, City Staff may administratively extend an approval for 90 days but any extension beyond this period must be reviewed by the Planning Commission and formally granted by the City Council. The applicant received approval of the TIF District on February 6, 2017 and would now like the site and building plan approval extended to begin the construction process.

Since the time of the extension the property owner has changed. Therefore, the extension request was submitted by the new property owner not the original applicant.

PLANNING COMMISSION REVIEW

The Planning Commission found that the conditions that the approval was based on are still generally in place and recommended the Council formally grant the extension.

REQUESTED ACTION

The Council should consider the Planning Commission's recommendation and determine if the extension is warranted. By granting the extension, the applicant would be permitted to enter the construction phase of the project. An approval may be granted by adopting the attached resolution.

Attachments:

Extension Letter

Resolution 2015-61

Site Plan

Building Plan

Resolution 2017-09

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

RESOLUTION 2017-09

**A RESOLUTION APPROVING AN EXTENSION FOR ZONING APPROVALS FOR
THE ST. FRANCIS TRANSITIONAL CARE FACILITY**

WHEREAS, the City of St. Francis approved a request from Able Companies ("the Applicant") to construct an assisted living facility by Resolution 2015-61; and

WHEREAS, the legal description of the subject site ("the Property") is:

All that part of Lot 1, Block 1, Clubhouse at Ponds Golf Course, Anoka County, Minnesota, lying Westerly, Northwesterly and Southwesterly of the following described line: Commencing at the Southeast corner of said Lot 1; thence South 89 degrees 36 minutes 47 second West, assumed bearing, along the South line of said Lot 1, a distance of 63.38 feet to the point of beginning of the line to be described; thence North 03 degrees 58 minutes 30 seconds West, 67.57 feet; thence North 57 degrees 51 minutes 11 seconds West, 131.18 feet; thence North 25 degrees 59 minutes 38 seconds West, 167.67 feet to the Northwesterly line of said Lot 1 and said line there terminating.

WHEREAS, the applicant is seeking to have the time extended for implementing the approvals to November 2, 2017; and

WHEREAS, the Planning Commission reviewed the extension request on February 15, 2017 and found that the conditions the approval were based on are generally still in place; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby extends the deadline for implementing the approval and fulfilling all conditions of approval until November 2, 2017.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6TH DAY OF MARCH, 2017.

APPROVED:

Attest:

Steven D. Feldman
Mayor of St. Francis

Barbara I. Held
City Clerk

LEGEN COMPANIES

Driven by Purpose.

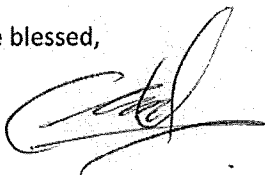
October 1, 2016

To Whom It May Concern,

We would like to have an extension to our approvals for the assisted living facility. We would like this extension due to the changes in financing of this project. We are now going to be seeking a tax increment finance district and would like to have our approvals extended for this consideration. The extension will also allow for our project to be completed in the 2017 building season.

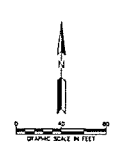
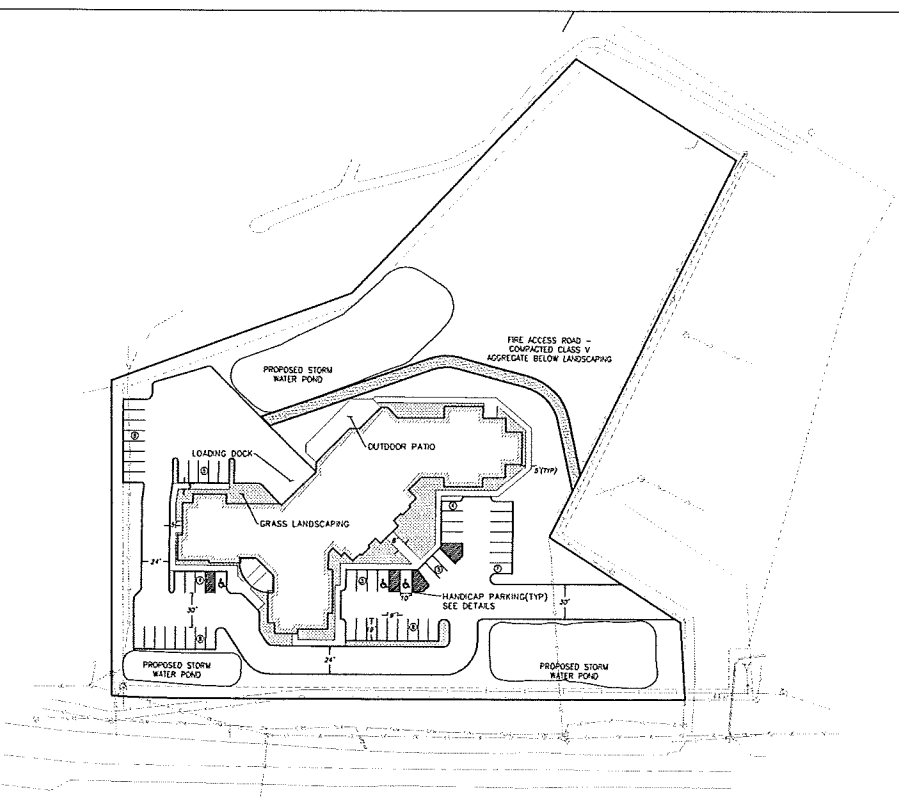
Thank you,

