



CITY COUNCIL REGULAR MEETING

St. Francis Area Schools District Office, 4115 Ambassador Blvd. NW

Tuesday, September 05, 2023 at 6:00 PM

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

A. City Council Minutes - August 21, 2023

B. LESO 1033 Program

C. Northrop Grumman Stormwater Agreement

D. Northrop Grumman IUP Extension

Resolution 2023-45 extending the Interim Use Permit approval for site grading on the Richard D. Schroeder Advanced Ammunition Range

E. Rivers Edge 7th Addition Final Plat Submittal Extension

Resolution 2023-46 extending the final plat submittal deadline for the 7th addition of Rivers Edge for one year to October 3, 2024

F. Snow and Ice Control Policy Update

G. Rental License Approvals

H. Payment of Claims

5. MEETING OPEN TO THE PUBLIC

6. SPECIAL BUSINESS

7. PUBLIC HEARING

8. OLD BUSINESS

9. NEW BUSINESS

A. St. Francis Area Schools Referendum Election

B. Serenity at Seelye Brook Preliminary Plat & Lot Width Variance

Resolution 2023-47 approving a variance to allow reduced lot widths for lots 2 and 3 of the Serenity at Seelye Brook development with conditions and findings presented by Staff

Resolution 2023-48 approving the preliminary plat for the Serenity at Seelye Brook development with conditions and findings as presented by Staff

C. City Hall / Fire Station Contract Change Order

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

September 7-9 - City Wide Garage Sales

September 16 - Recycle Event - Public Works 8:00 am - 12:00 pm

September 18 - City Council Meeting - 6:00 pm

September 19 - Special Meeting - Councilmember Interviews - 5:00 pm

14. ADJOURNMENT

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

St. Francis Area Schools District Office 4115 Ambassador Blvd. NW

August 21, 2023

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The regular City Council meeting was called to order at 6:00 p.m. by Mayor Joe Muehlbauer.

2. ROLL CALL

Members Present: Mayor Joe Muehlbauer, Councilmembers Robert Bauer, Kevin Robinson, and Sarah Udvig.

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida, Community Development Director Colette Baumgardner, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Public Works Director Paul Carpenter, Fire Chief Dave Schmidt, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.), Police Chief Todd Schwieger

3. APPROVAL OF AGENDA

MOTION BY: ROBINSON SECOND: UDVIG APPROVING THE REGULAR CITY COUNCIL AGENDA.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

4. CONSENT AGENDA

A. City Council Minutes - August 7, 2023

B. 2023 Appointments

Resolution 2023-43 Appointments for 2023

C. Weber Construction-Liquor Store-Final Payment

D. Separation of Employment

E. Policy Amendment – Police Department

F. Park Commission Appointment

G. Official Signatures

Resolution 2023-44 Official Signatures

H. Voting Operations, Technology, & Election Resources (VOTER) Account

I. Payment of Claims

MOTION BY: BAUER SECOND: UDVIG APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA.

Ayes: Bauer, Udvig, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 4-0

5. MEETING OPEN TO THE PUBLIC

Hunter Carlson, 2612 230th Court, came forward and brought statistics of newsletters from cities across Anoka County, including the population of these cities and how many times they publish their newsletter. He noted that cities larger than St. Francis publish a newsletter at least four times a year. He stated that the only city larger than St. Francis that does not do at least four newsletters a year is Lino Lakes; however, they utilize a news alert system instead. He added that the other cities also do a Mayor and City Council message. He stated that it would be good to keep the four newsletters in order to keep in touch with the growing community. He noted that St. Francis is the only city in the area that does not have up-to-date newsletters on their website. He shared that he believes it would be a good idea to keep four newsletters a year as well as adding a more generalized message.

Robinson asked where Mr. Carlson gets his passion for this and what prompted him to do research into this. Mr. Carlson stated that he enjoys the newsletters as they help reach the community better and help them know what is happening within the City. He added that his neighbors also read these newsletters.

Robinson asked if Mr. Carlson uses the City's website often. Mr. Carlson said yes and that he has looked at it for the fire station and Highway 47 project updates.

Robinson explained that the reason they are looking at this is because of cost and the impact. He shared his appreciation for Mr. Carlson's passion and research.

Bauer shared that the website should be the main focus of the newsletter and the website should be up-to-date before the newsletter. He added that they are looking at this due to the cost of doing the newsletter. He noted that they do not get much participation from the newsletters.

Udvig stated that she has checked at the post office right after the newsletters have come out and she has seen the recycling bin full of them. She agreed that the City needs to get information on the website quicker to keep it up to date. She stated that this is a huge cost and takes time; however, the reality is that most residents do not read the newsletter.

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS - NONE

8. OLD BUSINESS - NONE

9. **NEW BUSINESS**

A. Newsletter

City Administrator Thunstrom reviewed the Staff report concerning the City newsletter and reducing the number of mailing from four to three per year.

Bauer shared that a lot of people do not read this newsletter but that they do need to get involved on their website and on Facebook. He stated that it is tough to spend City money on mailings that go out just to end up in the trash. He added that he is in support of reducing the mailings to three times a year. He noted that he would like to revamp this a little bit so that the newsletter goes onto the City website first and then to print to be mailed.

Udvig stated that she is comfortable with reducing the newsletters to three times a year. She added that they could likely coordinate this so that the newsletter is on the website the day of the mailing.

Robinson asked about the cost to send out these newsletters once a quarter. City Clerk Wida explained that they have recently moved to a lower cost printer. She stated that they have a graphic designer that puts this together which costs \$300 and the printing costs around \$1,800, plus postage which is around \$800.

Robinsons shared that he is not opposed to trying three newsletters a year and suggested sending out a survey at the end of the year to see if people are actually reading these newsletters. He stated that they should let the residents have input on the mailers. He agreed that they should post on the website and the Facebook page. He added that he is not opposed to putting in a Councilmember report or message to the newsletter.

Mayor Muehlbauer agreed that they should get the resident's input on the newsletters. He shared the concern that the residents who look at these newsletters tend to be the more elderly residents who are not as technologically savvy who may not be able to easily access the website or Facebook. He added that another issue is that the residents have a perception of not enough transparency from the Council and even when these mailers, like for the City Hall Fire Station communications, are being sent out there are residents who say that they never saw anything about the project updates. He suggested getting some sort of review of this done. He stated that they can put the newsletter on the website and then possibly get a list of residents who would still like to receive the mailings.

Robinson suggested having a dropbox to have residents drop their survey or suggestions in so that they can get feedback.

Mayor Muehlbauer stated that they can always send out a special newsletter if necessary. He shared support for reducing the number of newsletters to three. He also thanked Mr. Carlson for his passion and work.

Robinson added that since it is close to the end of the year they should continue with the four newsletters which will also give them time to get the message out about potentially reducing the newsletter. He stated that they can take another look at this in January to make a decision.

Bauer agreed with Robinson. He asked if they would be able to send the newsletters out on the system that is currently used just for emergencies.

Muehlbauer stated that he could do a Mayor's column in the newsletter or they could alternate this through Council and Staff. He noted that it would be cool for the residents to get to know different Council and Staff members through this.

Udvig stated that this could be a good way for Council to report on the committees that they serve on.

The Council gave direction to Staff.

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Fire Department Monthly Report - July

Fire Chief Schmidt reviewed the July Fire Department report, highlighting including an increase in response times to an average of 9 minutes and 23 seconds, an increase in calls for service with a total of 67 calls, and an increase in firefighters per response of 6.3 per call. He shared that there were 47 EMS calls and 20 fire calls for the month. He reviewed the variance usage. He noted that there was also an increase in ambulance response times over 20 minutes. He stated that there were no fire inspections in July. He shared that they are functional at the 4020 building.

Robinson asked about the current support being given to Nowthen and Bethel. Schmidt explained that they continue to have discussions with Bethel and they were able to provide their tanker for a parade this weekend which Bethel was very thankful for. He noted that he will continue to work with Thunstrom on documentation that will be helpful to continue to gain traction with Bethel. He stated that there have also been conversations with Nowthen about an extension and there is a meeting scheduled for next week to discuss this.

Robinson asked if there was a deadline for Nowthen. Schmidt explained that he has a budget work session in Nowthen next week where they will hopefully be able to discuss this and get it finalized before the levy needs to be set.

Bauer stated that it was a good report and the numbers look good. He is glad that the new building is working out well. Schmidt added that there have been a few things that they have had to work through but they have adjusted.

Udvig said it was a great report. She added that it is hard seeing the response times over 20 minutes.

Mayor Muehlbauer stated it was a good report and shared that he was able to go over and see the new building. He asked if there has been any luck with people hanging out in the lounge area in the new building. Schmidt shared that they have had a few people hanging out but they are trying to make this building more comfortable and functional.

Mayor Muehlbauer asked if this has affected the response times. Schmidt explained that it is too early to tell. He noted that there have been quite a few overlapping calls in the last few weeks. He stated that they can look into this more next month to try and identify some changes.

12. COUNCIL MEMBER REPORTS

Udvig shared that she attended the work session and the Farmer's Market. She stated that there are new vendors at the market which is very exciting. She noted that there is a possibility that they may extend the markets for a few more weeks due to the harvest times for different vegetables.

Robinson shared that he attended the work session as well as the Planning and Zoning Meeting. He stated that there is an AutoZone that came and applied for permits that will be coming to the City.

Bauer stated that he had nothing new to report.

Mayor Muehlbauer shared that he also attended the work session. He noted that he has been in touch with many members of Staff as well as residents over the last few weeks. He added that he reached out to Oak Grove's Mayor to hopefully work together with them better in the future. He stated that it now seems to be time for the two cities to move forward as sister cities. He said that he and the Oak Grove Mayor will get together soon to hopefully mend the divide between the two cities.

13. ATTORNEY

Performance review of Liquor Store Manager pursuant to Minn. Stat. § 13D.03; 13D.05, subd. 3(a): Request made by employee to keep the meeting open and not move to a closed meeting.

Assistant City Attorney Schaps reviewed the Staff report in regard to the performance review for the Liquor Store Manager John Schmidt.

Bauer stated that if he knew where the liquor store was prior to the expansion we would not have gone for an expansion. He noted that he has not seen much growth towards marketing and moving forward with sales and promotions. He stated that things have seemed status quo and he needs to see something bigger and better. He noted that they talked about the MMBA and he has not heard much progression

with this.

Mayor Muehlbauer added that the MMBA showed up at the last work session and were able to provide some information for things moving forward.

Udvig shared that she was really hoping to see a lot of changes with saturation on Facebook and different social media sites. She noted that they are now at a point where their backs are against a wall where they need to make some pretty drastic changes to keep the liquor store going.

Robinson said that Schmidt is not on trial here, it is the business method that has been concerning. He noted that it is a huge luxury to have a revenue source like the liquor store in the City and it should be taken advantage of in any way possible. He stated that it needs to be utilized more and do better than just breaking even. He shared that he would be in support of termination to get a fresh perspective. He noted that more resources, employees, and time have been given. He stated that he appreciates the MMBA coming here but thinks it was too little too late.

Mayor Muehlbauer stated that he thinks they needed more time after the remodel. He shared that if they had more information they may have made a different decision prior to the remodel. He added that he hates to have this conversation. He noted that they have had a lot of time and it now seems like time to try something different. He stated that this is not personal and strictly business.

Schmidt shared that he understands that his communication with the Council has been lacking. He stated that he finds it odd to hear that it is not personal, but business related as the store is up 6% so far this year sales and up 5% in customer count. He noted that he is doing his job to bring people into the store. He acknowledged that his communication does need improvement but he is willing to work on this.

Mayor Muehlbauer stated that the hardest part for him is that the cost of labor is increasing with more workers while the sales are not supporting this.

Bauer shared that as the manager, he does not expect Schmidt to be the one to go on Facebook and make posts, but he does expect the manager to set the goals. He stated that they have given the store full time employees and not only are they to be running the register, they are also there to make the City's liquor store great. He added that he needs to see managerial work on this aspect of the business while seeing where they are on profits. He noted that if they are just breaking even with the addition of these new employees then they are not making money and they are just going downhill.

Robinson stated that he did not put the target on Schmidt, Schmidt put it on himself with a lack of communication for 14 plus months with the Mayor, Council, and Staff. He noted that he gave Schmidt many opportunities and he continued to fall short.

Schmidt asked how many times Robinson reached out to him and he did not get a response. Robinson shared that he has heard reports from administration that they have reached out for information and Schmidt did not reply.

MOTION BY: ROBINSON SECOND: UDVIG FOR INTENT FOR TERMINATION OF THE LIQUOR STORE MANAGER.

Ayes: Udvig, Robinson, and Mayor Muehlbauer.

Nays: Bauer

Motion carries: 3-1

Schaps stated that they will need to set a special meeting date for this item.

The Special City Council meeting was scheduled for August 24 at 5:30 p.m. in the Community Room.

14. UPCOMING EVENTS

August 22 - EDA Meeting - 5:30 p.m. @ City Hall Community Room

September 4 - City Offices closed in observance of Labor Day

September 5 - City Council Meeting - 6:00 p.m.

September 16 - Recycle Event - 8:00 a.m. - 12:00 p.m.

Farmers Market every Wednesday through September 13th

15. ADJOURNMENT

MOTION BY: UDVIG SECOND: BAUER TO ADJOURN THE MEETING.

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:50 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: LESO 1033 Program
DATE: September 5, 2023

OVERVIEW:

In 1990 and 1991 Congress authorized the transfer of excess Department of Defense property to federal, state and local law enforcement agencies. In 1997 the National Defense Authorization Act established the Law Enforcement Support Office (LESO) Program to facilitate. Under this authority, excess Department of Defense property (equipment) that might otherwise be destroyed, may be conditionally transferred to participating law enforcement agencies across the United States. The property is at no cost to agencies with the exception of shipping costs.

Since inception, the program has transferred over \$7.7 Billion worth of equipment. Items that are requested include clothing, optics, vehicles, and small arms etc. The St. Francis Police Department has been participating in this program for many years and have had success in acquiring small arms to be utilized by on duty officers should the need arise. The intent of this memo is to advise and update the current City Council on the existence of the program and the police department's desire to continue participating in the program. The police department would continue to research and request equipment and supplies that could aid in the performance of duty and serving the public better.

ACTION TO BE CONSIDERED:

City Council approval for the police department to continue participating in the LESO 1033 Program in order to attempt to acquire property that the department could use to aid in the performance of duty and for staff to utilize in day to day operations.

BUDGET IMPLICATION:

Researching and requesting supplies and equipment is performed during normal working hours and the police department is responsible for shipping costs associated with acquired property.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Northrop Grumman Stormwater Agreement
DATE: September 5, 2023

OVERVIEW:

On September 6, 2022, the City Council approved an Interim Use Permit (IUP) with conditions to allow grading on the Richard D. Schroeder Advanced Ammunition Range. The applicant has been working to fulfill all conditions of approval, including the completion of a Stormwater Maintenance Agreement between the applicant and the City. An agreement like this is required for private stormwater ponds in the City’s MS4 Permit. The agreement has taken a while for Northrup Grumman to review given the operations of their facility.

The agreement attached has been reviewed by Northrup Grumman’s legal team and City staff including the City Attorney and City Engineer.

ACTION TO BE CONSIDERED:

Staff recommends approval of the Stormwater Maintenance Agreement.

ATTACHMENTS:

- Stormwater Maintenance Agreement with Northrup Grumman.

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2023, by and between Northrop Grumman Systems Corporation, a Delaware corporation, its successors and assigns (the “Applicant”) and the City of St. Francis, a Minnesota municipal corporation (the “City”).

