



## **CITY COUNCIL REGULAR MEETING**

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

**Monday, June 06, 2022 at 6:00 PM**

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### **AGENDA**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
  - A. City Council Minutes - May 16, 2022
  - B. Accept the Resignation of Firefighter Will Mangan
  - C. Fire Department - Policy Update Section 1.3 Membership Openings
  - D. PW/Police Record Clerk Job Description Update
  - E. Temporary Animal Control Service
  - F. Police Officer Conditional Offer of Employment
  - G. City Building Pre-Architectural Services
  - H. Turtle Ponds 4<sup>th</sup> Addition – Development Agreement
  - I. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC**
- 6. SPECIAL BUSINESS**
- 7. PUBLIC HEARING**
  - A. Rivers Edge 6th Addition
    - 1) Resolution 2022-30 approving the vacation of the drainage and utility easement over Outlot B of the 5th Addition of the Rivers Edge subdivision
    - 2) Resolution 2022-31 approving the final plat and plans of the 6th Addition of the Rivers Edge subdivision with conditions and findings of fact as presented by Staff
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
  - A. 2022 Street Rehabilitation Project  
Resolution 2022-29 Accepting Bids and Awarding Contract
  - B. Ordinance 297 - Amendment to City Code Section 10-73-03 General Landscaping and Maintenance – 1st Reading
  - C. Erkium Street Variance  
Resolution 2022-32 approving the public street frontage variance request for XXX Erkium with conditions and findings of fact as presented by Staff.
  - D. St. Francis Dental Clinic Addition  
Resolution 2022-33 approving the site plan for the St. Francis Dental Care expansion at 3715 Bridge St NW with conditions and findings of fact as presented by Staff.
  - E. Software Purchase
  - F. Labor Agreement - Patrol Officers 2022-2024
  - G. Labor Agreement - Police Sergeants 2022-2024
- 10. MEETING OPEN TO THE PUBLIC**
- 11. REPORTS**
- 12. COUNCIL MEMBER REPORTS**
- 13. UPCOMING EVENTS**

June 9th - Bike Rodeo

June 15th - Planning & Zoning Commission Meeting

June 20th - City Council Meeting

**14. ADJOURNMENT**

PERSONS REQUESTING TO APPEAR BEFORE  
THE ST. FRANCIS CITY COUNCIL  
SIGN UP SHEET

Meeting Date: May 14, 2022

CITY CODE 2-2-3: Meeting Opened Persons Requesting to Appear Before Council. Persons who wish to appear before the Council must submit a written request to the City Clerk prior to the commencement of the meeting, which lists their name and address, and states their business (or identifies on behalf of whom they wish to speak). Persons requesting to appear before the Council will be recognized during the meeting in the order in which they submitted the written request. The presiding officer may advise any person appearing as to the amount of time allowed prior to his speaking, or later limit such time. Persons speaking shall give their name, address, and state their business for identify on behalf of whom they are speaking.

Julie Braastad  
Name

15203 Radisson Rd  
Address

Anoka County  
Subject you wish to speak about

Individual or entity you are speaking on behalf

STEVE ORTIZ  
Name

839 235<sup>th</sup> Ave E. Bldg A  
Address

Peppr ST  
Subject you wish to speak about

Individual or entity you are speaking on behalf

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

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Subject you wish to speak about

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Individual or entity you are speaking on behalf

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Subject you wish to speak about

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Individual or entity you are speaking on behalf

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA  
St. Francis Area Schools District Office 4115 Ambassador Blvd. NW  
MAY 16, 2022  
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 Steve Feldman.

2. **ROLL CALL**

Members Present: Mayor Steve Feldman, Councilmembers Joe Muehlbauer (attended remotely), Robert Bauer, Kevin Robinson, and Sarah Udvig

Also present: City Administrator Kate Thunstrom, Deputy City Administrator- City Clerk Jenni Wida, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Associates, Inc.), Water and Sewer Supervisor Parish Barten, Finance Director Darcy Mulvihill, Streets & Parks Supervisor Jeremy Shook, Fire Chief Dave Schmidt.