Be blessed,



Chau M. Le
Chairman & CEO

1000 LaSalle Avenue | SCH 330 | Minneapolis, MN 55403
Mobile: 651.755.9747
www.LeGenCompanies.com



SITE PLAN LEGEND		GENERAL LEGEND	
	PROPOSED CURB		EXISTING CONTROLS
	STANDARD CURB & OUTLET		EXISTING PROPERTY LINE
	CONCRETE SIDEWALK		EXISTING EASEMENT
			EXISTING PLANTMENT
			EXISTING SANITARY SEWER
			EXISTING INTERSECTION
			EXISTING EXISTING SIDEWALK
			EXISTING UNDERGROUND ELECTRIC
			EXISTING OVERHEAD ELECTRIC
			EXISTING UNDERGROUND FIBER OPTIC
			
			EXISTING SANITARY MANHOLE
			EXISTING CATCH BASIN
			EXISTING HYDRANT
			EXISTING TELEPHONE BOX

						SEAL		DUB CONSULTANT		FRANK CONSULTANT		PROJECT FILE		SHEET TITLE	
						I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER OR ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA				 WENCK ASSOCIATES Responsive partner. Exceptional outcomes. 1512 WOODLAKE DRIVE MINNEAPOLIS, MN 55410 (612) 224-4540 (612) 224-1215		ST. FRANCIS TRANSITIONAL CARE CIVIL SITE DESIGN		SITE PLAN	
B CUP SUBMITTAL REVISION		MIN DATE 10/21/14		PRINT NAME <u>JEFF A. BILLO</u>		NOT FOR CONSTRUCTION						ABLE COMPANIES, INC.		DRAW BY <u>JD</u> APP'D BY <u>JD</u> CMT DATE <u>SEP 2015</u>	
A CUP SUBMITTAL		REV DATE 9/18/15		SIGNATURE 				RESPONSIVE PARTNER. EXCEPTIONAL OUTCOMES.		9705 48TH AVE N #211176 MINNETONKA, MN 55345		DRAWN BY <u>JD</u> CHECKED BY <u>AS</u> NOTED BY			
REV		REVISION DESCRIPTION		DATE <u>SEP 23, 2015</u> LICENSE # <u>41828</u>								5602-0001		C-03 A	

1. I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT AND THE SEAL OF THE STATE OF MISSISSIPPI IS AFFIXED HEREON.

JH MACKAY ARCHITECT

JH MACKAY ARCHITECT
 1000 N. GULF BLVD.
 SUITE 100
 JACKSON, MS 39201
 PHONE: 601.955.1234
 FAX: 601.955.1235
 E-MAIL: JH@JHMA.COM

TCO DESIGN
 1000 N. GULF BLVD.
 SUITE 100
 JACKSON, MS 39201
 PHONE: 601.955.1234
 FAX: 601.955.1235
 E-MAIL: TCO@TCOD.COM

TCO DESIGN
 1000 N. GULF BLVD.
 SUITE 100
 JACKSON, MS 39201
 PHONE: 601.955.1234
 FAX: 601.955.1235
 E-MAIL: TCO@TCOD.COM

Plan Date
 10/1/11

ST. FRANCIS BOND'S HEALTH CARE FACILITY
 1000 N. GULF BLVD.
 SUITE 100
 JACKSON, MS 39201
 PHONE: 601.955.1234
 FAX: 601.955.1235
 E-MAIL: TCO@TCOD.COM

TCO DESIGN
 1000 N. GULF BLVD.
 SUITE 100
 JACKSON, MS 39201
 PHONE: 601.955.1234
 FAX: 601.955.1235
 E-MAIL: TCO@TCOD.COM

Design #
 100201582

A4

A4 OF A5



EAST ELEVATION
 SCALE 3/32" = 1'-0"



SOUTHEAST ELEVATION
 SCALE 3/32" = 1'-0"

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

RESOLUTION 2015-61

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT &
SITE & BUILDING PLAN REVIEW FOR THE ST. FRANCIS
TRANSITIONAL CARE FACILITY**

WHEREAS, Able Companies, Inc. ("the Applicant") has made an application for a planned unit development amendment and site plan review for a property in the City of St. Francis ("the City") legally described as:

All that part of Lot 1, Block 1, Clubhouse at Ponds Golf Course, Anoka County, Minnesota, lying Westerly, Northwesterly and Southwesterly of the following described line:

Commencing at the Southeast corner of said Lot 1; thence South 89 degrees 36 minutes 47 second West, assumed bearing, along the South line of said Lot 1, a distance of 63.38 feet to the point of beginning of the line to be described; thence North 03 degrees 58 minutes 30 seconds West, 67.57 feet; thence North 57 degrees 51 minutes 11 seconds West, 131.18 feet; thence North 25 degrees 59 minutes 38 seconds West, 167.67 feet to the Northwesterly line of said Lot 1 and said line there terminating.