WITNESSETH:

WHEREAS, the Applicant owns certain real property located in Anoka County, Minnesota, legally described on the attached Exhibit A-1 (the “Property”); and

WHEREAS, the Applicant intends to construct within the Property certain stormwater improvements (the “Stormwater Improvements”) for the benefit of the Property; and

WHEREAS, the Stormwater Improvements consist of the following, as depicted on the attached Exhibit A-2:

- Infiltration Basin A**
- Pond B**
- Infiltration Basin C**
- Pond D**

and for stormwater purposes which Stormwater Improvements must receive periodic maintenance and inspections in order to remain effective; and

WHEREAS, the Operation and Maintenance Plan consists of the following Applicant Responsibilities for Maintenance and Repair:

1. Applicant will inspect the Facilities at least annually.
2. Applicant will maintain and repair the Facilities:
 - a. In the case of basins and other Facilities where sediment collects, to preserve live storage or capacity at or above the design volume or, where

- no design live storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.
- b. In the case of conveyances and other structures, to preserve design hydraulic capacity.
 - c. In the case of Facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
 - d. In the case of all Facilities, as necessary to preserve the integrity and intended function of the Facility.
3. Applicant will conduct recommended infiltration basin maintenance (also see Exhibit B):
- a. As needed:
 - i. Stabilize or replace mulch when erosion is evident
 - ii. Remove trash and debris
 - iii. Renew mulch to replace that which has decomposed
 - iv. Replace vegetation whenever percent cover of acceptable vegetation falls below 90 percent or project specific performance requirements are not met. If vegetation suffers for no apparent reason, consult with horticulturist and/or test soil as needed
 - b. Semi-annually:
 - i. Inspect inflow and pretreatment systems for and remove any sediment
 - ii. Remove any dead or severely diseased vegetation
 - c. Annually in fall:
 - i. Inspect and remove any sediment and debris build-up in pretreatment areas

(collectively, the “Operation and Maintenance Plan”)

WHEREAS, the Minnesota Pollution Control Agency requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities, and such provisions are to be set forth in an agreement to be recorded in the real estate records; and

WHEREAS, the City and the Applicant intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements;

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Applicant and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Applicant shall complete inspections of the Stormwater Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon written request. Maintenance activities may consist of removal of sediment and re-establishment of plantings, noxious weed removal, debris removal, actions stated in the Operation and Maintenance Plan. The cost of all inspections and maintenance shall be the obligation of the Applicant and its successors or assigns as the fee owner of the Property.

2. Permanent Access and Maintenance Easement. Subject at all times to the terms and conditions set forth herein, the Applicant or its successors or assigns grants the City, its employees, agents and contractors the right to enter the Property following the issuance of written notice to Applicant (an "Entry Notice"), in order to inspect and maintain the Stormwater Improvements as set forth in this Agreement (each, an "Entry"). Each and every Entry upon the Property by the City, its employees, agents and contractors shall be conducted in the following manner:

- a. The City shall issue an Entry Notice to Applicant, which notice is to be delivered in the manner set forth in Section 6 herein at least two (2) business days in advance of each Entry;
- b. Immediately prior to conducting an Entry, the City, its employees, agents and/or contractors shall first register and receive the appropriate access badges and permissions at the Applicant's offices located at: 23100 Sugarbush Road NW, Elk River, MN 55330
- c. During each Entry, the City, its employees, agents and/or contractor shall be accompanied by a representative of Applicant.
- d. Each Entry shall be conducted at reasonable times and in a reasonable manner and in such a way as to not disrupt the operation of the Applicant's activities on the Property and the adjacent property owned by Applicant.

3. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the following conditions are met: (a) City reasonably believes that the Applicant or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with the terms and conditions of this Agreement; and (b) such failure continues for 30 days after the City gives the Applicant written notice of such failure (the

“Default Notice”) delivered in the manner set forth in Section 6 herein; and (c) City conducts an Entry upon the Property in accordance with the requirements of Section 2 herein. The City's Default Notice shall specifically state which maintenance tasks are to be performed. If Applicant does not complete the maintenance tasks within 30 days after delivery of the Default Notice the City, the City shall have the right conduct an Entry upon the Property to perform the maintenance tasks which were the subject of the Default Notice, which Entry is at all times to be conducted in compliance with the requirements set forth in Section 2 herein. Following such Entry and performance of the maintenance tasks set forth in the Default Notice, the City shall send an invoice of its reasonable maintenance costs to the Applicant or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City in performing the maintenance tasks which were the subject of the Default Notice. If the Applicant or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Applicant, on behalf of itself and its successor and assigns, acknowledges that any performance by the City of the Operation and Maintenance Plan (as such term is defined herein) after the issuance of a Default Notice and the subsequent expiration of any applicable notice and cure period, benefits the Property in an amount which may exceed the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429.

4. Hold Harmless.

- a. Except as otherwise set forth in Section 4(b) and 4(c) herein, the Applicant hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys’ fees) directly caused by the Applicant's or the Applicant's agents or employees: (i) negligent or intentional acts in the performance of this Agreement; or (ii) any material violation of any safety law, regulation or code in the Applicant’s performance of this Agreement resulting in damages.
- b. In the event the City, upon the failure of the Applicant to comply with any conditions of this Agreement following the expiration of the applicable notice and cure period, conducts an Entry upon the Property and performs the Operation and Maintenance Plan pursuant to its authority in this Agreement, the Applicant shall indemnify and hold harmless the City, its employees, agents and representatives for the City’s own negligent acts in the performance of the Applicant's Responsibilities for Maintenance and Repair under this Agreement notwithstanding anything to the contrary herein, indemnification by Applicant of City shall not extend to: (i) the intentional or grossly negligent acts of the City, its employees, agents and contractors; (ii) to the City’s failure, or the failure of the City’s employees, agents and contractors, to comply with the terms and conditions of Articles 2, 3 and 6 of this Agreement; or (iii) any death, personal injury or property

damages resulting from the activities conducted on the Proving Grounds, as set forth in Section 4(c) hereinbelow.

- c. Use of Property and Adjoining Property (Proving Grounds); City Waiver of Damages; Indemnification. The City hereby acknowledges that Applicant (including Applicant's affiliate entities) is in the business of designing, building, testing and demilitarizing various munitions, armaments, warheads and weapons systems. Applicant (and Applicant's affiliate entities) conducts various ultra-hazardous manufacturing and testing activities on the Property and upon property that it owns and which is in close proximity to the Property (collectively, the "Proving Grounds"). Applicant's activities on the Proving Grounds include various planned and unplanned detonations, from time to time. These detonations can be heard and felt at and from the Property. In addition, objects, devices or other materials owned by Applicant, the United States Government or a third party may fall onto the Property by virtue of activities of Applicant in connection with the detonation or testing of explosive devices and/or munitions on the Proving Grounds, which objects, devices and/or materials are at all times to remain in the care and custody of Applicant and are not to be removed from the Property nor retained by City, its employees, agents or contractors. City shall immediately notify Applicant in the event it knows or discovers any such objects, devices or materials in or around the Property. The City enters into this Agreement, and understands and agrees that any Entry upon the Property by the City, its employees, agents or contractors, is hereby conducted with full knowledge of (a) the type and scope of Applicant's ultra-hazardous activities on the Proving Grounds; (b) the fact that occasional detonations may be heard on the Property; and (c) that objects, devices or materials may fall onto the Property, sometimes causing damage, and which have the potential to cause personal injury. Consequently City, on behalf of itself, its employees, agents and contractors hereby waives forever any and all rights, claims and damages that they might have, including the right to bring any lawsuit against Applicant under this Agreement, in tort or at law, relating to any Entry upon the Property by the City, or, to the extent permitted by law, on account of any damage caused to persons or property by activities on the Proving Grounds or the entry onto the Property of any such objects, devices and/or materials. The City shall indemnify and hold Applicant harmless for (i) any claim(s) by the City, and/or any employee, agent or contractor of the City, for death, injury or property damage incurred as a result of the ultrahazardous activities conducted on the Proving Grounds; (ii) the intentional or grossly negligent acts of the City, its agents employees and contractors; (iii) to the City's failure, or the failure of the City's employees, agents or contractors, to comply with the terms and conditions of Articles 2, 3 and 6 of this Agreement. The City will look, if at all, to its own insurance in connection

with any death, injury or damage caused by any activity associated with operations on the Proving Grounds with respect to any Entry upon the Property by City, its employees, agents and/or contractors.

5. Costs of Enforcement. The Applicant agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees, following the issuance of a Default Notice, in the event the City prevails in an action enforcing this Agreement.

6. Notice. Notices shall only be given in the manner set forth below and shall for all purposes be deemed given and received only if given by a national overnight delivery service at the regular mail address of the party specified below on the day on which the notice is actually received by the party, or if given by certified mail, return receipt requested , postage prepaid at the regular mail address of the party specified below on the day signed for as evidenced by the return receipt or if given by personal delivery on the day signed for by an authorized representative of the recipient:

To the Applicant:

Northrop Grumman Systems Corporation
Attention: Law Department – Real Estate Legal
Notices
2980 Fairview Park Drive
Falls Church, Virginia 22042-4511

With a copy to:
Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

With electronic copy to:
realestatenotices@ngc.com

With a copy to:
23100 Sugarbush Road NW
Elk River, MN 55330
Attn: Site Lead

To the City:
City of St. Francis
23340 Cree Street NW
St. Francis, MN 55070

If Notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Agreement.

7. Successors. Notwithstanding any provisions of this Agreement to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of the Property, all duties and obligations of Applicant under this Agreement shall thereafter be the duties and obligations of Applicant's successors and assigns, and the transferor shall have no further obligations hereunder from and after the date of such sale, transfer or other conveyance. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date hereof.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. A facsimile signature or an electronically scanned signature shall be deemed to be an original signature for all purposes.

10. Preamble and Exhibits. The statements set forth in the preamble of this Agreement, as well as the Exhibits attached hereto are incorporated herein by this reference as if fully set forth in the body of this Agreement.

(Remainder of Page Intentionally Blank – Signatures and Exhibits Follow)

APPLICANT

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, of _____.

Notary Public

CITY OF ST. FRANCIS

By: _____
Joe Muehlbauer, Mayor

And by: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Joe Muehlbauer _____, the Mayor and _____ of the City of St. Francis, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This Document Drafted By:
City of St. Francis
233 Cree Street NW
St. Francis, MN 55070

Exhibit A-1

Legal Description of the Property

INFILTRATION BASIN A

That part of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 29, Township 34, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence South 00 degrees 47 minutes 30 seconds West, on an assumed bearing along the East line of said Northeast Quarter of the Southwest Quarter, a distance of 716.60 feet to the point of beginning of the area to be described; thence South 59 degrees 24 minutes 54 seconds East, a distance of 68.86 feet; thence South 07 degrees 36 minutes 57 seconds West, a distance of 92.08 feet; thence North 73 degrees 35 minutes 00 seconds West, a distance of 135.01 feet; thence North 03 degrees 29 minutes 30 seconds East, a distance of 96.95 feet; thence North 39 degrees 55 minutes 01 second East, a distance of 31.93 feet; thence South 59 degrees 24 minutes 54 seconds East, a distance of 65.09 feet to the point of beginning.

POND B

That part of the Northeast Quarter of the Southwest Quarter of Section 29, Township 34, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter; thence North 89 degrees 07 minutes 48 seconds West, on an assumed bearing along the North line of said Northeast Quarter of the Southwest Quarter, a distance of 263.20 feet; thence South 00 degrees 00 minutes 00 seconds East, 579.11 feet to the point of beginning of the area to be described; thence continuing South 00 degrees 00 minutes 00 seconds East, a distance of 153.67 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 49.45 feet; thence North 50 degrees 12 minutes 49 seconds West, a distance of 77.46 feet; thence North 33 degrees 46 minutes 39 seconds East, a distance of 125.90 feet; thence South 89 degrees 11 minutes 26 seconds East, a distance of 38.98 feet to the point of beginning.

INFILTRATION BASIN C

That part of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 58 minutes 19 seconds West, on an assumed bearing along the South line of said Southeast Quarter of the Southwest Quarter, a distance of 299.36 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 1012.55 feet to the point of beginning of the area to be described; thence North 09 degrees 24 minutes 21 seconds East, a distance of 267.71 feet; thence South 83 degrees 59 minutes 32 seconds West, a distance of 84.78 feet; thence South 14 degrees 40 minutes 16 seconds West, a distance of 207.02 feet; thence South 59 degrees 24 minutes 51 seconds East, a distance of 108.03 feet to the point of beginning.

POND D

That part of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 47 minutes 30 seconds East, on an assumed bearing along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 1092.31 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 117.78 feet to the point of beginning of the area to be described; thence continuing North 90 degrees 00 minutes 00 seconds West, a distance of 91.81 feet; thence South 09 degrees 45 minutes 10 seconds West, a distance of 135.82 feet; thence South 47 degrees 50 minutes 56 seconds East, a distance of 66.79 feet; thence North 20 degrees 04 minutes 35 seconds East, a distance of 190.24 feet to the point of beginning.

INFILTRATION BASIN C

That part of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34, Range 25, Anoka County, Minnesota, described as follows:

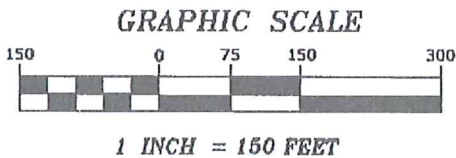
Commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 88 degrees 58 minutes 19 seconds West, on an assumed bearing along the South line of said Southeast Quarter of the Southwest Quarter, a distance of 299.36 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 1012.55 feet to the point of beginning of the area to be described; thence North 09 degrees 24 minutes 21 seconds East, a distance of 267.71 feet; thence South 83 degrees 59 minutes 32 seconds West, a distance of 84.78 feet; thence South 14 degrees 40 minutes 16 seconds West, a distance of 207.02 feet; thence South 59 degrees 24 minutes 51 seconds East, a distance of 108.03 feet to the point of beginning.

EXHIBIT A

POND D

That part of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34, Range 25, Anoka County, Minnesota, described as follows:

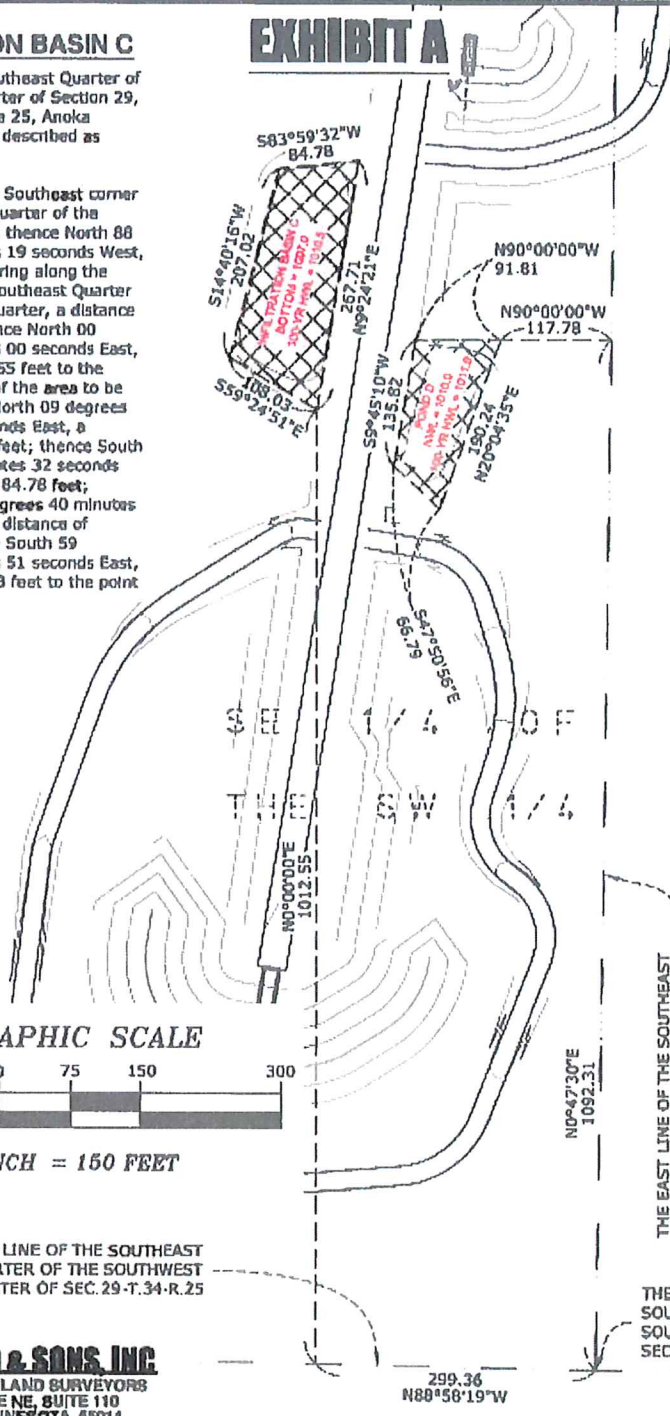
Commencing at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence North 00 degrees 47 minutes 30 seconds East, on an assumed bearing along the East line of said Southeast Quarter of the Southwest Quarter, a distance of 1092.31 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 117.78 feet to the point of beginning of the area to be described; thence continuing North 90 degrees 00 minutes 00 seconds West, a distance of 91.81 feet; thence South 09 degrees 45 minutes 10 seconds West, a distance of 135.82 feet; thence South 47 degrees 50 minutes 56 seconds East, a distance of 66.79 feet; thence North 20 degrees 04 minutes 35 seconds East, a distance of 190.24 feet to the point of beginning.



THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SEC. 29-T.34-R.25

E. G. RUD & SONS, INC.
PROFESSIONAL LAND SURVEYORS
6778 LAKE DRIVE NE, SUITE 110
LINO LAKE, MINNESOTA 55014
TEL. (651) 361-8200
FAX (651) 361-8701
www.sgrud.com

DRAWN BY: CMB | JOB NO: 2102178T | DATE: 06/26/23 | CHECK BY: JER



THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SEC. 29-T.34-R.25

NORTH

THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SEC. 29-T.34-R.25

EXHIBIT B

INFILTRATION BASIN – INSPECTION & MAINTENANCE CHECKLIST

Inspector:
Date:
Time:
Weather: Rainfall over previous 2-3 days?
Reading from closest NOAA reporting station: _____"

Mark items in the table below using the following key:

- X Needs immediate attention
- Not applicable
- ✓ Okay
- ? Clarification required

Components:

Items Inspected	Checked		Maintenance Needed		Inspection Frequency
	Y	N	Y	N	
INFILTRATION BASIN					M,AMS
1. Signs of clogging (e.g. standing water)?					
2. Debris accumulation (sticks, trash)?					
3. Sediment accumulation?					
4. Standing water present?					
PRE-TREATMENT CELL					M,AMS
5. Erosion or exposed soils?					
6. Debris accumulation (sticks, trash)?					
7. Exposed soils?					
8. Invasive species or weeds?					
BASIN OUTLET					A,AMS
9. Trash/debris in manhole?					
11. Erosion at discharge point?					
CONTRIBUTING DRAINAGE AREA					A,AMS
10. Exposed soils?					
11. Trash/debris?					
12. Other:					

Inspection Frequency Key: A=Annual M=Monthly AMS=After Major Storm

Comments:
OVERALL CONDITION OF FACILITY:

In accordance with approved design plans? Y / N
Maintenance required as detailed above? Y / N
Compliance with other consent conditions? Y / N

Comments: _____

Dates by which maintenance must be completed: ____/____/____

Dates by which outstanding information as per consent conditlons is required by: ____/____/____

Inspector's signature: _____

Consent Holder/Engineer/Agent's signature: _____

Consent Holder/Engineer/Agent's name printed: _____



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Northrop Grumman IUP Extension
DATE: September 5, 2023
APPLICANT: Anthony DeMars
LOCATION: 5500 ft west of Variolite St NW and 1800 feet north of Hill and Dave Drive NW.
RICHARD D. SCHROEDER ADVANCED AMMUNITION SITE

OVERVIEW:

On September 6, 2022, the City Council approved an Interim Use Permit (IUP) with conditions to allow grading on the Richard D. Schroeder Advanced Ammunition Range. The deadline to record this permit with the Anoka County Recorder is September 6, 2023. The applicant has been working to fulfill all conditions of approval, including the completion of a Stormwater Maintenance Agreement between the applicant and the City. City Staff received final edits on the agreement from Northrop Grumman on August 17, 2023. The updated agreement has been placed on the Council consent agenda for September 5, 2023. Therefore, the IUP will not be recorded by the September 6, 2023 deadline.

The applicant is requesting an extension for recording the IUP to the end of the month. This will allow recording the IUP and agreement at the same time. The new deadline would be September 30, 2023. Staff supports the extension request.

ACTION TO BE CONSIDERED:

Staff recommends approval of the extension request and has prepared a draft extension resolution for the Council’s consideration.

Suggested Motions:

1. Move to adopt Resolution 2023-45 to extend the recording deadline for the grading IUP for the Richard D. Schroeder Advanced Ammunition Range to September 30, 2023.

ATTACHMENTS:

- Resolution 2023-45

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

RESOLUTION NO. 2023-45

A RESOLUTION EXTENDING THE INTERIM USE PERMIT APPROVAL FOR
SITE GRADING ON THE RICHARD D. SCHROEDER ADVANCED AMMUNITION
RANGE

WHEREAS, on September 6, 2022, the City of St. Francis passed Resolution No. 2022-41 approving an Interim Use Permit to allow site grading on the Richard D. Schroeder Advanced Ammunition Range; and

WHEREAS, City Code Section 10-31-04 requires that the all conditions of the IUP be fulfilled and it be recorded within one year of approval; and

WHEREAS, the stormwater maintenance agreement for the site which is required before the IUP can be recorded is scheduled for Council approval on September 5, 2023; and

WHEREAS, the applicant has not yet completed all conditions of approval;

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

1. The extension granted by this Resolution shall expire on September 30, 2023, unless the Interim Use Permit has been recorded. In the event that the Interim Use Permit has not been recorded by September 30, 2023, all approvals granted herein shall be voided and it will be necessary for the Developer to file a new application.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota this 5th day of September, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

This Instrument Drafted By:
HKGi
800 Washington Ave N, Suite 103
Minneapolis, MN 55401



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Rivers Edge 7th Addition Final Plat Submittal Extension
DATE: 08-30-2023 for 09-05-2023 meeting
APPLICANT: St. Francis Land Development, LLC (Dale Willenbring)
LOCATION: Outlot A, Rivers Edge 2nd and Outlot A, Rivers Edge 5th

OVERVIEW:

On October 3, 2022, the City Council approved the preliminary plat for the 7th Addition of the Rivers Edge development. The 7th Addition is planned for 29 residential lots located on 45 acres adjacent to the Rum River on the western side of the Rivers Edge development. The current deadline to submit a final plat and record all associated approvals is October 3, 2023.

On August 21, 2023, the applicant submitted a written request to extend the preliminary plat and all associated approvals for one additional year. The applicant provided a written explanation for the extension request (attached), which included current market conditions and overall market interest in lots that are 50- and 65-feet wide rather than larger lots that are 90-feet wide. The applicant intends to move forward with this development next year. Staff supports the extension request to establish the new deadline for final plat submittal as October 3, 2024.

ACTION TO BE CONSIDERED:

Staff recommends approval of the extension request and has prepared a draft extension resolution for the Council's consideration.

Suggested Motions:

1. Move to adopt Resolution 2023-46 to extend the final plat submittal deadline for the 7th Addition of Rivers Edge for one year to October 3, 2024.

ATTACHMENTS:

- Draft Resolution 2023-46
- Applicant request and explanation

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

RESOLUTION NO. 2023-46

**A RESOLUTION EXTENDING THE FINAL PLAT SUBMITTAL DEADLINE FOR
THE 7TH ADDITION OF THE RIVERS EDGE DEVELOPMENT**

WHEREAS, on October 3, 2022, the City of St. Francis passed Resolution No. 2022-48, approving the preliminary plat for the 7th Addition of the Rivers Edge PUD; and

WHEREAS, an associated Conditional Use Permit for the construction of public roads and a drainage and utility easement vacation within the Rivers Edge PUD were also approved by Resolutions 2022-49 and 2022-50, respectively, on October 3, 2022 in conjunction with the 7th Addition preliminary plat; and

WHEREAS, City Code Section 11-36-01 requires the submittal of a final plat no later than one year after the date of approval of the preliminary plat unless an extension is requested; and

WHEREAS, the developer made a written request for an extension of the final plat submittal deadline on August 21, 2023; and

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

1. The extension granted by this Resolution shall expire on October 3, 2024, unless the applicant submits a final plat within the deadline or submits another extension request in writing. In the event that a final plat has not been submitted by October 3, 2024 and no extension has been requested, all approvals granted herein shall be voided and it will be necessary for the Developer to file a new preliminary plat application.
2. Related approvals granted for the associated Conditional Use Permit for the construction of public roads and the drainage and utility easement vacation are also extended to coincide with the new deadline for final plat submittal.

PASSED AND ADOPTED by the City Council of the City of St. Francis, Minnesota this 5th day of September, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Snow and Ice Control Policy Update
DATE: September 5, 2023

OVERVIEW:

This is a housekeeping item. The Snow and Ice Control Policy was adopted in 2009 and it is in need of an update for 2023. The main changes were the removal of redundant language and clarification of resident responsibility.

ACTION TO BE CONSIDERED:

St. Francis City Council to review and approve Policy 3.01, St. Francis Snow and Ice Control Policy.

BUDGET IMPLICATION:

None

Attachments:

- Policy 3.01 Redline Copy

**ST. FRANCIS – POLICY 3.01
SNOW AND ICE CONTROL POLICY**
Adopted ~~September 5~~December 7, 2023~~09~~

1.00 INTRODUCTION

- 1.01 Purpose: The purpose of this Snow and Ice Control Policy is to establish and maintain uniform procedures concerning snow and ice removal operations for the City of St. Francis.
- 1.02 The City of St. Francis, Minnesota finds that it is in the best interest of the residents for the city to assume basic responsibility of snow and ice removal operations on public streets.
- 1.03 The City will provide such service in a cost-effective manner, keeping in mind safety, budget, personnel, and environmental concerns.
- 1.04 The City shall use its employees, equipment, and/or private contractors to provide this service.
- 1.05 The City will make every effort to have all of its snow removal equipment operational by November 1st.
- 1.06 It is in the City's best interest to have a snow and ice control policy, but because of variable weather conditions, the policy must remain flexible.
- 1.07 The City fully intends to meet the guidelines established in this policy; however, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, personnel availability, or weather and other emergencies may prevent the City from meeting the guidelines established herein.
- 1.08 The Director of Public Works or designee shall be responsible for enforcing and implementing this policy.
- 1.09 The Director of Public Works or designee may override provisions established within this policy.
- 1.10 The Director of Public Works or designee will be responsible for scheduling of personnel and equipment.

2.00 POLICY

- 2.01 Operations will continue until all City streets are passable. However, the City does not guarantee bare, dry pavement conditions after each snowfall or that streets will be totally free of ice and snow or driving hazards common to Minnesota winter weather.

3.00 PROCEDURES

- 3.01 The Public Works Director, or designee, will decide when to begin snow and ice control operations. Generally, snow removal operations will take place during the early morning hours when traffic is at a minimum. The criteria for that decision shall be based upon:
- a. Snow accumulation of two inches (2") or more.
 - b. Drifting of snow that impairs travel.
 - c. Icy conditions which seriously hinders travel.
 - d. Time of snowfall in relationship to heavy traffic use of streets.
 - e. ~~Time of snowfall in relationship to its melting off the streets.~~
- ~~3.02 Snow and ice control operations are expensive and involve the use of limited personnel and equipment. Consequently, snowplowing operations will not generally be conducted for snow accumulations of less than two inches (2").~~
- 3.03~~2~~ ~~Snow will be plowed in a manner so as to minimize any traffic obstructions.~~
Snow will be plowed so the discharge is directed onto the boulevard area of the street. In times of extreme snowfall, streets will not always be immediately and completely cleared of snow. This results in the need for additional passes to clear the snow the full width of the street the next day.
- 3.03~~4~~ Where space does not allow for snow to be piled in the boulevard, the City may remove the snow by truck from a given area. Such snow removal operations will not commence until other snow removal operations and City duties have been completed.
- 3.04~~5~~ ~~The City Council or their designee shall establish snowplowing routes as seen fit under certain conditions.~~ In times of extreme snowfall, high traffic volume streets which connect major sections of the City and provide access for emergency fire, police, and medical services, will be plowed first. Second priority streets are those streets providing access to schools, commercial businesses, and residential streets. Third priority streets are alleys, parking lots, and cul-de-sacs. Priority ranking may be interrupted in order to respond to emergency requests for assistance or at the direction of the Public Works Director or designee.
- 3.05~~6~~ Sand, salt, and other chemicals/materials may be used where hazardous icy or slippery conditions exist. Sand, salt, or other chemicals/materials may be placed at intersections, hills, crosswalks, curves, and required vehicle stop areas as necessary for driving safety. This provides for traction, but is not intended to provide bare pavement during winter driving conditions.

4.00 DAMAGE TO PROPERTY

- 4.01 ~~Snow and ice operations can cause property damage even under the best circumstances and care on the part of the operators.~~ The intent of the right-of-way is to provide room for snow storage, utilities, boulevard trees, sidewalks, and other City uses.
- 4.02 Mailboxes: It is the responsibility of the resident to maintain their mail box in a state of good repair, and of sufficient strength to withstand normal maintenance operations.
- a. If a mailbox that complies with the Minnesota Statutes Section 169.072, Minnesota Rules Chapter 8818, and United States Postal Service specifications is damaged as a result of **direct** contact by City snow removal equipment and the property owner promptly reports the damage to ~~the~~ Public Works ~~Director~~, the City will repair the mailbox within ~~48~~²⁴ hours of notification^[UU1].
 - b. If the mailbox cannot be repaired, a temporary mailbox will be put in its place. The following spring, the mailbox will be replaced with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4'x4', decay resistance wood support post, both installed by the City.
 - c. Alternatively, the City will reimburse the mailbox owner the actual cost of materials based on paid invoices, not to exceed \$75.00, if they prefer to make their own repairs or replacement.
 - d. The City will not repair or reimburse for damage to media or newspaper boxes.
 - e. Final cleaning adjacent to mailboxes is the responsibility of the owner.
- 4.03 Landscaping: Only those items which are installed properly and allowed by City Ordinance to be adjacent to boulevards and *damaged by actual contact* with City equipment will be considered for repair or replacement at City expense. Damage to trees, fences, shrubbery, sprinkler heads, and other landscaping in the City's right-of-way *will not* be considered for compensation. Lawns that are scraped or gouged by City snow and ice operations will be repaired by top dressing and seeding in the following spring if it is reported to the Public Works Department before May 1st.

5.00 RESIDENT RESPONSIBILITY

- 5.01 Under St Francis City Code Chapter 7, residents are responsible for removing snow and ice from public sidewalks abutting their property within 24 hours.
- 5.02 Residents are also responsible for clearing their driveway. The City will not remove snow from driveway entrances regardless of whether it has been cleared of snow before the City Vehicle arrives. The City does not plow private streets or accesses.

5.03 Placing snow from private property into the street or plowing across the street is **prohibited** by State Law and the St Francis City Code Chapter 7. Snow placed in the street or on sidewalks and trails compounds maintenance problems and creates hazards for others.

5.03 Trash and recycle containers: Trash and recycle containers awaiting pick up should be placed ~~inside~~ on driveway aprons or boulevard areas at least 2 feet behind curb line. Do not place containers in the street. The City of St Francis is not responsible for broken or tipped containers.

5.04 Fire hydrants: Fire hydrants need to be kept clear of snow for quick access in case of an emergency. ~~The Public Works Department will make every effort to keep hydrants clear. However, there may be times when this is not possible. Therefore,~~ City residents are asked to ~~help~~ keep the fire hydrants in their neighborhoods clear of snow. However, there may be times when this is not possible. The Public Works Department will make every effort to help residents keep hydrants clear.

6.00 PARKING REGULATIONS

6.01 In Chapter 7 of the St. Francis City Code, from November 1st to May 1st of the following year, it is unlawful for any person to park a vehicle on any street between the hours of 1 AM and 11 AM. ~~Vehicles shall be removed from any street when the snow depth exceeds two (2) inches.~~

7.00 WEATHER CONDITIONS

7.01 Snow and Ice control operations will be conducted when weather conditions permit and do not limit the ability to perform the work.

7.02 Factors that may delay snow and ice control operations include, but are not limited to, severe cold temperature, significant wind speed, limited visibility, and rapid accumulation of snow and/or ice.

8.00 SAFETY

8.01 Snow and ice control operations will be conducted when such work would not endanger the safety of city employees and equipment.

8.02 Employees will follow all work rules, OSHA regulations, and Federal and State laws to ensure a safe snow and ice control operation.

9.00 TRAINING AND EDUCATION

9.01 The City will provide training to employees responsible for snow and ice control and emergency response to issues with snow and ice control.

- 9.02 Training of employees will include education necessary to earn and maintain appropriate operator certifications (if applicable).
- 9.03 Training will also address standard operating procedures, proper use of equipment, emergency response, and other topics required by state and federal regulatory agencies.
- 9.04 It is expected that City employees, in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy.

~~9.05 It is expected that in emergency situations, City employees will be required to exercise their discretion and weigh political, social, and economic considerations, including, but not limited to, public and employee safety, the potential for damage to private property and the City street system, and environmental concerns.~~

10.00 DOCUMENTATION; REVIEW AND MODIFICATION OF POLICY

- 10.01 The Director of Public Works or designee will document snow and ice control activities, any emergency responses, and keep on file all citizen comments and complaints regarding this policy and/or snow and ice control in general.