3. **APPROVAL OF AGENDA**

MOTION BY: UDVIG SECOND: ROBINSON APPROVING THE REGULAR CITY COUCIL AGENDA

A roll call vote was performed:

Mayor Feldman	aye
Councilmember Robinson	aye
Councilmember Bauer	aye
Councilmember Udvig	aye
Councilmember Muehlbauer	aye

Motion carried 5-0

4. **CONSENT AGENDA**

- A. City Council Minutes – May 2, 2022
- B. AC Regional Economic Development Cost Share
- C. Urban County Requalification Participation - 2023-2025
- D. Surplus Property Resolution 2022-27 Declaring surplus property
- E. Minnesota Department of Health - 2022 Sanitary Survey Inspection Reports
- F. Fire Department Policy Update – General Requirements
- G. Accept Donation from W.D. Larson Companies (Allstate-Peterbilt)



- H. Accept Fire Department Donation from Isanti Spirits
- I. Appoint Paul Carpenter to Deputy Administrator-Public Works Director - Post Vacancy
- J. Animal Control Service Request for Proposals K. Payment of Claims

MOTION BY: BAUER SECOND: MUEHLBAUER APPROVING THE CONSENT AGENDA ITEMS A-J.

A roll call vote was performed:

Councilmember Muehlbauer	aye
Councilmember Robinson	aye
Mayor Feldman	aye
Councilmember Bauer	aye
Councilmember Udvig	aye

Motion carried 5-0

**5. MEETING OPEN TO THE PUBLIC**

Mayor Feldman asked if anyone wanted to speak. He invited Julie Braastad up, adding she is the new commissioner to the east side.

Commissioner Braastad stated that with the redistricting she has the east side of St. Francis in her new district. She introduced herself so the Council would know who to reach out to with questions or concerns. She gave her background. She commented she would like to be helpful with the upcoming projects including Hwy 47 and Bridge Street Trail. She extended an invitation to the Councilmembers to have coffee with her to get to know her better.

Mayor Feldman commented he has been familiar with her over six years working on the Chamber so he knows her very well. He asked for Council comment.

Robinson asked if her territory in St. Francis was the eastern side. Braastad confirmed this adding it is District Two.

Bauer welcomed her and stated he would be reaching out.

Udvig commented she is looking forward to working with her.

Muehlbauer commented it was nice to meet her.

Mayor Feldman welcomed Commissioner Braastad and stated he was looking forward to working with her.

## 6. SPECIAL BUSINESS

### 7. PUBLIC HEARINGS

- A. 411 231st Ave – Easement Vacation Resolution 2022-26 Approving the vacation of a drainage and utility easement along Block 1, Lots 6 and 7 of Pine Valley Acres

City Administrator Kate Thunstrom reviewed the staff report and request for a public hearing, the vacation of this easement and relocation of the easement which will be platted with the new lot line.

Mayor Feldman asked if this is for a gentleman with an expansion who is adding on an addition to his house. Thunstrom confirmed this, adding in order to do so they needed the additional space to meet the set back requirement.

Mayor Feldman asked if it was for the whole length. Thunstrom replied they need it to make sense, things are platted properly so the lot line adjustment is something that can happen. They didn't need the full length of the lot so they split the line but they need the extra feet to the east for the addition.

Mayor Feldman commented instead of jogging it. Thunstrom confirmed this. Mayor Feldman replied that makes sense. He asked for Council comment.

Bauer asked if the homeowner owns both parcels. Thunstrom replied he does not, this is agreement he made with his neighbor. Bauer replied he was fine with it then.

Robinson commented he was okay with it as long as engineering and Thunstrom were fine with it and the boundary was known. He thought it was the right thing to do.

Mayor Feldman asked if something was done in writing in a legal format between the two neighbors so if things change hands down the road the homeowners would be protected. Thunstrom replied yes, this will be recorded with the County.

Mayor Feldman opened the Public Hearing at 6:11 p.m.

There being no further public comment, he closed the Public Hearing at 6:12 p.m.

MOTION BY: ROBINSON SECOND: BAUER APPROVING TO ADOPT THE EASEMENT ADJUSTMENT AT 411 231<sup>ST</sup> AVE, RESOLUTION 202-26 APPROVING THE VACATION OF A DRAINAGE AND UTILITY EASEMENT ALONG BLOCK 1, LOTS 6 AND 7 OF PINE VALLEY ACRES.

A roll call vote was performed:

Councilmember Muehlbauer	aye
Councilmember Bauer	aye
Councilmember Udvig	aye
Mayor Feldman	aye
Councilmember Robinson	aye

Motion carried 5-0

**B. Public Hearing for the Poppy Street and 229th Lane Reconstruction Project**

City Engineer Craig Jochum reviewed the staff report and stated the public hearing is the chance for resident input prior to a contract being awarded.

Mayor Feldman opened the Public Hearing at 6:20 p.m.

Steve Ortell, 839 235<sup>th</sup> Ave, East Bethel, stated he was there because during original talks the assessment estimate was around \$9,500 on his property but has now gone up to \$16,700 and asked what happened.

Jochum replied for his particular property, at the time there was the one service but now there are four set up for his unit. He stated if he is not going to do that for sure they would want to take the other three off because that is where the extra costs are.