WHEREAS, the Applicant is seeking to place a transitional care, memory care, and assisted living facility on the Property with up to 89 units; and

WHEREAS, the property is zoned PUD, Planned Unit Development with an underlying zoning of B2, General Commercial; and

WHEREAS, the proposed use is a permitted within the B-2 District; and

WHEREAS, the applicant is seeking to build a facility that is approximately 41 feet tall and meeting the City's multi-family residential buildings standards; and

WHEREAS, the St. Francis Planning Commission held a public hearing during on October 21, 2015 and recommended approval of the request; and

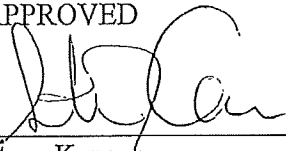
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby finds that the PUD amendment and site & building plan are generally consistent with the standards found within the City's Zoning Ordinance; and

BE IT FURTHER RESOLVED that the City of St. Francis hereby approves the planned unit development amendment and site plan with the following conditions:

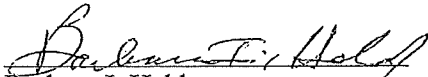
1. All comments from the City Engineer, Fire Chief, City Attorney, Anoka County, and other relevant departments or agencies shall be addressed.
2. The landscaping plan shall be revised for review and approval of City Staff.
3. All drive aisles shall be a minimum 24 feet in width.
4. A final plan set depicting all conditions of approval shall be submitted.
5. All construction shall adhere to the standards of the City's Zoning Ordinance unless otherwise specified within this approval and shall be consistent with the final set of approved plans.
6. The applicant shall enter into a development agreement that may be modified by the City Attorney and post required securities prior to issuance of any building permits.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2ND DAY OF NOVEMBER, 2015.

APPROVED


Steve Kane
Mayor of St. Francis

Attest:


Barbara I. Held
City Clerk/Treasurer

Attached:
Applicant's Plan Set
City Engineer's Letter



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9D

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: **Connexus Energy Land Lease Option**
DATE: 3-6-17

OVERVIEW:

The City has been working with Connexus Energy to utilize the former wastewater pond site. Connexus and the City are considering the installation of solar panels on this site. Connexus has agreed to pay the City \$1,000 annually for each acre they use. They are anticipating using approximately 15 acres for solar panels. They are also suggesting to provide 1% annual escalators for the lease payments. Connexus will also provide the City with 20% of the energy credits.

The attached agreement is proposed to run for 20 years with two optional five year renewal terms.

ACTION TO BE CONSIDERED:

Motion to enter into the Agreement with Connexus Energy.

Attachments:

- Land Lease Option

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement ("Agreement") is made this ____ day of _____, 2017 (the "Effective Date"), by and between _____, a _____ (the "Landlord"), and Connexus Energy, a Minnesota cooperative corporation (the "Tenant").

RECITALS:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in the County of Anoka, State of Minnesota and legally described more particularly on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a portion of the Property consisting of up to a still to be determined number of Developable Acres for use, estimated to be fifteen (15) acres, at a fixed lease rate beginning at One Thousand Dollars (\$1,000.00) per developable acre per year with Onepercent (1.0%) annual increases, for an initial term of twenty (20) years with two (2) five (5) year renewal options. The final area to be leased by Tenant will be determined as a surveyed parcel and site plan to be agreed upon by Landlord and Tenant;

WHEREAS, the Developable Acres shall be defined as the solar megawatt DC/nameplate that can be installed at the site multiplied by five (5) acres per MW;

WHEREAS, as a result of this lease arrangement, Landlord will receive an incentive share equal to twenty percent (20%) of the Renewable Energy Certificates (REC's) created from the solar system for the duration of the lease;

WHEREAS, Landlord and Tenant will diligently work together in good faith during the Option Term (as that term is hereinafter defined) to negotiate and execute a ground lease agreement incorporating the terms of this Agreement and other commercially reasonable lease terms (the "Ground Lease Agreement") including, if the Minnesota Pollution Control Agency requires expansion of the waste water treatment facilities, the parties will negotiate in mutual good faith grounds for early termination of the lease in those limited circumstances; and

WHEREAS, Tenant desires to utilize the leased property to construct and operate renewable energy facilities (the "Facilities") on the Property in accordance with the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby grants to Tenant an exclusive option to lease an agreed upon portion of the aforementioned Property, subject to the terms and conditions contained in this Agreement.

1. Option Term and Option Payment. The lease option period commences on the Effective Date and continues for a period of ten (10) months (the "Option Period"). For the sum of One Hundred and No/100 Dollars (\$500.00) (the "Option Payment"), as nonrefundable option consideration which shall be paid by Tenant to Landlord within ten (10) days of the Effective Date, Landlord and Tenant agree to the terms set forth in this Agreement.