~~10.02 The City Council shall review this policy periodically, including the documented control/removal activities, any emergency responses, and citizen comments and complaints. It shall also review any factors/circumstances affecting this policy or its implementation and determine goals for the future.~~

- 10.023 The City Council may modify or clarify this policy at any time.

~~10.04 Where the City Council has delegated responsibility or authority to any city employee or official for development or implementation of any portion of this policy, that employee or official shall have full authority to modify that portion of the policy at any time.~~



CITY COUNCIL
 AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Rental License Approvals
DATE: September 5, 2023

OVERVIEW:

The City created rental codes in 2014 to work with property owners on registration and expectations. In 2019, codes were updated to address a number of issues that Community Development and the Police Department faced when working with rental properties.

As part of the update, Code was changed to create a process in which Council approves, suspends or revokes Rental Licenses.

As rental property applications are received, inspections are conducted on select properties. Once the required inspection is complete, they are presented to Council for approval.

The attached property units with addresses ending in the odd numbers have been inspected and are ready for Council approval. The properties to being considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

ACTION TO BE CONSIDERED:

Approval of Rental Licenses for properties:

RENTAL ADDRESS	OWNER/MANAGEMENT AGENT
3527 237 th Ave NW	NYANKURA, CAREN
23041 BUTTERFIELD DR. NW	ST. FRANCIS PROPERTIES LLC
23345 IVYWOOD ST NW	DAYSTAR MANAGEMENT GROUP
4131 232 ND AVE NW	DAYSTAR MANAGEMENT GROUP
3831 232 ND AVE NW	EAST CENTRAL PROPERTIES
23545 HEATHER ST NW	HAZZARD, NICOLE & FRITZ
2823 236 th CT NW	BURDICK, KATHY



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
Natalie Santillo, Accounting Tech/Deputy Clerk
SUBJECT: Payment of Claims
DATE: September 5, 2023

OVERVIEW:
Attached are the bills received since the last council meeting. Total checks to be written are \$95,436.70 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:
Debt service payments –N/A
Direct Transfers from Previous Month-N/A
Credit Card Payment- N/A
Manual Checks-\$126,526.00

ACTION TO BE CONSIDERED:
Approved under consent agenda to allow the 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:
- 09-05-2023 Packet List-\$95,436.70
 - 09-05-2023 Manual Checks-\$126,526.00

CITY OF ST FRANCIS

*Claim Register©

AP 09-05-2023

August 2023

Claim Type

Claim#	19529	ANOKA COUNTY TREASURY DEPT			
Cash Payment	E 101-42110-321	Telephone	BROADBAND		\$37.51
	Invoice B230817P				
Cash Payment	E 101-42210-321	Telephone	BROADBAND		\$37.51
	Invoice B230817P				
Cash Payment	E 101-43100-321	Telephone	BROADBAND		\$37.51
	Invoice B230817P				
Cash Payment	E 101-45200-321	Telephone	BROADBAND		\$37.51
	Invoice B230817P				
Cash Payment	E 601-49440-321	Telephone	BROADBAND		\$37.51
	Invoice B230817P				
Cash Payment	E 602-49490-321	Telephone	BROADBAND		\$37.45
	Invoice B230817P				
Transaction Date	8/24/2023	CASH	10100	Total	\$225.00

Claim Type

Claim#	19553	BELLBOY CORPORATION			
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$13.50
	Invoice 0200558300				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$2.82
	Invoice 0107257800				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$598.04
	Invoice 0200558300				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$56.75
	Invoice 0107257800				
Transaction Date	8/29/2023	CASH	10100	Total	\$671.11

Claim Type

Claim#	19552	BERNICK COMPANIES, THE			
Cash Payment	E 609-49751-252	Beer	BEER		-\$6.90
	Invoice 10119323				
Cash Payment	E 609-49751-252	Beer	BEER		\$734.25
	Invoice 10119322				
Cash Payment	E 609-49751-255	N/A Products	NON-ALCOHOLIC PRODUCTS		\$28.70
	Invoice 10119322				
Transaction Date	8/29/2023	CASH	10100	Total	\$756.05

Claim Type

Claim#	19528	BOGO PEST CONTROL			
Cash Payment	E 101-41940-401	Buildings Maintenance	COMMERCIAL PROTECTION PLAN		\$112.52
	Invoice 42172				
Cash Payment	E 101-42110-401	Buildings Maintenance	COMMERCIAL PROTECTION PLAN		\$112.52
	Invoice 42172				
Cash Payment	E 101-42210-401	Buildings Maintenance	COMMERCIAL PROTECTION PLAN		\$112.52
	Invoice 42172				
Cash Payment	E 101-45200-401	Buildings Maintenance	COMMERCIAL PROTECTION PLAN		\$112.52
	Invoice 42172				
Cash Payment	E 602-49490-401	Buildings Maintenance	COMMERCIAL PROTECTION PLAN		\$112.52
	Invoice 42172				
Cash Payment	E 609-49750-401	Buildings Maintenance	COMMERCIAL PROTECTION PLAN		\$112.40
	Invoice 42172				
Transaction Date	8/24/2023	CASH	10100	Total	\$675.00

CITY OF ST FRANCIS

08/30/23 8:11 AM

Agenda Item # 4H.

Page 2

*Claim Register©

AP 09-05-2023

August 2023

Claim Type

Claim#	19550	BREAKTHRU BEVERAGE				
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$69.96
Invoice	111817081					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$2,960.94
Invoice	111817081					
Cash Payment	E 609-49751-253	Wine	WINE			\$943.00
Invoice	111817081					
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$3,973.90

Claim Type

Claim#	19567	CAPITOL BEVERAGE SALES, L.P				
Cash Payment	E 609-49751-252	Beer	BEER			\$667.50
Invoice	2876956					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$416.00
Invoice	2876956					
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$1,083.50

Claim Type

Claim#	19527	CENTURY COLLEGE				
Cash Payment	E 101-42210-208	Training	FIREFIGHTER COURSE - C. YOUNG			\$2,045.00
Invoice	1175704					
Transaction Date	8/24/2023	Due 8/24/2023	CASH	10100	Total	\$2,045.00

Claim Type

Claim#	19565	CRYSTAL SPRINGS ICE				
Cash Payment	E 609-49751-206	Freight	FUEL			\$4.00
Invoice	1004719					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$4.00
Invoice	1004680					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$144.10
Invoice	1004680					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$75.40
Invoice	1004719					
Transaction Date	8/29/2023		CASH	10100	Total	\$227.50

Claim Type

Claim#	19564	DAHLHEIMER DIST. CO. INC.				
Cash Payment	E 609-49751-252	Beer	BEER			\$20,886.81
Invoice	1987340					
Cash Payment	E 609-49751-255	N/A Products	NON-ALCOHOLIC PRODUCTS			\$283.10
Invoice	1987340					
Transaction Date	8/29/2023		CASH	10100	Total	\$21,169.91

Claim Type

Claim#	19526	DUSTY S DRAIN CLEANING				
Cash Payment	E 101-45200-401	Buildings Maintenance	SF PARK DRINKING FOUNTAIN			\$322.00
Invoice	N23-409					
Transaction Date	8/24/2023		CASH	10100	Total	\$322.00

Claim Type

Claim#	19525	EAGLE GARAGE DOOR CO.				
Cash Payment	E 101-42210-401	Buildings Maintenance	SWAP OPENERS TO TEMP BUILDING			\$450.00
Invoice	9068					
Transaction Date	8/24/2023		CASH	10100	Total	\$450.00

CITY OF ST FRANCIS

08/30/23 8:11 AM

Agenda Item # 4H.

Page 3

*Claim Register©

AP 09-05-2023

August 2023

Claim TypeClaim# 19524 *ELECTRO WATCHMAN, INC.*

Cash Payment	E 601-49440-401	Buildings Maintenance	ACCESS FOBS	\$122.24
	Invoice 409204			

Cash Payment	E 602-49490-401	Buildings Maintenance	ACCESS FOBS	\$122.24
	Invoice 409204			

Cash Payment	E 101-45200-401	Buildings Maintenance	ACCESS FOBS	\$122.24
	Invoice 409204			

Cash Payment	E 101-43100-401	Buildings Maintenance	ACCESS FOBS	\$122.24
	Invoice 409204			

Cash Payment	E 101-42110-401	Buildings Maintenance	ACCESS FOBS	\$122.24
	Invoice 409204			

Transaction Date	8/24/2023	Due 8/24/2023	CASH	10100	Total	\$611.20
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Claim TypeClaim# 19517 *HAKANSON ANDERSON ASSOC., I*

Cash Payment	G 803-22004	Serenity at Seelye Brook	SERENITY AT SEELYE BROOK	\$514.72
	Invoice 51185			

Cash Payment	E 603-49490-303	Engineering Fees	GENERAL ENGINEERING 2023	\$531.00
	Invoice 51188			

Cash Payment	E 603-49490-303	Engineering Fees	ROUTINE RETAINER SERVICES	\$800.00
	Invoice 51189			

Cash Payment	G 803-22043	Esc-Laketown (Rivers Edge)	RIVERS EDGE 6TH ADDITION	\$8,303.79
	Invoice 51182			

Cash Payment	G 803-22192	Dollar General-Hwy 47	DOLLAR GENERAL HWY 47	\$295.00
	Invoice 51181			

Cash Payment	E 405-43100-811	2023 Street Improvments	2023 STREET REHAB PROJECT	\$5,716.97
	Invoice 51187			

Cash Payment	E 405-43100-806	2021 Street Improvements	POPPY ST & 229TH LANE RECON	\$1,094.79
	Invoice 51186			

Cash Payment	E 602-49490-303	Engineering Fees	2023 COMP SEWER AND WATER PLAN	\$735.00
	Invoice 51191			

Cash Payment	G 803-22001	Turtle Ponds 6th-2022	TURLTE PONDS 6TH ADDITION	\$708.00
	Invoice 51184			

Cash Payment	E 101-42400-303	Engineering Fees	BUILDING PERMIT REVIEWS	\$245.00
	Invoice 51190			

Cash Payment	E 404-41400-589	City Hall/Fire Station	UPDATE SURVEY - NEW CITY HALL SITE	\$3,488.00
	Invoice 51179			

Cash Payment	E 101-43100-303	Engineering Fees	MISC SITE PLAN REVIEWS	\$511.96
	Invoice 51180			

Cash Payment	G 803-22043	Esc-Laketown (Rivers Edge)	RIVERS EDGE 7TH ADDITION	\$59.00
	Invoice 51183			

Transaction Date	8/24/2023	Due 8/24/2023	CASH	10100	Total	\$23,003.23
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Claim TypeClaim# 19538 *HARRIS, INC*

Cash Payment	E 602-49490-401	Buildings Maintenance	REMOVE WATER FIRE UNIT	\$751.00
	Invoice SR000036857			

Cash Payment	E 609-49750-401	Buildings Maintenance	BOTTLE SHOP A/C REPAIRS	\$1,015.25
	Invoice SR000037154			

Transaction Date	8/29/2023		CASH	10100	Total	\$1,766.25
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Claim TypeClaim# 19536 *HOM, SANDRA*

CITY OF ST FRANCIS

*Claim Register©

AP 09-05-2023

August 2023

Cash Payment	E 101-42110-308	Community Education	EMPLOYEE REIMBURSEMENT			\$9.61
Invoice .08292023						
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$9.61
Claim Type						
Claim#	19549	IUOE LOCAL #49				
Cash Payment	G 101-21707	Union Dues	PUBLIC WORKS DUES - SEPTEMBER 2023			\$306.00
Invoice .09012023						
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$306.00
Claim Type						
Claim#	19563	JOHNSON BROS WHLSE LIQUOR				
Cash Payment	E 609-49751-206	Freight	FUEL			\$12.74
Invoice 2368808						
Cash Payment	E 609-49751-253	Wine	WINE			\$436.00
Invoice 2368808						
Transaction Date	8/29/2023		CASH	10100	Total	\$448.74
Claim Type						
Claim#	19534	KIMS KLEANING				
Cash Payment	E 101-45000-402	Janitorial Service	COMMUNITY CENTER CLEANING			\$94.40
Invoice 9733						
Cash Payment	E 101-42110-402	Janitorial Service	POLICE DEPT CLEANING			\$1,062.00
Invoice 9736						
Cash Payment	E 101-41940-402	Janitorial Service	CITY HALL CLEANING			\$283.20
Invoice 9732						
Cash Payment	E 601-49440-402	Janitorial Service	WASTE WATER PLANT			\$259.60
Invoice 9737						
Cash Payment	E 601-49440-402	Janitorial Service	WATER TREATMENT PLANT			\$188.80
Invoice 9735						
Cash Payment	E 101-43100-402	Janitorial Service	PUBLIC WORKS CLEANING			\$265.50
Invoice 9734						
Cash Payment	E 101-45200-402	Janitorial Service	PUBLIC WORKS CLEANING			\$265.50
Invoice 9734						
Cash Payment	E 601-49440-402	Janitorial Service	PUBLIC WORKS CLEANING			\$265.50
Invoice 9734						
Cash Payment	E 602-49490-402	Janitorial Service	PUBLIC WORKS CLEANING			\$265.50
Invoice 9734						
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$2,950.00
Claim Type						
Claim#	19547	LAW ENFORCEMENT LABOR SVC				
Cash Payment	G 101-21707	Union Dues	SGT DUES - SEPTEMBER 2023			\$67.50
Invoice .09012023						
Cash Payment	G 101-21707	Union Dues	OFFICER DUES - SEPTEMBER 2023			\$540.00
Invoice .09012023-1						
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$607.50
Claim Type						
Claim#	19562	MCDONALD DIST CO.				
Cash Payment	E 609-49751-252	Beer	BEER			\$21,519.90
Invoice 705356						
Cash Payment	E 609-49751-252	Beer	BEER			-\$525.62
Invoice 705378						

CITY OF ST FRANCIS

08/30/23 8:11 AM

Agenda Item # 4H.

Page 5

*Claim Register©

AP 09-05-2023

August 2023

Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$192.60
	Invoice 705355				
Cash Payment	E 609-49751-255	N/A Products	NON-ALCOHOLIC PRODUCTS		\$61.95
	Invoice 705356				
Transaction Date	8/29/2023	CASH	10100	Total	\$21,248.83

Claim Type

Claim#	19510	MN FIRE SERVICE CERTIFICATION			
Cash Payment	E 101-42210-208	Training	TRAINING-J. MARSHALL		\$152.25
	Invoice 11734				
Transaction Date	8/24/2023	Due 8/24/2023	CASH	10100	Total \$152.25

Claim Type

Claim#	19509	MN NCPERS LIFE INSURANCE			
Cash Payment	G 101-21713	MN Life	INSURANCE PREMIUM		\$128.00
	Invoice 733400092023				
Transaction Date	8/24/2023	CASH	10100	Total	\$128.00

Claim Type

Claim#	19508	NORTHLAND OCCUPATIONAL HEA			
Cash Payment	E 101-43100-441	Miscellaneous	TESTING		\$37.50
	Invoice 19402				
Cash Payment	E 101-45200-441	Miscellaneous	TESTING		\$37.50
	Invoice 19402				
Cash Payment	E 601-49440-441	Miscellaneous	TESTING		\$37.50
	Invoice 19402				
Cash Payment	E 602-49490-441	Miscellaneous	TESTING		\$37.50
	Invoice 19402				
Transaction Date	8/24/2023	Due 8/24/2023	CASH	10100	Total \$150.00

Claim Type

Claim#	19507	OBERG, JERALD & JANINE			
Cash Payment	R 225-34730	Park Rental	COMMUNITY PARK REFUND		\$110.00
	Invoice .08242023				
Transaction Date	8/24/2023	CASH	10100	Total	\$110.00

Claim Type

Claim#	19557	PHILLIPS WINE & SPIRITS CO.			
Cash Payment	E 609-49751-206	Freight	FUEL		\$3.64
	Invoice 6647134				
Cash Payment	E 609-49751-206	Freight	FUEL		\$10.92
	Invoice 6647132				
Cash Payment	E 609-49751-206	Freight	FUEL		\$7.28
	Invoice 6647133				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$108.50
	Invoice 6647134				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$1,494.50
	Invoice 6647132				
Cash Payment	E 609-49751-251	Liquor	LIQUOR		\$153.60
	Invoice 6647133				
Transaction Date	8/29/2023	CASH	10100	Total	\$1,778.44

Claim Type

Claim#	19556	RED BULL DISTRIBUTION CO INC.			
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$72.88
	Invoice 2011047407				

CITY OF ST FRANCIS

*Claim Register©

AP 09-05-2023

August 2023

Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$72.88
Claim Type						
Claim#	19505 <i>RMB ENVIRONMENTAL LAB</i>					
Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1			\$247.20
	Invoice B010207					
Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$194.93
	Invoice B010262					
Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1			\$239.58
	Invoice B010336					
Transaction Date	8/24/2023		CASH	10100	Total	\$681.71
Claim Type						
Claim#	19544 <i>ROYAL SUPPLY</i>					
Cash Payment	E 101-41940-210	Operating Supplies	OPERATING SUPPLIES			\$28.40
	Invoice 5273					
Cash Payment	E 101-42110-217	Other Operating Supplies	OPERATING SUPPLIES			\$14.20
	Invoice 5273					
Cash Payment	E 101-43100-217	Other Operating Supplies	OPERATING SUPPLIES			\$7.10
	Invoice 5273					
Cash Payment	E 101-45200-217	Other Operating Supplies	OPERATING SUPPLIES			\$7.10
	Invoice 5273					
Cash Payment	E 601-49440-217	Other Operating Supplies	OPERATING SUPPLIES			\$7.10
	Invoice 5273					
Cash Payment	E 602-49490-217	Other Operating Supplies	OPERATING SUPPLIES			\$7.10
	Invoice 5273					
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$71.00
Claim Type						
Claim#	19543 <i>SKOGQUIST, ERIK</i>					
Cash Payment	E 101-41550-311	Contract	QUARTER 3 ASSESSING 2023			\$4,333.76
	Invoice .08012023					
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$4,333.76
Claim Type						
Claim#	19555 <i>SOUTHERN GLAZERS OF MN</i>					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$2.56
	Invoice 2382861					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$552.60
	Invoice 2382861					
Transaction Date	8/29/2023		CASH	10100	Total	\$555.16
Claim Type						
Claim#	19542 <i>SPOT ON</i>					
Cash Payment	E 101-42110-200	Office Supplies	SFPD OFFICE SUPPLIES			\$84.43
	Invoice 2023119					
Transaction Date	8/29/2023		CASH	10100	Total	\$84.43
Claim Type						
Claim#	19541 <i>STREICHER S</i>					
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS			\$359.98
	Invoice 1650129					
Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$359.98
Claim Type						
Claim#	19540 <i>TJ ASSOCIATES</i>					

CITY OF ST FRANCIS

08/30/23 8:11 AM

Agenda Item # 4H.