Mr. Ortell replied for whatever reason that is zoned multifamily because of the area because he has tried to sell it for 15 years and he's in over his head. He stated he just got done paying for what should have been a lot split. The consultant said it needed a plat and he had it platted 15 years ago which was \$30,000. He stated now he finds out with he is getting another bill for \$16,000. He asked if there was any chance it can be changed back to single family because he felt that is the only way he can sell it.

Mayor Feldman asked if it was a multifamily unit right now. Mr. Ortell replied yes, but it took so long to do that he lost the buying and isn't hasn't sold in 15 years. He stated it didn't need to be platted, it should have been a lot split. He stated he has had several issues with St. Francis and didn't trust the City. He asked what could be done.

Mayor Feldman asked Jochum to comment. Jochum replied all he did was set it up for what it was platted for, which was a four-unit townhome.

Mayor Feldman asked if it was correct that there are four services at this building. Jochum replied that is correct and that is why the assessment went up.

Mr. Ortell commented he didn't trust the City because he sold the lot by the river that he paid \$14,000 for sewer on a 15 year loan and they made the new people

who moved in there pay again.

Mayor Feldman asked who did that. Mr. Ortell replied the City. Mayor Feldman asked how many years ago that was. Mr. Ortell replied January 2021 when they built the house. Mayor Feldman asked if they hooked to City sewer and water. Mr. Ortell replied it has the high pressure sewer. Mayor Feldman replied they don't have that here, it is gravity fed. Mr. Ortell replied not down there it isn't, it's a forced main. He stated that was the problem, no one at the City knew about it.

Mayor Feldman asked Jochum where that is, the only one he knew of with a high pressure waste water is Oak Grove. He stated he didn't know of any in this city. Jochum interjected there are some south of 227<sup>th</sup>. When it was reconstructed they put some in.

Mayor Feldman asked why anyone would do that. Mr. Ortell commented they couldn't do it gravity, it had to be done forced main and they charged whoever was there.

Mayor Feldman asked if it is hooked to the City's system. Jochum replied it dumps into a manhole at 227<sup>th</sup> and Poppy Street. Mayor Feldman asked how it gets to the gravity portion of the City's system. Jochum replied that is where it dumps in, then it is gravity.

Mayor Feldman asked why anyone would be doing that. Water and Sewer Supervisor Parish Barten commented that forced main was install in 2005 or 2006 for that City lot down at the very south end of Poppy Street. He stated as far as he knew that was the only individual home that is connected to forced main.

Mr. Ortell replied there are two, because he had to pay for two on his lot which only has one house because they wouldn't let them use the other one.

Mayor Feldman asked if that was the only way they could do it.

Barten replied there was no gravity sanitary main that far south so in order to serve the residents on the St. Francis side it had to have a forced main during the Poppy Street reconstruction at that time, 2005 or 2006.

Mr. Ortell commented it is all over and done now.

Mayor Feldman replied he understood that. He stated having something done in 2005 is not what this Council is doing in 2022 and he couldn't be held accountable for something he didn't do.

Mr. Ortell replied he understood that but asked if they could see why his trust is failing.

Mayor Feldman asked if it was correct that he wanted the building to go from four units to one unit. Mr. Ortell replied it doesn't have to be, he is just asking if he has to pay that because it went up. He felt the plat didn't need to be done and cost him \$10,000 on a property he can't sell.

Mayor Feldman asked Thunstrom on the plat Mr. Ortell is talking about if that is from County perspective or City perspective. Thunstrom replied he was adding new lots to an existing plat so when Mr. Ortell split the first lot off he created a plat. Based on the process and what she believed were Anoka County's comments as well, to create yet another new lot, it had to update the plat. A platting process was required to do that. She stated the zoning has been changed a couple of times to accommodate the concept this property owner has brought forward. It was zoned for high density and was dropped down to medium density when he came in with a four-plex concept. She stated they have accommodated to what they know. If another concept came forward it could be considered and Council could consider rezoning.

Mayor Feldman replied it sounds like communication is a problem on the City's end and Mr. Ortell's end. He stated it has already been platted once, and then platted twice, and if anything is changed again that is a third plat. Mr. Ortell agreed.

Mayor Feldman asked if he understood that. Mr. Ortell replied he did but felt it didn't need to be platted.

Mayor Feldman asked him if it were to change from four individual units to one unit, if he thinks he could sell it like that. Mr. Ortell replied it would sell but he would lose money on it. As the years go by it is just a money pit. He felt anything he has had in St. Francis has not turned out. He stated he does things in other cities.