2. Notice Required to Exercise Option. Prior to the expiration of the Option Period, Tenant shall deliver the Ground Lease Agreement for the Property for review and full execution by Landlord and Tenant, which Ground Lease Agreement incorporates the lease terms set forth in the Recitals section to this Agreement and such other commercially reasonable terms as would be found in a ground lease agreement in this geographic region for the purposes intended by Tenant, including lease commencement and expiration dates, expansion options, installation and operation parameters for the Facilities, insurance and indemnification, access rights, ownership and transferability of the Facilities and renewable energy benefits, representations and warranties, default and remedies and dispute resolution provisions.

3. Exclusivity of Option. This Agreement is exclusive and exists solely for the benefit of Tenant and its permitted assignees. Landlord shall not sell, transfer or assign the Agreement or any interest therein without the prior written consent of Tenant. Tenant may record a memorandum of this Agreement at any time during the Option Period.

4. Remedies Upon Default. If Tenant defaults under this Agreement, then, in addition to any other remedies available to Landlord at law or in equity, Landlord may terminate this Agreement by giving written notice of the termination to Tenant. If terminated, Tenant shall lose entitlement to any refund of the Option Payment. For this Agreement to be enforceable and effective, Tenant must comply with all terms and conditions contained herein.

5. Commission. No real estate commissions or any other commissions shall be paid or payable by either Landlord or Tenant in connection with this transaction.

6. Permits and Land Use Requirements. Tenant is expressly responsible for obtaining any and all necessary permits and/or land use amendments at Tenant's sole cost to allow for the intended use on the Property.

6.

7. Acknowledgments. The parties are executing this Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them. The parties have sought the advice, or had the opportunity to consult with, legal counsel of their respective choice prior to signing this Agreement. Except as may be required to deemed necessary by Tenant in submitting its solar storage requests or proposals to third parties or in securing governmental approvals for the construction/installation and/or operation of the Facilities on the Property, both parties agree to keep all terms of this Agreement confidential and neither party shall disclose any terms of this Agreement to any third parties without the prior written consent of the other party.

8. Timing. Time is of the essence in this Agreement.

9. Binding Agreement. This Agreement shall become legally binding upon full execution of this Agreement and payment by Tenant to Landlord of the Option Payment.

10. Governing Law and Venue. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Minnesota. The parties further agree that the venue for any and all disputes related to this Agreement is the County where the Property is located.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all, when taken together, shall constitute one and the same document. Transmission by facsimile or e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

12. Notice. Any notice required or permitted to be given under this Agreement shall be given in writing and shall be sent to the address of the party as listed below that party's signature block, as may be updated by either party upon written notice to the other party within five (5) days of any change. Notices shall be delivered by hand delivery, express courier, facsimile or electronic mail. Except as may otherwise be specified in this Agreement, all notices, requests, statements, and other communications shall be deemed to have been duly given on (a) the date of delivery if delivered by hand or by express courier, (b) the time stamp upon delivery if sent by electronic mail (provided, however, any notice timestamped after 5:00 p.m., Central Time, shall be deemed received on the next day), (c) date of receipt of a time-stamped legible copy thereof if sent by facsimile (provided, however, any notice timestamped after 5:00 p.m., Central Time, shall be deemed received on the next day), or (d) the earlier of the date set forth in clauses (a), (b) and (c) if delivery is made by more than one of such means.

13. No Waiver. A waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

14. Energy Credits. As a project partner, NSC gains an incentive share of the annual solar renewable energy credit which at NSC option may be used to either reduce site carbon emissions, or be sold at market prices; A 20% percent share of REC's from this location, managed by Connexus, in an auditable annual statement.

15. Entire Agreement, Modification. This document sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

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

LANDLORD:

TENANT:

CONNEXUS ENERGY

By: _____

Its: _____

Mailing Address:

E-Mail: _____

Facsimile: _____

706486-v1

By: _____

Its: _____

Mailing Address:

14601 Ramsey Boulevard
Ramsey, MN 55303

E-Mail: _____

Facsimile: 763-421-1343

EXHIBIT “A”

DESCRIPTION OF PROPERTY

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9E

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Building Inspection Service Contract
DATE: 3-6-17

OVERVIEW:

The City has received two proposals for Building Inspection Services- from Metro West and East Bethel. These proposals will likely only provide inspection service for commercial and septic inspections. There are considerations for each proposal. East Bethel is a neighboring City that St. Francis could start partnering with to utilize resources. Metro West is a major provider in the Building Inspection services. Some side by side comparisons are below:

<u>Work</u>	<u>East Bethel</u>	<u>Metro West</u>
Commercial Permits	75%	50%
Plan Review	100%	50%
Septic	75%	80%
Inspection scheduling	within 48 hrs.	24 hr. notice provided
Turnaround time	within one week	3-5 day minimum

Fee Schedule Considerations

Septic Permit - \$276
Commercial - by valuation of the project

ACTION TO BE CONSIDERED:

Motion to enter into contract services with East Bethel or Metro West.