Page 7

*Claim Register©

AP 09-05-2023

August 2023

Cash Payment	E 101-42110-437	Uniforms	RESERVE OFFICERS- SHIRTS	\$75.00
Invoice 241076				

Transaction Date	8/29/2023	Due 8/29/2023	CASH	10100	Total	\$75.00
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Claim Type

Claim# 19539 *WELLS, MARY*

Cash Payment	E 101-41550-311	Contract	QUARTER 3 ASSESSING 2023	\$4,333.76
Invoice 09012023				

Transaction Date	8/29/2023	CASH	10100	Total	\$4,333.76
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Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$95,436.70
Total	\$95,436.70

CITY OF ST FRANCIS

08/30/23 8:12 AM

Agenda Item # 4H.

Page 1

*Claim Register©

MANUAL AUG 2023

August 2023

Claim Type

Claim# 19504 BRUNTON ARCHITECTS & ENGINE Ck# 082290 8/22/2023

Cash Payment E 404-41400-589 City Hall/Fire Station PROGRESS BILLING - FINAL BIDDING \$126,526.00
Invoice 22347

Transaction Date	8/22/2023	CASH	10100	Total	\$126,526.00
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Pre-Written Checks	\$126,526.00
Checks to be Generated by the Computer	\$0.00
Total	\$126,526.00



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: St. Francis Area Schools Referendum Election
DATE: September 5, 2023

OVERVIEW:

Karsten Anderson, the Superintendent of St. Francis Area Schools, will present information about the upcoming 2-question referendum election to be held on November 7th. An information sheet describing the plan, ballot questions, tax impact, other financial considerations, and voting information is attached. More information is available at sfstrongfuture.org.

Attachments:

- Information Sheet

ST. FRANCIS AREA SCHOOLS

Agenda Item # 9A.

NOVEMBER 2023 REFERENDUM OPERATING LEVY AND CAPITAL PROJECTS LEVY

STRONG FUTURE

St. Francis Area Schools is committed to providing quality education that equips each student with the knowledge and skills they need to reach their full potential. Our district faces significant challenges in meeting this goal, as funding for education has not kept pace with the educational needs of our students.

OUR GOALS FOR A STRONG FUTURE

Provide the education that our students deserve and our families and communities expect by:

- Growing our vocational education program focused on high-demand skilled trades.
- Expanding our science, technology, engineering, arts and math programs.
- Enhancing courses to help students earn industry certifications and college credits.
- Providing classroom supplies and materials.
- Attracting and retaining quality staff.
- Investing in technology to enhance teaching and learning, acquire and maintain equipment and software, invest in technology-related personnel and training, and improve systems related to security and operations.



OUR PLAN FOR A STRONG FUTURE

As part of the special election on November 7, St. Francis Area School District voters will consider two ballot questions:

1. a **10-year, \$325 per pupil operating levy** that would provide the district with an additional \$1.5 million each year.
2. a **10-year, \$880,000 annual capital projects levy**. *Question Two cannot pass unless Question One passes.*

THE TAX IMPACT

If voters approve the levies, a home valued at \$375,000 would see an estimated monthly property tax increase of \$9 for Question One and \$5 for Question Two, for a total **property tax increase of \$14 per month starting in 2024.**

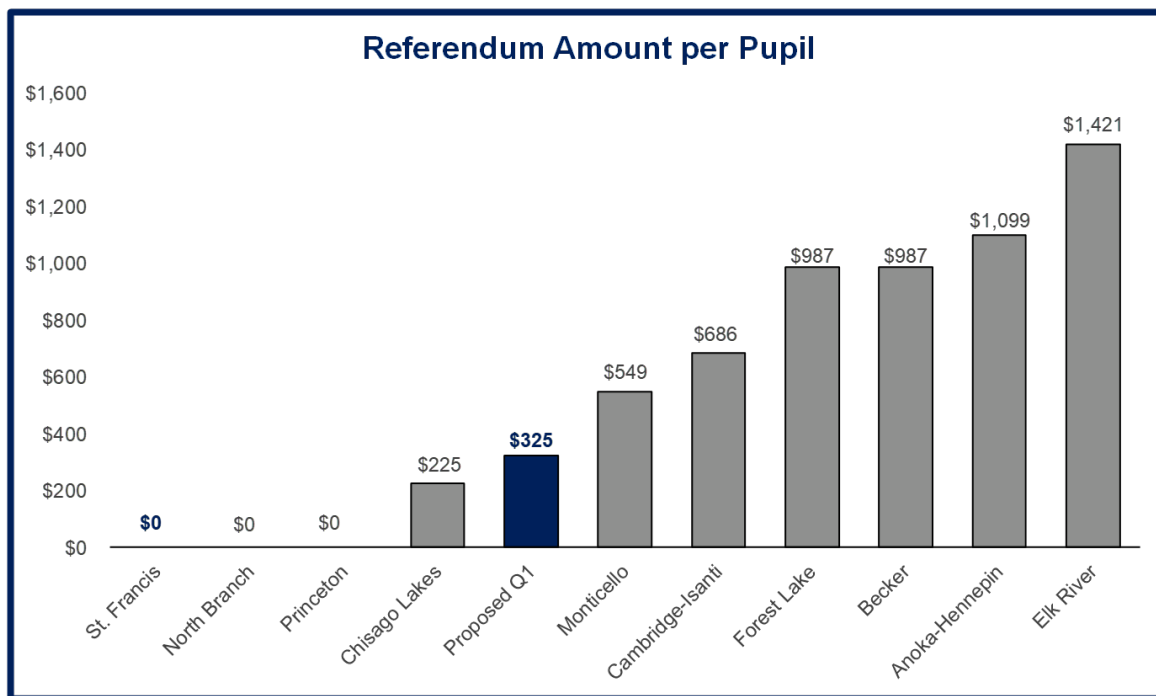
St. Francis Area Schools will still rank among the lowest school districts in the region for total school taxes paid by district taxpayers if voters approve the levies. To learn more, visit the cost page on www.sfStrongFuture.org

OUR FINANCIAL CHALLENGES

The State of Minnesota provides 75% of the funding for local schools. However, for over 15 years, funding has not kept up with inflation or the increasing costs of education. The district has **reduced its budget by \$11 million** to address this budget shortfall, taking steps to protect funding for the classroom and use taxpayer dollars as efficiently and effectively as possible. As expectations for our schools increase, the district has reached a point where additional funding is needed for classroom education, programming and services.

HOW AREA SCHOOLS ARE FUNDED

Over 70% of school districts in Minnesota rely on voter-approved operating levies to provide additional funding that supports the day-to-day operations of schools, including curriculum and programs, classroom supplies and materials, and staff compensation. **St. Francis Area Schools does not have a voter-approved operating levy.** In addition, **St. Francis receives \$1,347 less funding per student than the state average.** This means St. Francis Area Schools **ranks among the lowest in spending per pupil compared to other school districts in our region.**



Data sourced from Minnesota Department of Education

HOW TO VOTE

This is an important community decision, and your vote matters. Make your voice heard!

- **Vote early from Friday, September 22 to Monday, November 6.** Request an absentee ballot online and mail it in or vote early at the Anoka County Elections Office.
- **Vote in person on Election Day on Tuesday, November 7.** For more information on polling locations, visit the vote page on www.sfStrongFuture.org.

LEARN MORE

Scan this QR code for more information about the proposed plan, cost and tax impact.



www.sfStrongFuture.org

Prepared and paid for by St. Francis Area Schools, 4115 Ambassador Blvd NW, St. Francis, MN 55070. This publication is not circulated on behalf of any candidate or ballot questions.

STRONG  FUTURE



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Serenity at Seelye Brook Preliminary Plat & Lot Width Variance
DATE: September 5, 2023
APPLICANT: C&E Ventures, LLC (Eric Vickaryous)
LOCATION: North of Bridgestone Rd NW and south of Seelye Brook
 (PINs 36-34-25-22-0006 and 36-34-25-23-0004)
COMP PLAN: Rural Residential
ZONING: RR Rural Residential

OVERVIEW:

Eric Vickaryous of C&E Ventures LLC has submitted applications for a variance and preliminary plat for the roughly 22.5 acres of vacant land located outside of the City's Urban Service Area between Ambassador Blvd NW and Bridgestone Rd NW. This site is made up of two parcels and abuts Seelye Brook. Roughly one third of the site consists of wetland.

The development of this site into large lot residential was reviewed as a concept in February 2023. In May 2023, the City approved the applicant's request to reguide the property from Agriculture to Rural Residential and to rezone the property from A-2 Rural Estate Agriculture to RR Rural Residential.

The applicant is now requesting approval of a preliminary plat and a variance. The preliminary plat would create 4 residential lots on the site ranging from 4.2 to 7.4 acres in size. The proposed lots meet City Code requirements for the RR zoning district with the exception of minimum lot width for Lots 2 and 3. A variance is requested to allow Lots 2 and 3 to be created with a lot width of 275 feet, rather than the minimum RR requirement of 300 feet. The spacing of the proposed lots allows for easier maintenance of the upland on both sides of the wetland area.

PLANNING COMMISSION REVIEW

The Planning Commission reviewed these requests and held a public hearing at the August 16, 2023 Planning Commission meeting. Members of the public did not provide any comment on the proposed plans. After discussion, the Planning Commission unanimously recommended approval of the variance and preliminary plat requests.

ACTION TO BE CONSIDERED:

Given Planning Commission and Staff recommendation of approval for the land use and subdivision requests related to the Serenity at Seelye Brook development, draft approval

documents have been prepared and are attached for your consideration. Council action is requested on these applications.

Suggested Motions

1. Move to approve Resolution 2023-47 approving a variance to allow reduced lot widths for lots 2 and 3 of the Serenity at Seelye Brook development with conditions and findings as presented by Staff.
2. Move to approve Resolution 2023-48 approving the preliminary plat for the Serenity at Seelye Brook development with conditions and findings as presented by Staff.

ATTACHMENTS:

- Draft Approval Documents
 - Resolution 2023-47 – Lot width variance
 - Resolution 2023-48 – Preliminary plat
- Applicant Submittals
- City Engineering Memo dated August 8, 2023
- Anoka County comments dated August 2, 2023
- August 16, 2023 Planning Commission Memo

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

RESOLUTION 2023-47

**A RESOLUTION APPROVING A LOT WIDTH VARIANCE FOR THE SERENITY AT
SEELYE BROOK DEVELOPMENT**

WHEREAS, the applicant, Eric Vickaryous of C&E Ventures, LLC, requested a lot width variance from Section 10-43-03 of the City Code to allow Lots 2 and 3 to be narrower than 300 feet; and

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

WHEREAS, Section 10-43-03 of the City Code requires all lots abutting County highways in the Rural Residential zoning district to be at least 300 feet wide; and

WHEREAS, Lots 2 and 3 of the Serenity at Seelye Brook are each proposed to be 275 feet in width; and

WHEREAS, an existing wetland runs from Bridgestone Rd NW to Seelye Brook between the proposed Lots 3 and 4, splitting the site roughly in two; and

WHEREAS, on August 16, 2023, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on August 16, 2023, the Planning Commission unanimously recommended approval of the requested variance subject to conditions; and

WHEREAS, the City Council of the City of St. Francis, on September 5, 2023, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested lot width variance for Lots 2 and 3 of the Serenity at Seelye Brook development based on the following findings of fact:

1. The proposed lot width variance is consistent with the general purposes and intent of the Zoning Ordinance.
2. The proposed use of the site for large lot residential at a density of less than 1 unit per 5 acres is consistent with the Comprehensive Plan's Rural Residential land use guidance for the site.

3. The wetland on the site which separates the upland area into two halves is located in an area which does not allow for 3 lots meeting the minimum 300' lot width to be created west of the wetland.
4. The residential use of this land would not alter the essential character of the neighborhood. Large residential lots are located to the east, west, and north of this site.

BE IT FURTHER RESOLVED that approval of the lot width variance for Lots 2 and 3 of the Serenity at Seelye Brook development shall be subject to the following condition:

1. Approval is subject to the concurrent approval of the Serenity at Seelye Brook preliminary plat.

Approved and adopted by the City Council of the City of St. Francis on the 5th day of September, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

This Instrument Drafted By:
HKGi
800 Washington Ave, Suite 103
Minneapolis, MN 55401

EXHIBIT A

Legal Description:

PARCEL "A"

All that part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying South of the center line of Seelye Brook, so-called, as the same traverses said land and lying North of the centerline of County Road No. 71, as now laid and traveled.

*Above legal description has been revised for clarity.

P.I.D.#36-34-25-22-0006

PARCEL "B"

All that part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying North of the centerline of County Road No. 71, as now laid and traveled.

P.I.D.#36-34-25-23-0004

Legal description per legal description on title commitment by Registered Abstractors dated 01/19/2023.

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

RESOLUTION 2023-48

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE SERENITY AT
SEELYE BROOK DEVELOPMENT

WHEREAS, the applicant, Eric Vickaryous of C&E Ventures, LLC, submitted a complete application for preliminary plat approval on June 27, 2023 for the property legally described in Exhibit A; and

WHEREAS, the site was guided for Rural Residential use in the Comprehensive Plan by Resolution 2023-15; and

WHEREAS, the Planning Commission on August 16, 2023, opened and closed a duly noticed public hearing and considered the applicant’s submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

WHEREAS, on August 16, 2023, the Planning Commission recommended approval of the requested preliminary plat; and

WHEREAS, the City Council on September 5, 2023, has considered the recommendations of Staff and the Planning Commission, the Applicant’s submissions, the contents of the associated staff reports, public testimony, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the preliminary plat for the Serenity at Seelye Brook development based on the following findings of fact:

- 1. The proposed preliminary plat is consistent with the City’s 2040 Comprehensive Plan and is compatible with present and future land uses of the area.
- 2. The development is consistent with the City’s Zoning and Subdivision Ordinances with the granting of the associated lot width variance (Resolution 2023-47).

BE IT FURTHER RESOLVED that approval of the preliminary plat for the Serenity at Seelye Brook development shall be subject to the following conditions:

- 1. The granting of this approval is conditioned upon the City Council’s approval of the 2nd reading of Ordinance 312, rezoning the site from A-2 to RR.
- 2. Applicant shall address all comments in the City Engineer’s memo dated August 8, 2023.

3. Applicant shall comply with all comments from Anoka County as stated in the memo dated August 2, 2023.
4. One deciduous tree shall be planted in the front yard of each lot at the time of building permit.
5. Approval is subject to the concurrent approval of the lot width variance for Lots 2 and 3 in the Serenity at Seelye Brook development.
6. Park dedication requirements shall be resolved at the time of final plat.
7. The applicant is responsible for all fees related to the review of this application.

Approved and adopted by the City Council of the City of St. Francis on the 5th day of September, 2023.

Joseph Muehlbauer, Mayor

Attest: Jennifer Wida, City Clerk

Dated

DRAFTED BY:

HKGi

800 Washington Ave N, Suite 103
Minneapolis, MN 55401

EXHIBIT A

Legal Descriptions

PARCEL "A"

All that part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying South of the center line of Seelye Brook, so-called, as the same traverses said land and lying North of the centerline of County Road No. 71, as now laid and traveled.

*Above legal description has been revised for clarity.

P.I.D.#36-34-25-22-0006

PARCEL "B"

All that part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying North of the centerline of County Road No. 71, as now laid and traveled.

P.I.D.#36-34-25-23-0004

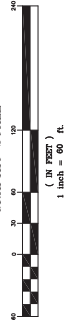
Legal description per legal description on title commitment by Registered Abstractors dated 01/19/2023.

PRELIMINARY PLAT -OF- **SERENITY AT SEEVE BROOK**

(SHEET 2 OF 2 SHEETS)

Property Address: #UNASSIGNED
 23XXX BRIDGESTONE ROAD N.W.

GRAPHIC SCALE



NORTH

DUE TO LARGE ADJACENT LOTS, THERE ARE MANY
 UNASSIGNED LOTS. IF HOME LOCATION IS CHANGED, A NEW
 BORING IS REQUIRED AT BACK OF HOUSE TO
 DETERMINE IF THERE IS AT LEAST 3 FEET ABOVE
 MOTTLLED SOIL.

PROPERTY DESCRIPTION

PARCEL "A"

All that part of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying South of the centerline of County Road No. 71, as now laid out and
 traversed.

*Above legal description has been revised for clarity.

P.L.D.#36-34-25-22-0006

PARCEL "B" of the Southwest Quarter of the Northwest Quarter of Section 36, Township 34, Range 25, Anoka County, Minnesota, lying North of the centerline of County Road No. 71, as now laid out and
 traversed.

P.L.D.#36-34-25-23-0004

*Legal description per legal description on title commitment by Registered
 Abstracts dated 01/19/2023.

NOTES

- 2. See other maps.
- 3. Contours are from Anoka County GIS Website. Spot checks of topography were made in field and contours adjusted accordingly to improve accuracy.
- 4. Wetland boundaries are shown in blue. Wetland boundaries were determined by a Wetland Delineation Report dated 01/19/2023.
- 5. Stay off wetlands with equipment. Place all fence down stream from any construction activity.

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

ERIC R. WICKART

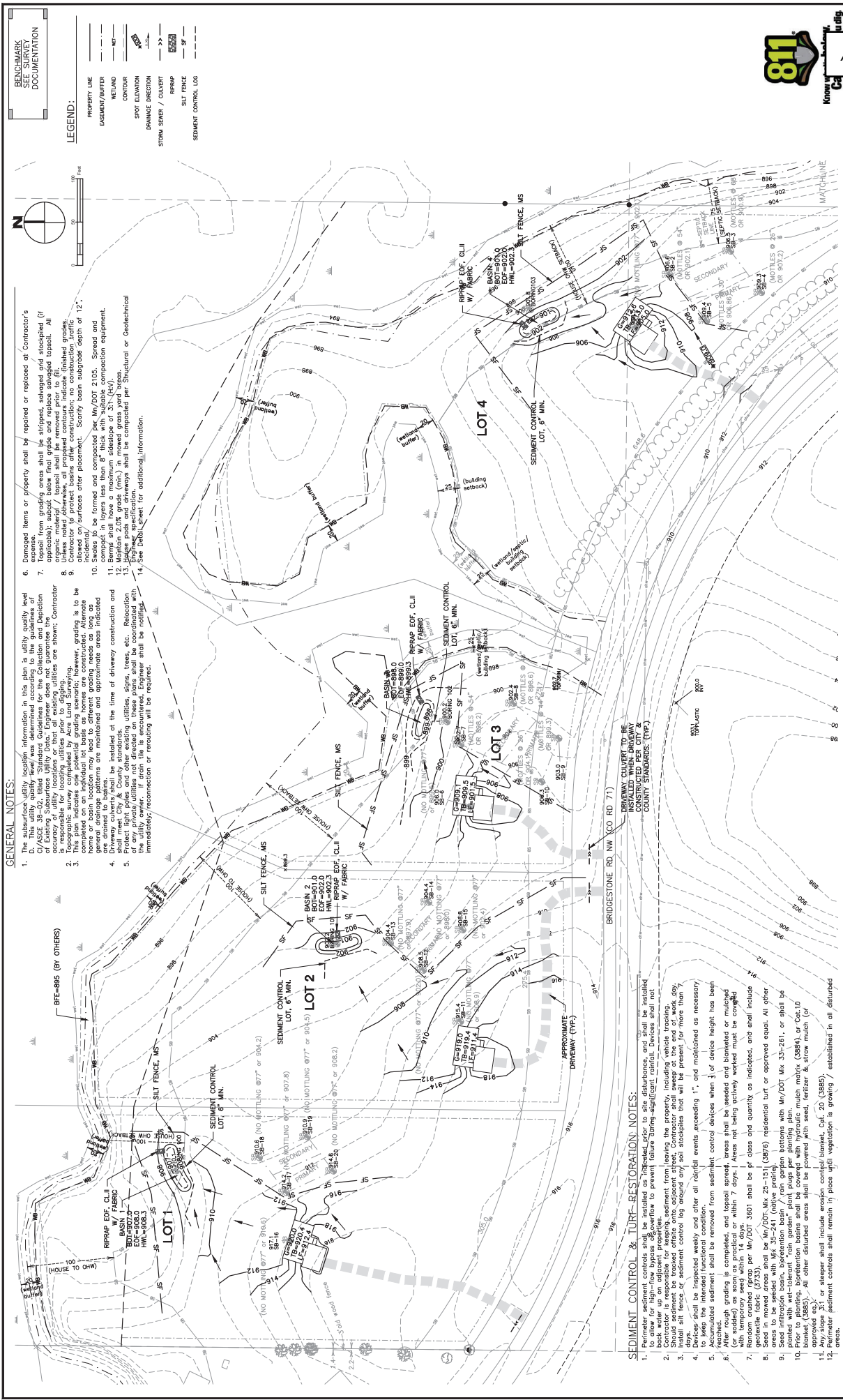
Date: June 27th,

44125




Agenda Item # 9B.

C:\Users\GRC\OneDrive\Personal\Survey\Seeve Brook\Map\Seeve Brook Preliminary Plat.dwg 6/27/2023 9:56:58 AM CDT



- GENERAL NOTES:**
- The subsurface utility location information in this plan is utility quality level 1. The subsurface utility location information in this plan is utility quality level 1. The subsurface utility location information in this plan is utility quality level 1.
 - Topographic survey completed by June Land Surveying, Inc. is responsible for locating utilities prior to digging.
 - Completed on an individual lot basis as homes are constructed. Alternate home or basin location may lead to different grading needs as long as the grading is consistent with the surrounding terrain.
 - Drainage basins shall be installed at the time of driveway construction and shall be installed at the time of driveway construction.
 - Protect light poles and other existing utilities, signs, trees, etc. Relocation of existing utilities shall be the responsibility of the contractor. Relocation of the utility owner. If from the site is encountered, Engineer shall be notified immediately/reconnection or reworking will be required.
 - Damaged items or property shall be repaired or replaced at Contractor's expense.
 - Topsoil from grading areas shall be stripped, salvaged and stockpiled (if applicable); subsoil below final grade and replace salvaged topsoil. All organic material shall be removed prior to final grading.
 - Contractor is to protect basins after construction; no construction traffic allowed on surfaces after placement. Scarify basin subgrade depth of 12".
 - Soils to be formed and compacted per Mn/DOT 2105. Spread and compact in layers less than 8" thick with suitable compaction equipment.
 - Grading shall be maintained and appropriate areas indicated.
 - Drainage basins shall be installed at the time of driveway construction and shall be installed at the time of driveway construction.
 - Protect light poles and other existing utilities, signs, trees, etc. Relocation of existing utilities shall be the responsibility of the contractor. Relocation of the utility owner. If from the site is encountered, Engineer shall be notified immediately/reconnection or reworking will be required.
 - See final sheet for additional information.

- LEGEND:**
- PROPERTY LINE
 - EASEMENT/RIGHT-OF-WAY
 - WETLAND
 - CONTOUR
 - SPOT ELEVATION
 - DRAINAGE DIRECTION
 - STORM SEWER / CULVERT
 - RRAP
 - SILT FENCE
 - SEDIMENT CONTROL LOG



Know what's below

Agenda Item # 9B.

GRADING, DRAINAGE & EROSION CONTROL

SERENITY AT SEELEY BROOK
ERIC VICKARYOUS
ST. FRANCIS, MN

DATE: 05-26-2023
DRAWN: DMP
CHECKED: DMP
DESIGNED: DMP
DATE: 05-26-2023
DRAWN: DMP
CHECKED: DMP
DESIGNED: DMP

CIVIL METHODS, INC.
P.O. Box 28038
St. Paul, MN 55128
0:763.210.5713 | www.civilmethods.com

Preliminary Plat



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

Submitted to: Colette Baumgardner, Community Development Director

cc: Kate Thunstrom, City Administrator
Beth Richmond, City Planner
Eric Vickaryous, Applicant

Reviewed by: Shane Nelson, Assistant City Engineer

Date: August 8, 2023

Proposed Plat Name: Serenity at Seelye Brook

Property Description: 36-34-25-22-0006 and 36-34-25-23-0004

Applicant: Eric Vickaryous

Owners of Record: Eric Vickaryous

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

Permits Required: City Approval, ACHD Approval, MPCA NPDES Permit
(but not limited to)

INFORMATION AVAILABLE

Preliminary Plat, 6/27/2023 revision, prepared by Acre Land Surveying

Grading, Drainage & Erosion Control Plans, 6/26/2023 revision, prepared by Civil Methods, Inc.

Stormwater Management Plan, dated 6/19/2023, prepared by Civil Methods, Inc.

Wetland Delineation Report, dated 5/8/2023, prepared by SEH

Soil Boring Logs, dated 4/24/2023, prepared by Tradewell Soil Testing

PRELIMINARY PLAT

1. The subdivision layout, as depicted on the Preliminary Plat, appears generally conducive to the property. See City Planner's review memo for information regarding the zoning review.
2. The Preliminary Plat shall be revised to depict 60 feet of right-of-way from centerline of Bridgestone Street per Anoka County Highway Department's comments.
3. Per City Code (10-82-06.E.4), the minimum (low floor) elevation shall be three feet above mottled soils or the highest known water table, whichever is higher. Additionally, the minimum opening elevations shall be one and one half feet above the 100-year flood elevation (10-82-06.E.5). The note in the Development Data table shall be updated accordingly.

STREETS

1. The proposed subdivision is proposed to be served by four (4) new access points / private driveways from Bridgestone Street (County Road 71). The proposed access locations are subject to the approval of the Anoka County Highway Department.

GRADING AND EROSION CONTROL

1. Redundant sediment control devices (silt fence) are required for grading adjacent to wetlands or a surface water when a 50' buffer of natural vegetation is not maintained. Please provide redundant sediment control devices on final plans if grading will occur within 50 feet of the wetlands.

WETLANDS

1. A Wetland Delineation Report was received and a Notice of Decision approving the wetland boundary and type was issued on June 5, 2023. No wetland impacts are proposed with this subdivision.
2. In accordance with URRWMO rules and City ordinances (10-83-04), a MnRAM evaluation of the existing wetland(s) shall be provided and submitted with the final plans. The required wetland buffer width adjacent to the existing wetland(s) is dependent on the wetland class as determined from the MnRAM evaluation. Wetland buffers must also be marked with permanent signs (10-83-04.C.8.f). The applicant shall submit the MnRAM evaluation and depict the location of the wetland buffer signage on the final plans.

STORMWATER MANAGEMENT

1. This site proposes to manage the stormwater with four (4) constructed stormwater infiltration basins (rain gardens) to meet the requirements of City ordinances and URRWMO rules.
2. The stormwater management system, once constructed, will be privately maintained. It will be necessary for the Applicant to enter into a Stormwater Maintenance Agreement with the City to ensure the long-term operation and maintenance of the stormwater basins.

SUMMARY

We recommend approval of the Preliminary Plat subject to the Applicant addressing the comments as contained herein.



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

August 2, 2023

RE: Preliminary Plat – Serenity at Seelye Brook

Dear Beth,

We have reviewed the Preliminary Plat for Serenity at Seelye Brook to be located north of CR 71 (Bridgestone Road NW) and south of 236th Avenue NW within the City of St. Francis, and I offer the following comments:

- The existing right of way along CR 71 is 50 feet north of centerline. We request an additional 10 feet of ROW (for a total of 60 ft) along the property line for future reconstruction purposes.
- As proposed, the plat will introduce four new access points onto CR 71, which would be allowed since access to a city street does not seem feasible. Since sight distance is not met at the proposed access locations, we request that the ROW is cleared in conjunction with approval of the access permits. The right of access should be dedicated to Anoka County along CR 71 with exception for the proposed access points.
- Internal site grading shall not commence until the requested ACHD Engineering plan approvals are received and the applicable permits can be issued. If there will be any utility relocation on CR 71, it will be required to be completed by the City/developer as a part of the ACHD Engineering Plan Review process.
- Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, building, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CR 71.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CR 71 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer assess the noise situation for this development as it is proposed to be located directly adjacent to CR 71 and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable.

The ACHD Engineering Plan Review process will apply to this site. The following items should be submitted to Brandon Ulvenes, Engineer II, Brandon.Ulvenes@co.anoka.mn.us (checklist and payment information are available on our website: <https://www.anokacountymn.gov/4072/Development-Review>):

- Utility relocation plans
- Traffic Control plans
- Grading and erosion control plans
- Drainage calculations – Note that the post-developed rate/volume of runoff must not exceed the pre-developed rate/volume of runoff for the 10-year critical design storm
- ACHD Design Requirements Checklist
- Engineering plan review fee (estimated at \$150.00)

Following completion of the ACHD Engineering Plan Review process, the contractor(s) who will be completing any work within the county right of way must begin the ACHD Permit process. One permit for Work within the County Right of Way (\$150.00) and four Access Permits (\$175.00 each) must be obtained prior to the commencement of any construction. 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 Sue Burgmeier via phone at 763.324.3176 or via email at HighwayPermits@co.anoka.mn.us for further information and to coordinate the ACHD Permit process.

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

Sincerely,



Logan Keehr
Traffic Engineering Technician

xc: CR 71/Plats+Developments/2023
Jerry Auge, Assistant County Engineer
David Zieglmeier, County Surveyor
Sean Thiel, Traffic Engineering Manager
Sue Burgmeier, Traffic Engineering Technician
Brandon Ulvenes, Engineer II



PLANNING COMMISSION AGENDA REPORT

TO: St. Francis Planning Commission

FROM: Beth Richmond, Planner

SUBJECT: Serenity at Seelye Brook Preliminary Plat & Lot Width Variance

DATE: 8-9-2023 for 8-16-2023 meeting

APPLICANT: C&E Ventures, LLC (Eric Vickaryous)

LOCATION: North of Bridgestone Rd NW and south of Seelye Brook (PINs 36-34-25-22-0006 and 36-34-25-23-0004)

COMP PLAN: Rural Residential

ZONING: RR Rural Residential

OVERVIEW

Eric Vickaryous of C&E Ventures LLC has submitted applications for preliminary plat and variances for the roughly 22.5 acres of vacant land located outside of the City's Urban Service Area between Ambassador Blvd NW and Bridgestone Rd NW. This site is made up of two parcels and abuts Seelye Brook. Roughly one third of the site consists of wetland.

The development of this site into large lot residential was reviewed as a concept in February 2023. In May 2023, the City approved the applicant's request to reguide the property from Agriculture to Rural Residential and to rezone the property from A-2 Rural Estate Agriculture to RR Rural Residential. The applicant is now requesting a preliminary plat and lot width variance in order to create 4 residential lots on the site ranging from 4.2 to 7.4 acres in size.