Attachments:

- East Bethel Contract, East Bethel Proposal, Metro West Proposal

BUILDING OFFICIAL AND INSPECTION SERVICES CONTRACT

This agreement is entered into this _____ day of _____ 2017 by and between the City of East Bethel, MN a statutory City, with its principle place of business located at 2241 221st Avenue NE, East Bethel, MN 55011 (hereinafter “East Bethel”) and the City of St. Francis, MN, a statutory Minnesota City, with its principle offices located at 23340 Cree NW, Cedar, MN 55070 (hereinafter “St. Francis”).

WHEREAS, St. Francis has enacted the Minnesota Building Code (the “Code”);

WHEREAS, St. Francis requires designation of a building official, provision of building inspection services to ensure compliance with the Code, and provision of Subsurface Sewage Treatment System (“ISTS”) inspections and services;

WHEREAS, East Bethel and or its employees are licensed to serve as the City’s building official and provide such inspection services;

WHEREAS, St. Francis desires to enter into an agreement for the purchase of building official and building inspection services with East Bethel; and

WHEREAS, East Bethel desires to provide such services to St. Francis.

NOW THEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Inspection services.** During the term of this agreement, East Bethel agrees to perform inspection services as outlined in the proposal dated _____, 2017 (attached hereto as Exhibit A), and as further detailed below:

- a. Provide all services necessary to fulfill designation as the St. Francis building official;
- b. Provide Code inspections as required by Minnesota Statutes and local ordinance;
- c. Provide re-inspections as required;
- d. Issue occupancy permits upon final completion of the structure;
- e. Review building plans for compliance with the building code requirements;
- f. Review ISTS designs for compliance with MN Rules 7080 and local ordinance, approve designs for installation; complete all required paperwork associated with ISTS installations; and
- g. Provide ISTS inspections as required by applicable law and local ordinance.

2. **Condition of Inspection Services.**

- a. St. Francis agrees to provide East Bethel with access to pertinent information, records, systems and data, as determined necessary in the discretion of East Bethel. St. Francis shall provide all required forms. East Bethel shall assist in the

responsibilities of administration and enforcement of its zoning ordinance by reviewing all building permits for final zoning approval and land use.

- b. East Bethel shall perform the services under this contract at such location and at such times as East Bethel deems appropriate while providing the coverage requested by St. Francis.
- c. East Bethel shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement.
- d. East Bethel agrees to proceed diligently and in accordance with its usual course and manner of business. East Bethel agrees to perform additional services, to which the parties agree during the term of this contract under the terms and conditions of this agreement.

3. **Term of Agreement.** This agreement is effective commencing _____, 2017 and shall consist of a period of twelve months of service. Upon the mutual agreement of the parties, this agreement may be extended, in writing, upon the terms and conditions contained herein.

4. **Payment.** In consideration of such consulting work, St. Francis agrees to pay to East Bethel under the following schedule:

- a. In accordance with the proposal attached as Exhibit A.

Hourly charges are inclusive of equipment charges, communication charges and overhead.

Work will be billed on a monthly basis and shall be due and payable upon receipt of such billing. St. Francis upon receipt of such billing shall pay within 30 days.

Payments more than 30-days delinquent shall accrue a 1.5 percent monthly finance charge.

5. **Modification of Proposal.** Notwithstanding the terms outlined in the proposal attached as Exhibit A, St. Francis does not by this Agreement, contract with East Bethel for a minimum number of hours per week. The number of hours required of East Bethel shall be at the sole discretion of East Bethel while providing the time necessary to carry out the terms of this agreement.

6. **Relationship.** Nothing in this agreement shall be construed to create employment, a partnership, joint venture, license or agency relationship and neither party shall have the right or authority to bind the other. For the purpose of this Agreement, East Bethel shall be deemed an independent contractor. East Bethel employees shall not be entitled to any employment benefits customarily given to St. Francis employees.

7. **Termination.** This agreement may be terminated by either party upon a thirty (30) day written notice. Such termination shall not affect the rights and obligations of the parties accrued prior to the termination date or rights under paragraph 3 and 4.

8. **Assignability.** This agreement shall not be assignable by either party without the written consent of the non-assigning party.

9. **Law.** This contract shall be governed by the law of the State of Minnesota. The parties agree that the venue of any legal action arising under the agreement shall be Anoka County, Minnesota. The parties further agree that in the event either party brings an action against the other to enforce any condition or covenant of this agreement the prevailing party shall be entitled to recover its court costs and reasonable attorney fees in the judgment rendered in such action.

10. **Severability.** If any provision of this agreement shall be held by any court to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or unenforceability shall not have effect upon or impair the enforceability of any other provision of this agreement.

11. **Indemnification.** East Bethel shall indemnify, hold harmless St. Francis, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of East Bethel employees during the performance of this Agreement.

St. Francis shall indemnify, hold harmless East Bethel, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions resulting from omission or negligent acts of St. Francis employees during the performance of this Agreement.