REVIEW PROCEDURE

60-Day Land Use Application Review Process

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed.

The deadline for the variance request is August 25, 2023. Staff will be exercising the City's right to extend the deadline for this request for an additional 60 days.

120-Day Subdivision Review Process

Pursuant to Minnesota State Statutes Section 462.358, local government agencies are required to approve or deny subdivision requests, such as the preliminary plat, within 120 days. The 120-day timeline for the review of the preliminary plat expires on October 25, 2023.

Public Hearing

City Code Section 11-35-05 requires that a public hearing for review of the preliminary plat be held by the Planning Commission. The public hearing notice was published in the Anoka County Union Herald and mailed to all affected property owners located within 1,000 feet of the subject property.

ANALYSIS

Land Use

The site is guided for Rural Residential use by the 2040 Comprehensive Plan which allows a maximum residential density of 1 unit per 5 acres. The applicant is proposing 4 residential lots on 22.5 acres, which is consistent with the Rural Residential density requirement.

Preliminary Plat

The applicant is proposing four residential lots on the property, each with access to Bridgestone Rd NW on the south and each abutting Seelye Brook on the north.

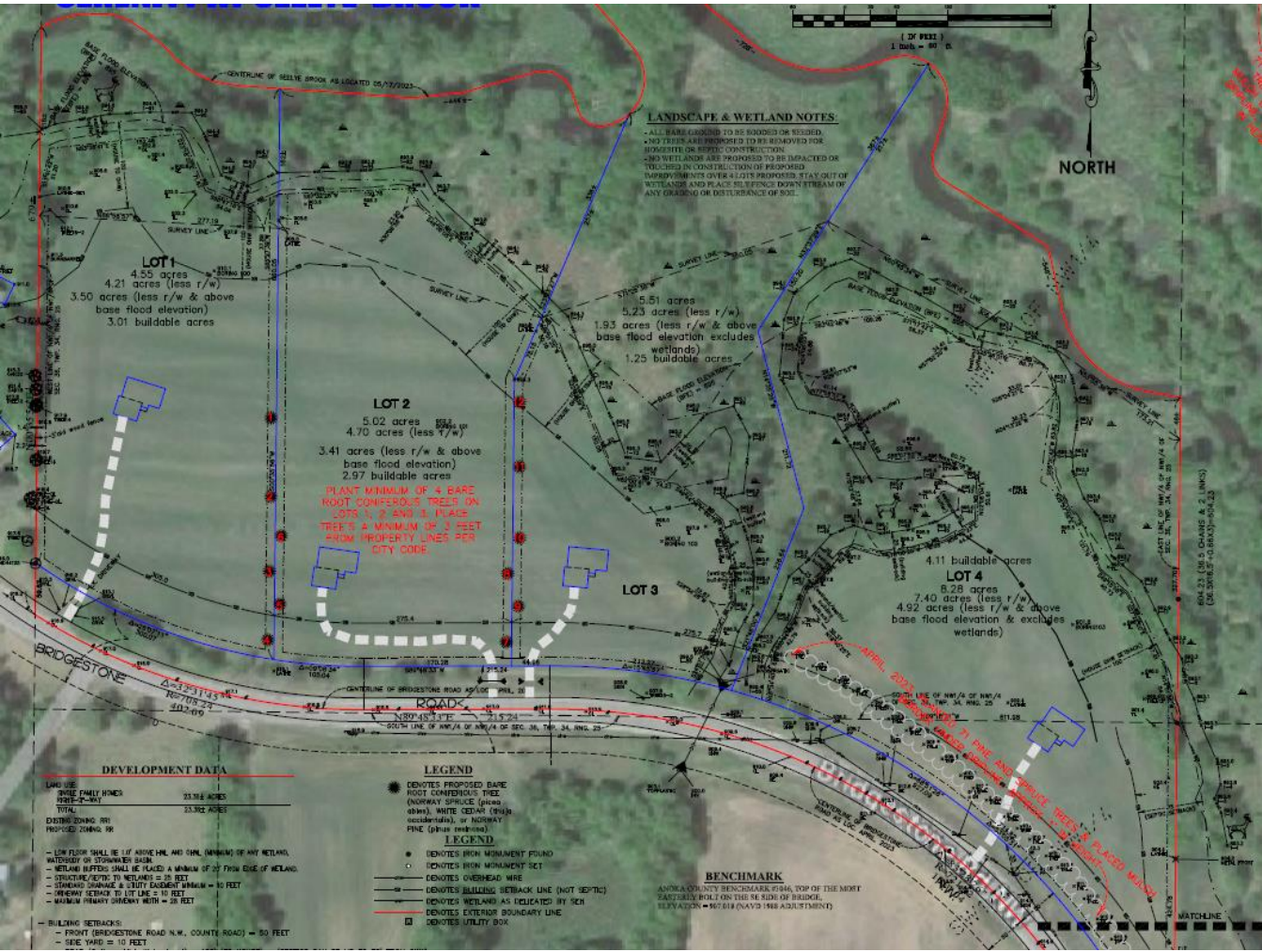
Dimensional Standards

In the RR district, lots are required to have a minimum area of 2.5 acres and a minimum lot width of 300 feet when abutting County or State highways. The table below shows the proposed area and width for each lot. Please note that the proposed area will be slightly lower than stated in this table as Anoka County has requested an additional 10 feet of right-of-way as part of this project. All lots will still be able to meet the minimum area requirements.

Lot	Proposed Lot Area	Proposed Lot Width
Lot 1	4.21 acres	305 feet
Lot 2	4.70 acres	275.4 feet
Lot 3	5.23 acres	275.7 feet
Lot 4	7.40 acres	648.6 feet

Lots 2 and 3 do not meet the minimum lot width requirement of 300 feet. Therefore, the applicant has requested a lot width variance for these lots. The applicant has shared that the lot lines were drawn to follow the natural features of the site, particularly the wetland area that runs from Seelye Brook to Bridgestone Rd NW between Lots 3 and 4. This wetland provides a logical division between lots. It separates the frontage of the site into two halves – west of the wetland is 856.1 feet and east of the wetland is 648.6 feet. The applicant is proposing to draw the lot line between Lots 3 and 4 through the wet area in order to keep the upland on each lot congregated together for ease of maintenance instead of separated by a wetland. While there

is enough overall frontage on this site for 5 lots, the location of the wetland leads to a reduction in lot width for Lots 2 and 3.



Access

Each of the four proposed lots abuts Bridgestone Rd NW, a County Road. Each lot is proposed to have its own individual driveway accessing Bridgestone Rd NW. Anoka County has reviewed the plans and is satisfied with the proposed locations of each driveway. Because these lots are located along a curve where the standard sight distance requirement cannot be met, Anoka County has requested that the right-of-way be cleared of any obstruction(s), including vegetation, in conjunction with approval of the access permits.

Landscaping

A landscaping plan for the site was submitted and reviewed by Staff. The existing site is fairly clear, with a majority of trees located within the boundaries of the wetland area. The trees within the wetland area will not be affected by the proposed development.

The applicant is proposing to plant 6 coniferous trees along the lot line separating Lots 1 and 2 and another 6 coniferous trees along the lot line separating Lots 2 and 3 for a total of 12. In

addition, the applicant noted that 71 young coniferous trees were planted in April 2023 along the front of Lot 4.

Residential lots are required to contain 2 deciduous trees per lot, with at least one in the front yard. Staff suggests that a condition of approval be added that requires one deciduous tree to be planted in the front yard in conjunction with the building permit. This allows the future homeowners more flexibility to locate the home without having to work around an existing tree.

Utilities/Stormwater

The site is proposed to be individual well and septic facilities. The applicant has demonstrated that primary and secondary septic sites are available on each lot. The City Engineer has reviewed the plans and has provided comments which are included in the attached memo.

RECOMMENDATIONS

Staff recommends approval of the preliminary plat and variance requests with the following conditions of approval and findings of fact:

Proposed Findings of Fact – Variance

1. The proposed lot width variance is consistent with the general purposes and intent of the Zoning Ordinance.
2. The proposed use of the site for large lot residential at a density of less than 1 unit per 5 acres is consistent with the Comprehensive Plan's Rural Residential land use guidance for the site.
3. The wetland on the site which separates the upland area into two halves is located in an area which does not allow for 3 lots meeting the minimum 300' lot width to be created west of the wetland.
4. The residential use of this land would not alter the essential character of the neighborhood. Large residential lots are located to the east, west, and north of this site.

Proposed Conditions of Approval – Variance

1. Approval is subject to the concurrent approval of the Serenity at Seelye Brook preliminary plat.

Proposed Findings of Fact – Preliminary Plat

1. The proposed preliminary plat is consistent with the City's 2040 Comprehensive Plan and is compatible with present and future land uses of the area.
2. Excluding lot width, the development is consistent with the City's Zoning and Subdivision Ordinances.

Conditions of Approval – Preliminary Plat

1. Applicant shall address all comments in the City Engineer's memo dated 8/8/2023.
2. Applicant shall comply with all comments from Anoka County as stated in the memo dated August 2, 2023.
3. One deciduous tree shall be planted in the front yard of each lot at the time of building permit.

4. Approval is subject to the concurrent approval of the lot width variance for Lots 2 and 3 in the Serenity at Seelye Brook development.
5. Park dedication requirements shall be resolved at the time of final plat.
6. The applicant is responsible for all fees related to the review of this application.
7. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

ACTION TO BE CONSIDERED

After the public hearing and discussion, the Planning Commission could take one of the following actions:

1. Recommend approval with the conditions and findings of fact as presented by Staff.
2. Recommend denial with findings of fact as established by Commissioners.
3. Table the request to the next Planning Commission meeting and provide direction to Staff and the applicant as to the additional information needed.

Suggested Motions:

1. Move to recommend approval of the lot width variance requested for Lots 2 and 3 of the Serenity at Seelye Brook development with conditions and findings of fact as presented by Staff.
2. Move to recommend approval of the preliminary plat for the Serenity at Seelye Brook development with conditions and findings of fact as presented by Staff.

ATTACHMENTS

- Applicant Submittals
- Engineering Memo dated 8/8/23
- Anoka County Memo dated 8/2/23



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: City Hall / Fire Station Contract Change Order
DATE: September 5, 2023

OVERVIEW:

One major cost savings piece in our project is the ability to purchase equipment and materials using a tax-exempt status. Although it saves money, it is bound by MN Department of Revenue requirements to ensure a transparent path was followed not only with the contract but with the financial steps throughout the project. Both Stahl and the City are committed to following all the appropriate steps and when the project was bid, contractors were required to break down their labor and material costs.

A major requirement of the State Statute includes that the construction contract cannot be a lump-sum contract coving both items. Attached is a *Contract Change Order* that separates the project by Labor and then by Material.

The Change Order also incorporates changes made by incorporating the demolition into the contract and not a separate contract, identifies the city obtaining the Builders-Risk Insurance and updates the GMP to break apart the Labor and Material.

ACTION TO BE CONSIDERED:

Recommend approval of the Contract Change order and authorizing city staff to execute all related documents regarding this approval, subject to City Attorney approval as to form.

Attachments:

- Contract Change Order

Contract Change Order

Date: August 31, 2023
Change Order #: N/A
Project: St. Francis City Hall & Fire Station
Owner: City of St. Francis
Construction Manager: Stahl Construction Company
Architect: Brunton Architects & Engineers

In accordance with the terms of the Agreement between the Owner and Construction Manager, dated April xx, 2023, the following changes are hereby approved and incorporated into the Contract Documents:

The purpose of this Change Order is to remove materials from the original Owner / Construction Manager Agreement and transfer them to a separate contract for the Owner's direct purchase, thereby allowing the Owner to take advantage of its tax-exempt status with the state of Minnesota.

Once this Change Order has been executed, the original Owner / Construction Manager Agreement will include only labor, equipment, and miscellaneous materials--such as those in connection with the general conditions work--and shall be defined as the Labor Contract.

The Purchasing Agent Agreement between the Owner and Stahl Construction, dated August 31, 2023, is attached to and made a part of this Change Order. It covers the Owner's direct purchase of materials for the Project and shall be defined as the Material Contract.

The following items are attached to and made a part of this Change Order:

- 1. Purchasing Agent Agreement, dated, August 31, 2023, with Exhibits A and B (Material Contract)
- 2. Revised Attachment #2 to Exhibit A of the Labor Contract
- 3. Revised Attachment #3 to Exhibit A of the Labor Contract

This Change Order decreases the GMP by \$6,531,580.
This Change Order increases the Date of Substantial Completion by 0 calendar days.

Description	Original Values	Previous Change Orders	This Change Order	Current Values
Cost of the Work	\$11,716,577	\$0	(\$6,466,580)	\$5,249,997
Fee	\$125,000	\$0	(\$65,000)	\$60,000
GMP	\$11,841,577	\$0	(\$6,531,580)	\$5,309,997
Substantial Completion (calendar days)	420	0	0	420


Owner and Construction Manager hereby agree to the terms and conditions of this Change Order. The Agreement, as hereby amended, shall remain in full force and effect.

OWNER

Signature

Date Signed

CONSTRUCTION MANAGER


Signature
August 31, 2023
Date Signed

(Revised) ATTACHMENT #2 to EXHIBIT A of LABOR CONTRACT Clarifications, Exclusions, Allowances, and Alternates

CLARIFICATIONS

The following Clarifications replace conflicting provisions in the Drawings, Specifications, Exhibits and other Contract Documents, and the Guaranteed Maximum Price (GMP) includes or excludes these items as specified:

1. In the event of a discrepancy between other Contract Documents and this revised Attachment #2, this revised Attachment #2 shall govern.
2. If the Date of Commencement is delayed beyond August 7, 2023, due to reasons not attributable to the Construction Manager, both the Guaranteed Maximum Price (GMP) and the Date of Substantial Completion shall be adjusted, and the Owner shall compensate the Construction Manager for any additional time and costs incurred because of the delay.
3. The Construction Manager's administrative personnel shall be charged as a Cost of the Work, as follows:
 - a. Superintendents at the flat rate of \$22,000 per month per superintendent, prorated for partial months.
 - b. Project Manager at the flat rate of \$11,000 per month, prorated for partial months.
 - c. Assistant Project Manager at the flat rate of \$8,800 per month, prorated for partial months.
 - d. Project Accountant at the flat rate of \$1,040 per month, prorated for partial months.
 - e. The cost of other administrative personnel is included in the Construction Manager's Fee and will not be charged as a Cost of the Work, unless the nature of the Project, such as size, complexity, or duration, changes materially.
4. The Construction Manager's reimbursables shall be charged as a Cost of the Work, as follows:
 - a. Miscellaneous reimbursables defined as office equipment and supplies, phone, fax, postage, messenger service, photocopies, blueprinting for shop drawings, travel, project management and accounting software usage fees, and the superintendent's pick-up truck at the flat rate of \$6,500 per month, prorated for partial months.
5. The Construction Manager's insurance shall be charged as a Cost of the Work, as follows:
 - a. Insurance required by the Specifications or provided by the Construction Manager in the normal course of its operations (but excluding builder's-risk) shall be charged in the lump-sum amount of \$50,000.
6. Pursuant to Paragraph 3.2.4 of the Contract, the GMP includes an \$80,418 contingency for the Construction Manager's exclusive use to cover costs that are included in the Guaranteed Maximum Price, as adjusted by Change Order, under the terms of the Contract. The contingency is not intended to be used as a substitute for GMP adjustments required or permitted by the Contract, and its availability shall not limit any of the Construction Manager's

(Revised) ATTACHMENT #2 to EXHIBIT A of LABOR CONTRACT
Clarifications, Exclusions, Allowances, and Alternates

rights to seek adjustment to the GMP under applicable provisions of the Contract. Unused contingency funds shall be part of savings.

- 7. This is a GMP contract, and the Construction Manager guarantees the aggregate GMP cost, as adjusted by Change Order, not the cost of individual line items shown in a previous estimate or a future payment application.
- 8. The Construction Manager’s fee shall be increased by 5% of the absolute cost of any change, whether additive or deductive.
- 9. No retention shall be held on the Construction Manager’s fee, general conditions costs, or direct material purchases.
- 10. The GMP includes the building demolition and related work.
- 11. Because the Date of Substantial Completion is in cold weather, some of the site work may not be completed until spring 2025, when weather permits.

EXCLUSIONS

The GMP excludes the following work:

- 1. Any form of assessment, including utility access charges.
- 2. Builder’s-risk insurance (provided by Owner).

ALLOWANCES

The GMP includes the following Allowances, which are furnished and installed, unless noted otherwise:

- 1. Building permit and plan review fees, and any other costs associated with securing a building permit for the Work \$ 110,000

ALTERNATES

The following Alternates have been accepted and are included in the GMP:

- 1. ALTERNATE #3: Delete the canopy over Radio #151.

The following Voluntary Alternates have been accepted and are included in the GMP:

- 1. Replace the Fypon on the building exterior with a custom aluminum flashing.

**(Revised) ATTACHMENT #3 to EXHIBIT A of LABOR CONTRACT
GMP Cost Breakdown**

Description	Totals
CM Costs	\$ 876,940
Pre-construction work	27,500
Full-time jobsite superintendent	352,000
Project manager	176,000
Assistant project manager	140,800
Accountant	16,640
Reimbursables / miscellaneous general conditions	104,000
CM fee	60,000
Clean-up / General Labor	\$ 178,080
Continuous clean / rubbish / general labor	141,680
Dumpsters	17,850
Street sweeping	7,000
Final clean	11,550
Temporary Facilities	\$ 186,700
Temporary jobsite office	14,000
Temporary electric	35,000
Temporary toilets	7,000
Temporary heat / winter conditions	52,950
Temporary construction fence / gates	16,500
Temporary enclosures	35,300
Temporary roads / staging areas	18,000
Perimeter fall protection	7,950
Miscellaneous Conditions	\$ 79,000
Building survey / layout	35,000
Safety / security	14,000
Tools / equipment rental	15,000
Snow removal	15,000
Permits / Insurance	\$ 160,000
Allowance for building permit	110,000
Liability insurance	50,000
Builder's-risk insurance (by Owner)	0
Existing Conditions	\$ 52,600
Building demo / related work	
Building demo	43,000
Plumbing	900
Electrical	8,700
Site Work	\$ 533,112
Earthwork / site demolition / utilities	243,646
Asphalt paving	34,700
Site concrete	219,000
Site furnishings (excluded)	-
Landscaping / irrigation	35,766

**(Revised) ATTACHMENT #3 to EXHIBIT A of LABOR CONTRACT
GMP Cost Breakdown**

Description	Totals
Concrete	\$ 712,429
Cast-in-place concrete	401,515
Precast concrete	310,914
Metals	\$ 65,200
Furnish metals	-
Add for installation	65,200
Carpentry	\$ 291,260
Rough carpentry // install specialties // install doors / hardware	160,548
Furnish casework / cabinets	-
Add for installation	68,200
Solid surface	32,512
Stainless-steel countertop	-
Custom aluminum flashing ilo Fypon	30,000
Thermal / Moisture	\$ 118,343
Entrance canopy	4,000
Roofing / sheet metal	75,991
Metal wall panels	15,000
Joint sealants	23,352
Doors / Windows	\$ 115,602
Furnish doors / frames / hardware	-
Sectional OH doors w/ operators	33,702
Glass / glazing	81,900
Finishes	\$ 557,583
Drywall	371,939
Acoustical	26,200
Tiling	33,901
Carpet / resilient	22,160
Special floor coatings	16,863
Painting / wall covering	86,520
Specialties	\$ 35,475
Furnish toilet accessories	-
Furnish wall / door protection	-
Furnish fire protection specialties	-
Furnish flagpoles	-
Signage	13,295
Folding partition	16,300
Metal lockers	-
Turnout gear lockers	5,880

(Revised) ATTACHMENT #3 to EXHIBIT A of LABOR CONTRACT
GMP Cost Breakdown

Description	Totals
Equipment	\$ 15,000
Steam baths	5,000
Electronic chain hoist	3,000
Fire pole	7,000
Furnishings	\$ 4,500
Window treatments	4,500
Furnish appliances (excluded)	-
Conveying Devices	\$ 37,164
Elevator	37,164
Fire Protection	\$ 73,000
Automatic sprinkler system	73,000
Mechanical	\$ 794,000
Plumbing	402,000
HVAC	392,000
Electrical	\$ 285,137
Electrical / low voltage	285,137
Labor Subtotal	\$ 5,171,125
Contingency	\$ 80,418
Uncommitted Funds	\$ 62,454
Labor Subtotal	\$ 5,313,997
Alternate #3: Delete metal canopy at Radio #151	\$ (4,000)
Labor GMP	\$ 5,309,997

PURCHASING AGENT AGREEMENT (MATERIAL CONTRACT)

THIS AGREEMENT, dated August 31, 2023, is made by and between Stahl Construction Company (“Agent”) and City of St. Francis (“Owner”), a Minnesota city generally exempt from paying state sales and use tax under Minn. Stat. § 297A.70; and

WHEREAS, Owner is undertaking the construction on its property of certain improvements generally described as St. Francis City Hall & Fire Station ("Project") in accordance with plans and specifications prepared by Brunton Architects & Engineers (“Architect”);

WHEREAS, Owner wishes to purchase on its own account materials, supplies and equipment for the Project (collectively, “Tax-Exempt Materials”) as described in Exhibit B, attached hereto;

WHEREAS, after best-value selection of Agent as construction manager at risk, Owner desires to separate the purchase of materials via change order and enter into a separate contract for its separate purchase of the Tax-Exempt Materials; and

WHEREAS, Agent desires to act as Owner’s purchasing agent pursuant to a separate contract for purposes of acquiring the Tax-Exempt Materials for use exclusively in the Project;

IT IS THEREFORE AGREED between the parties that:

1. Owner appoints Agent to act as its purchasing agent for purchasing the Tax-Exempt Materials, and further authorizes Agent to appoint such subagents as Agent deems appropriate for carrying out the purposes of this Agreement, which sub-agents shall have similar powers of appointment.
2. It is understood and agreed that: (a) Owner takes title to the Tax-Exempt Materials at the point of delivery; (b) Owner assumes the risk of loss for all Tax-Exempt Materials; and (c) Owner bears all risk for defects in the Tax-Exempt Materials, including Tax-Exempt Materials incorporated into the real estate.
3. Agent (and any sub-agents) shall include the following Notice to Vendors / Suppliers in all purchase orders and other documents furnished to a vendor or supplier in connection with the purchase of any Tax-Exempt Materials:

NOTICE TO VENDORS / SUPPLIERS

The materials to which this document relates are being purchased by Stahl Construction Company as the purchasing agent of City of St. Francis (“Owner”). It is the Owner’s obligation, not the purchasing agent’s, to pay for the materials. Because the Owner is a city of Minnesota, this purchase is exempt from sales tax under Minn. Stat. § 297A.70.

4. Agent shall exercise reasonable care in performance of its duties as purchasing agent, including the inspection of the Tax-Exempt Materials for obvious or apparent defects or the failure of such materials to conform to the plans, specifications, and all Contract Documents relating to the Project.
5. Owner shall pay the cost of all Tax-Exempt Materials purchased by Agent under this Agreement, plus a purchasing agent fee of \$65,000 (“Agent’s Fee”) and insurance costs as specified in Exhibit B, up to a maximum of \$6,531,580 (“Guaranteed Maximum Price” or “GMP”). Agent shall direct vendors and suppliers to deliver invoices for the Tax-Exempt Materials to Owner in care of Agent at 861 E. Hennepin Avenue, #200, Minneapolis, MN 55414. Agent shall submit invoices for payment to Owner, which invoices shall be due and payable upon Owner’s receipt of the invoices.

6. Agent shall promptly notify Owner of any sales and use tax audit by the Minnesota commissioner of Revenue or of the threatened imposition or assessment of any sales or use taxes. Owner may, at its sole option and cost, dispute, contest or otherwise resist the imposition or assessment of any such taxes. Upon reasonable notice to Owner, Agent may (but is not obligated to) take such actions as it deems reasonable in response to the threatened imposition or assessment of taxes, which actions shall be deemed to have been taken on Owner's behalf. If any Minnesota sales or use taxes are imposed or assessed with respect to any Tax-Exempt Materials purchased pursuant to this Agreement, Owner shall be solely responsible for the payment of such taxes, including any related penalties and interest, and shall hold Agent harmless and indemnify Agent from any such cost or expense related thereto, including any legal fees and costs incurred by Agent in connection therewith or in connection with the enforcement of this paragraph.

7. The agency relationship created by this Agreement is intended to comply with Minnesota Rule 8130.1200 and its current interpretation by the Minnesota Department of Revenue.

8. The General, Supplementary, and other Conditions, if any, as defined in the Labor Contract are incorporated herein by reference and are applicable to any question or dispute between the parties arising out of this Agreement.

9. The Contract Documents as defined in the separate Labor Contract are incorporated herein by reference.

10. Owner may terminate this Agreement at any time and for any reason. Upon receiving notice of termination, Agent shall cease making any purchases and shall promptly notify any sub-agents it has appointed that such appointment has likewise been terminated, that they are to cease initiating any new purchases, and that they are to likewise notify any sub-agents they have appointed that they are to cease initiating any new purchases. Any purchases that were initiated by Agent or sub-agent prior to its receiving notice of termination and that cannot be reasonably reversed after it received notice of termination shall be deemed to have been made with authority. If the Owner terminates this Agreement for convenience and not for cause, then the Owner shall pay the Agent a termination fee as follows:

One percent (1%) of the remaining balance of the Guaranteed Maximum Price, as properly adjusted, after termination. In addition, the Owner shall pay a prorated amount of the Agent's insurance Costs and Fee up to the effective date of termination, shall pay the costs of demobilization, and shall indemnify the Agent against all contract obligations, purchase cancellation charges, and other costs and performance duties incurred in connection with the performance of terms of the Agreement.

11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, assigns, and any sub-agents appointed pursuant to this Agreement.

OWNER

Signature

Printed Name

Title

Date Signed

AGENT



Signature

Deborah J. Aldrich

Printed Name

Sr. Project Manager

Title

August 31, 2023

Date Signed

EXHIBIT A to PURCHASING AGENT AGREEMENT (MATERIAL CONTRACT)

Clarifications, Exclusions, Allowances, and Alternates

CLARIFICATIONS

The following Clarifications replace conflicting provisions in the Drawings, Specifications, Exhibits and other Contract Documents, and the Guaranteed Maximum Price (GMP) includes or excludes these items as specified:

1. In the event of a discrepancy between this Exhibit A and other Contract Documents, this Exhibit A shall govern.
2. If the Date of Commencement is delayed beyond August 7, 2023, due to reasons not attributable to the Agent, both the Guaranteed Maximum Price (GMP) and the Date of Substantial Completion shall be adjusted, and the Owner shall compensate the Agent for any additional time and costs incurred because of the delay.
3. The cost of Agent's administrative personnel is included in the Agent's Fee and will not be charged as a Cost of the Work.
4. The cost of Agent's reimbursables is included in the Agent's Fee and will not be charged as a Cost of the Work.
5. If the final cost of the Tax-Exempt Materials plus the Agent's Fee and insurance costs is less than the GMP, as adjusted by Change Order, 100% of the resulting savings shall be returned to the Owner.
6. The Agent's insurance shall be charged as a Cost of the Work, as follows:
 - a. Insurance required by the Specifications or provided by the Agent in the normal course of its operations (but excluding builder's-risk) shall be charged in the lump-sum amount of \$40,000.
7. The GMP includes a \$40,000 contingency for the Agent's exclusive use to cover costs that are included in the Guaranteed Maximum Price, as adjusted by change order, under the terms of this Agreement. The contingency is not intended to be used as a substitute for GMP adjustments required or permitted by this Agreement, and its availability shall not limit any of the Agent's rights to seek adjustment to the GMP under applicable provisions of this Agreement. Unused contingency funds shall be part of Savings.
8. This is a GMP contract, and the Agent guarantees the aggregate GMP cost, as adjusted by Change Order, not the cost of individual line items shown in any other documents, including exhibits, previous estimates, or future requests for payment.
9. For additive changes, the Agent's Fee shall be increased by 1% of the cost of each change; for deductive changes, there shall be no change in the Agent's Fee.
10. No retainage shall be withheld from the Agent's requests for payment.
11. Because the Date of Substantial Completion is in cold weather, some of the site work may not be completed until spring 2025, when weather permits.

EXHIBIT A to PURCHASING AGENT AGREEMENT (MATERIAL CONTRACT)
Clarifications, Exclusions, Allowances, and Alternates

EXCLUSIONS

The GMP excludes the following work:

- 1. Any form of assessment, including utility access charges.
- 2. Builder’s-risk insurance (provided by Owner).
- 3. Building permit
- 4. General conditions work
- 5. All labor and equipment, and any materials not specifically itemized in Exhibit B

ALLOWANCES

The GMP includes the following Allowances, which are furnish and install, unless noted otherwise:

None

ALTERNATES

The following Alternates have been accepted and are included in the GMP:

- 1. ALTERNATE #3: Delete the canopy over Radio #151.

The following Voluntary Alternates have been accepted and are included in the GMP:

- 1. Replace the Fypon on the building exterior with a custom aluminum flashing.

EXHIBIT B to PURCHASING AGENT AGREEMENT (MATERIAL CONTRACT)

GMP Cost Breakdown

Description	Totals
CM Costs	\$ 65,000
Pre-construction work	-
Full-time jobsite superintendent	-
Project manager	-
Assistant project manager	-
Accountant	-
Reimbursables / miscellaneous general conditions	-
Purchasing agent fee	65,000
Clean-up / General Labor	\$ -
Continuous clean / rubbish / general labor	-
Dumpsters	-
Street sweeping	-
Final clean	-
Temporary Facilities	\$ -
Temporary jobsite office	-
Temporary electric	-
Temporary toilets	-
Temporary heat / winter conditions	-
Temporary construction fence / gates	-
Temporary enclosures	-
Temporary roads / staging areas	-
Perimeter fall protection	-
Miscellaneous Conditions	\$ -
Building survey / layout	-
Safety / security	-
Tools / equipment rental	-
Snow removal	-
Permits / Insurance	\$ 40,000
Allowance for building permit	-
Liability insurance	40,000
Builder's-risk insurance (by Owner)	-
Existing Conditions	\$ -
Building demo / related work	-
Building demo	-
Plumbing	-
Electrical	-
Site Work	\$ 345,503
Earthwork / site demolition / utilities	99,500
Asphalt paving	48,800
Site concrete	152,000
Site furnishings (excluded)	-
Landscaping / irrigation	45,203

EXHIBIT B to PURCHASING AGENT AGREEMENT (MATERIAL CONTRACT)

GMP Cost Breakdown

Description	Totals
Concrete	\$ 2,204,164
Cast-in-place concrete	223,085
Precast concrete	1,981,079
Metals	\$ 200,657
Furnish metals	200,657
Add for installation	-
Carpentry	\$ 243,595
Rough carpentry // install specialties // install doors / hardware	38,775
Furnish casework / cabinets	101,940
Add for installation	-
Solid surface	76,135
Stainless-steel countertop	1,745
Custom aluminum flashing ilo Fypon	25,000
Thermal / Moisture	\$ 307,825
Entrance canopy	30,000
Roofing / sheet metal	260,548
Metal wall panels	9,277
Joint sealants	8,000
Doors / Windows	\$ 589,381
Furnish doors / frames / hardware	188,200
Sectional OH doors w/ operators	190,981
Glass / glazing	210,200
Finishes	\$ 319,256
Drywall	145,000
Acoustical	40,300
Tiling	34,536
Carpet / resilient	75,640
Special floor coatings	9,080
Painting / wall covering	14,700
Specialties	\$ 136,921
Furnish toilet accessories	6,320
Furnish wall / door protection	4,142
Furnish fire protection specialties	2,677
Furnish flagpoles	20,199
Signage	62,396
Folding partition	7,200
Metal lockers	11,617
Turnout gear lockers	22,370

EXHIBIT B to PURCHASING AGENT AGREEMENT (MATERIAL CONTRACT)
GMP Cost Breakdown

Description	Totals
Equipment	\$ 70,697
Steam baths	13,447
Electronic chain hoist	7,250
Fire pole	50,000
Furnishings	\$ 35,530
Window treatments	35,530
Furnish appliances (excluded)	-
Conveying Devices	\$ 55,748
Elevator	55,748
Fire Protection	\$ 58,800
Automatic sprinkler system	58,800
Mechanical	\$ 1,001,000
Plumbing	565,000
HVAC	436,000
Electrical	\$ 844,523
Electrical / low voltage	844,523
Material Subtotal	\$ 6,518,600
Contingency	\$ 40,000
Uncommitted Funds	\$ 2,980
Material Subtotal	\$ 6,561,580
Alternate #3: Delete metal canopy at Radio #151	\$ (30,000)
Material GMP	\$ 6,531,580