East Bethel shall further indemnify St. Francis against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security and income tax laws with respect to East Bethel employees in engaged in performance of this Agreement.

12. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. This agreement may be amended only by written agreement of both St. Francis and East Bethel.

13. **Data Practices.** All data collected, created, received, maintained, or disseminated for any purposes by the activities of East Bethel because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

Trade Secrets: Assuming that the material that the organization would supply is not just proprietary, but also constitutes a trade secret under the Uniform Trade Secrets Act definition, it could be protected under Minn. Stat. Section 13.37 subd. 1(b) and subd. 2. The MGDPA definition of “trade secret information” tracks the language of the UTSA, and thus includes “government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.” If it meets this definition, then subd. 2 makes it nonpublic data with regard to data not on individuals, and private data with regard to data on individuals. Beyond the protections of this provision, it would be difficult for a city to keep a promise of confidentiality.

14. **Records – Availability and Retention.** East Bethel agrees that the City or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of East Bethel and invoice transactions relating to this Agreement.

East Bethel agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

15. **Merger and Modification.**

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

EXHIBIT A

City of East Bethel

Proposal for Building Inspection Services

To

**City of St. Francis
Anoka County
State of Minnesota**

_____, 2017

Building Inspection Scope of Services

The City of East Bethel will provide full Building Code Administration, Onsite Sewage Treatment Service administration and Zoning Enforcement. This shall include but not be limited to full building department administration, plan review, permit issuance, field inspections, correction notice issuance and re-inspection, certificate of occupancy issuance, monthly, quarterly and annual reports to the St. Francis City Clerk, City Council and outside agencies. We will also interact with project developers, contractors and general public on specific project issues; complaints; and code question. The City of East Bethel will calculate the project valuation for determination of state surcharge and building permit fees for every valuation based permit.

Residential service shall be considered 1 & 2 family dwelling units. Any structure containing more than 2 dwelling units shall be considered commercial buildings.

Permits will be issued for all construction work as required in MN State Building Code Chapter 1300.00120. These permits will include but not be limited to:

1. New construction, addition, alteration, repair, remodel, modification, demolition, or moving of all non-residential and accessory structures.
2. Roofing, siding, window replacement.
3. Signs
4. Plumbing new, addition, alteration, remodel, repair or modification.
5. Mechanical new, addition, alteration, remodel or modification.
6. Fire Suppression Systems
7. Fire Alarm Systems

The service will also include coordinating with the planning department for review of permit applications with the City's Zoning ordinance and land use compliance. This will involve routing all permit application to the planners for compliance with setback dimensions, lot coverage limits and minimum lot dimensions. The project will be field inspected by the City of East Bethel to insure compliance with the Zoning Ordinance dimensional standards.

The average turn around time for all non-maintenance projects will be 2-5 days after receipt of all necessary information. Project proponents will be encouraged to use handout materials from The East Bethel Building Department for completion of project plans to avoid delays and "code surprises" upon application for building permit.

A plan submittal checklist will be provided to all permit applicants outlining required submittals to accompany the application. Written plan review comments are provided to every applicant when plan review is performed.

Our office receptionist will schedule all inspections when the permit holder calls the East Bethel Building Department at 763-367-7856 or 763-367-7844. A 24-hour notice is required for all inspection. All inspections will be scheduled within 24 hours of the time requested.

Computerization

The City of East Bethel will prepare the electronic surcharge reports for submittal to the State Treasurer. The City shall forward the report with appropriate fees.

Fee Schedule

The City of East Bethel proposes to use the 1997 UBC Table 1-A fee schedule to establish building permit fees. The City of East Bethel will review the fee schedule with the St. Francis City Clerk regularly for conformity with the needs of the City.

The building permit fee will be calculated on the valuation of the proposed project. The building official will calculate the project valuation using the Construction Cost Data published by the State Building Codes and Standard Division annually around the month of May.

A plan review fee of 100% of the valuation schedule will be charged for every project which in the sole discretion of the building official requires a plan to be submitted to demonstrate or clarify the project being permitted.

In addition to the building permit and plan review fees the applicant must also pay a surcharge fee in accordance with Minnesota Statutes 16B.70.

Over the Counter Permits

Separate plumbing and mechanical permits will be required in addition to the building permit for all construction projects that involve installation or changes to the plumbing and mechanical systems.

The City of East Bethel will utilize the existing St. Francis over the counter permits for the issuance of minor maintenance permits such as roofing, siding, windows, furnace and water heater replacement.

Terms

Payments for permits will be made by the applicants directly to the City of St. Francis, with all checks made payable to the City of St. Francis.

The City of East Bethel will have personnel available as needed 5 days per week to cover the building inspection services outlined in the Building Inspection Scope of Services. This schedule will be adjusted as necessary to meet the needs of the public and City staff.

The City of East Bethel will provide the services listed in the Building Inspection Scope of Services for 75% of the building permit fee plus 100% of the plan review fee. Services will be billed to the City on a monthly basis. A report of all building permit activity will be provided with the billing.

All transportation, communication, tools and insurance costs will be the direct responsibility of the City of East Bethel. All records will be maintained in accordance with the City's adopted record retention schedule. The records will be available to the City for examination at anytime during normal business hours or any other pre-arranged time. Records for all closed projects will be delivered to the City on a quarterly basis.

Inspections requested outside of normal business hours, M-F 8:00 a.m. to 4:00 p.m. will be billed to the City of St. Francis at \$60.00 per hour in addition to the permit fee. Any after-hours inspections must be approved by the City of St. Francis. A 1-hour minimum will apply. The City of East Bethel will retain 100% of this fee.

Additional plan review required by changes, additions or revisions to an approved plan will be billed to the City of St. Francis at \$60.00 per hour in addition to the permit fee. A 1-hour minimum will apply. The City of East Bethel will retain 100% of this fee. Minor adjustments or changes to the plan that do not affect the scope or structural elements of the project will not require additional review.

The City of East Bethel will bill the City of St. Francis an hourly rate of \$60.00 per hour for all other services requested by the City.

The City of East Bethel will provide Fire suppression plan review and inspection on all systems that may be required by the Building or Fire code. The City of East Bethel will do this work as required for the hourly rate of \$60.00.

The terms of this agreement will be reviewed and adjusted on an as needed basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

St. Francis

East Bethel

By: _____

By: _____

Mayor _____

Mayor _____

Attest:

Attest:

By: _____

By: _____

City Clerk _____

City Clerk _____

Metro West Inspection Services, Inc.

689 Medina St.

Loretto, MN 55357

763-479-1720

March 1, 2017

City of St Francis

To Joe Kohlmann:

Thank you for the opportunity to present St Francis the commercial building inspection services that Metro West Inspection Services, Inc. can provide. Our firm has provided comprehensive building inspection services for cities, counties and townships since 1976. We have adequate staffing which allows us to complete all plan reviews and required inspections, despite vacations, continuing education, illness and/or emergencies. Information regarding our company and our proposed fees are noted below:

1. We have a staff of 13 MN. Certified Building Officials. Within that staff, we have (4) building officials approved by the State of Minnesota to review and inspect state building projects.
2. Office hours are 7:00 a.m. to 4:30 p.m. Monday-Friday. In addition to our inspectors, we have two (2) fulltime and one (1) part-time office staff. Our office is fully operational for all building inspection services.
3. All insurances are in place: Workers Comp., Auto and Liability, copies can be provided upon request.
4. Minimum notification time for scheduling is 24 hours.
5. Minimum time for processing permit applications would be 3-5 days; this depends upon the type of said project, i.e. residential or commercial. Also, if the applicant has not submitted required paperwork for project and/or questions that arise from plan review, extra time would be required to complete their permit.
6. Our company is licensed by the MPCA for all septic systems installation, plan review(s) and inspections. Seven (7) of our inspectors are MPCA certified.
7. FEE SCHEDULE for valuation based commercial work: permit fees 50% and plan review fees 50%. The city retains 50% of permit fees and 50% of plan review fees.
8. Re-inspections Fee: \$50.00 each.
9. Inspection(s) when fee is not indicated: \$95.00 per hour.

- 10. Site Inspection(s): \$95.00 each.
- 11. Miscellaneous/Special Service(s) Fees: \$95.00 per hour.
- 12. Septic permits 80% of permit fee, city retains 20% of fee.
- 13. Investigation Fees are determined by the Minnesota State Building Code (MSBC) 2015 when necessary in issuing a building permit. Metro West retains 100% of investigation fee
- 14. Billing Method: Invoices are sent once a month (15th) for all permits finalized the month before. The statement will include final permits with all generated data attached. The building inspectors will deliver billings to the city each month.

Please contact us at your convenience should the enclosures merit further consideration and explanation. Again, thank you for your interest in our company.

We are looking forward to your response!

Sincerely,



Todd Geske, MN. Building Official

Metro West Inspection Services, Inc



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
Fire Report

TO: Joe Kohlmann, City Administrator
FROM: Matt Kohout, Fire Chief
SUBJECT: Fire Department calls and activities for 2016
DATE: 3-6-2017

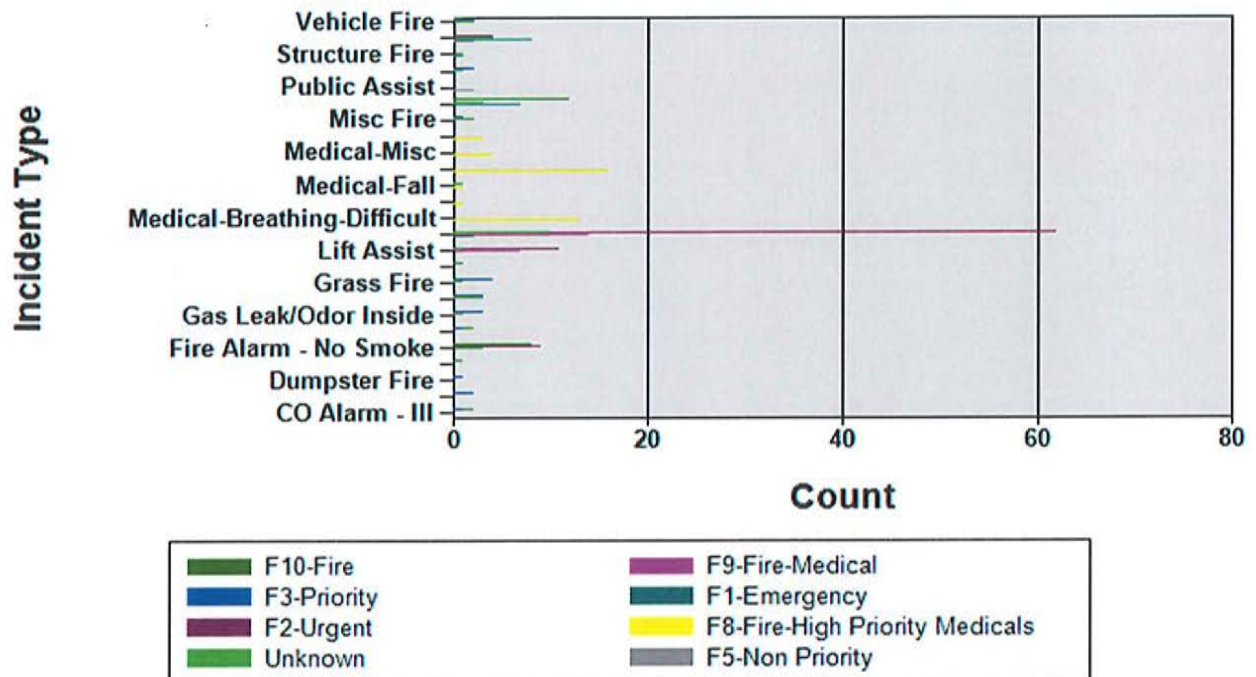
OVERVIEW: Attached you will find Fire calls for the year of 2016 in the summary you will find:

1. 241 calls for the year.
2. Times of day call response.
3. Drills, meetings, and other activities the fire department did for the year.

ACTION TO BE CONSIDERED:

No action. Any questions you may have can be addressed or answered.

St. Francis Fire Department 2016 calls and types.



The St. Francis **Fire** department responded to a close figure of **241** Calls of service for the year of 2016.

We conducted 18 officer meetings, 7 general meetings 37 Drills and 12 Maintenance drills.

The Fire Department also did the following activities last year as well:

- Heart safe training in various schools
- Mock car crash at high school
- Fire Public education at all schools.

St. Francis Fire Department 2016 calls and types.

- Several new trainings
- Several attended off site trainings and seminars.
- Fire inspections in buildings.
- Started Working on City Emergency Management plan.
- Station tours
- Hosted events and drills for the Fire explorer program between the northern cities.
- Attended and staffed for medical at High school football games.
- Pioneer days events and parade
- Keeping up on vehicle checks and maintenance
- Responded and received mutual aid for structure fires.
- Covered for neighboring cities during their events or calls, as they return the favor to us for ours.
- Everyday call response
- Drills every Wednesday.
- Annual awards banquet

St. Francis Fire Department 2016 calls and types.

Incident Type	Priority											Total
	0	1	2	3	4	5	6	8	9	10	11	
Airplane Incident/Crash												
All Sta/All Call												
Animal Rescue (BART)												
Appliance Fire												
Arson												
Auto Aid												
BombThreat												
Burn Information (permit burn)												
CO Alarm - Ill				1						2		3
CO Alarm - No Ill				2						1		3
Drill Information												
Dumpster Fire				1								1
Duty Officer/Crew												
Electrical smell										1		1
Fire Alarm - No Smoke			9							8		17
Fire Alarm - With Smoke												
Fire Mutual Aid												
Flooding												
Fluid Spills (Gasoline, etc)				1						2		3
Gas Leak/Odor Inside				3								3
Gas Leak/Odor Outside				3								3
Grass Fire				4								4
Grass Fire on Hwy/Interstate												
Illegal Burn										1		1
Lift Assist			11						7			18
Medical		2	62						14			78
Medical-Breathing-Difficult								13				13
Medical-Breathing-NOT								1				1
Medical-Drown												
Medical-Fall								1				1
Medical-Heart								16				16
Medical-Misc								4				4
Medical-Severe Bleed								3				3
Misc Fire				1								1
PI Accident		7								12		19
PI Accident on Hwy/Interstate												
Powerlines												
Public Assist						2						2
Smoke Inside												
Smoke Outside				2								2
Structure Fire		1										1
System work, flaring, confined						28					12	40
Train Incident												
Unknown problem field initiate												
Vehicle Fire				2						1		3
Vehicle Fire on Interstate/Hwy												
Water Flow Alarm												
Water/Ice Rescue												
Total	10	82	20	30	38	21	28	12	241			

What times of the day are we responding more?