Mayor Feldman replied every city is different and he can't account for other city's laws. Mr. Ortell replied he came because the bill went up \$7,000.

Mayor Feldman replied he understood that because he was at the meeting when his number was \$10,000. He asked Jochum if there is an issue with changing it from four to one. Jochum replied it wasn't to him but assumed it was a zoning issue.

Mayor Feldman asked if that was what it was, a zoning issue. Thorstad asked Jochum if it brought down to one now and a medium density use comes in later if it would need to be changed again. Jochum replied they would need to go in to the street and put three more services in, that's why it needs to be decided before the construction.

Mr. Ortell asked how much it costs for three extra pieces of plastic glued together. Mayor Feldman replied that is not how it works. SAC and WAC work differently. It is a sewer access charge and a water access charge. The charge goes to maintain the system at large, not one individual unit over another. They have waste water

system that supplies sewer and water to over 4,000 residents, so that is what is about. He stated he has had people tell him that permits are high in the City, but permits are not high in the City it is the cost of SAC and WAC in every city. That is why SAC and WAC permits are high to maintain the system, not one individual system. He asked if that was correct. Barten confirmed this.

Jochum commented they took construction bids, it's by the unit.

Mr. Ortell asked if once he pays the \$16,700, then it is about \$10,000 a unit to hook up to it. Thorstad replied it is a little over \$7,000 per connection.

Mayor Feldman stated non-residents went up, residents didn't go up.

Mr. Ortell commented whenever he gets anyone interesting in buying it, it is too expensive. That's what it comes down to.

Mayor Feldman commented Mr. Ortell is selling it but he is selling it with City sewer and water instead of septic and well which is more attractive in a market. That always is. He asked what could be done that makes logical sense. Mr. Ortell doesn't want to pay anymore, which he understood, but at the same time it's four different units. If they make it one single unit and later on he wants four those streets have to be dug up again and the cost is going to be even higher.

Mr. Ortell agreed. He stated it used to be that no matter what the location it was \$500 for sewer and he was charge \$7,000 for one he couldn't use.

Mayor Feldman replied Andover is hooked up to the Met Region, St. Francis is a stand-alone system on their own. Standalone water and stand-alone waste water. Andover is hooked up the Met Region. They have their own water.

Mr. Ortell stated he was talking about a stub, which might be used, it might not. If it is hooked up the whole price for the sewer was paid but if it wasn't only the \$500 was paid for the stub. He stated that is how it used to be.

Jochum commented back not too many years ago, what is called a corporation, which connects the service to the main. They used to be able to be put those in for \$250, this bid was almost \$1,100.

Mayor Feldman asked how many years ago it was \$250. Jochum replied maybe three. Just that connection alone is \$1,100, then there is the pipe and the shut off valve. He stated water has gone up significantly.

Mr. Ortell replied he knows that, everything in life has gone up.

Mayor Feldman asked hypothetically if they were to approve one hook up for this building and he sold it, that he understood that if anyone wants to change it later



they would have to pay the extra. Mr. Ortell wouldn't care about that because he sold it.

Mr. Ortell replied it is best that he gets it done, he just wanted to know why it costs so much for so little. He stated they are going by the unit, there is a charge for that besides the physical.

Jochum replied no, there is no upcharge, it is the unit price per what the pipe, the corporation and the shut off.

Mayor Feldman asked if it was per unit. Mr. Ortell asked how it came to \$16,000. Jochum replied three more services were added, that is how it got there.

Mr. Ortell replied it was \$1,100.

Mayor Feldman replied that was for one connection, so four hook ups is \$1,100 for the piping.

Mr. Ortell replied okay, that's it then.

Mayor Feldman replied they are trying to come up with a solution for him. If the City were to go to one unit, that is fine and he would sell it but if anyone wanted to make it separate units they would have to pay to do that. He stated this is Mr. Ortell's chance to make it four and pass that cost on to the sale but he is saying he can't get a sale either way.

Mr. Ortell replied he understood but he is likely going to sell at a loss after this, but that is the way it is. He stated this has been a bad decision from the beginning.

Mayor Feldman replied from his experience in construction that four hook-ups is the way to go, not one. Have each one built separately with a separate service to each one which makes them responsible for it. That is the best way to do it and then the cost is passed on to the sale of the building.

Mayor Feldman continued that Mr. Ortell has said he has had difficulty selling the building and asked if there is more to it than just the hook-ups to sell the building. Mr. Ortell replied he didn't know. He had the land okayed to put in an assisted living building but his partner lost the deal.

Mayor Feldman advised Mr. Ortell to take the four because it is going to be better for him in the long run and spread it over 15 years and pass the sale onto the buyers of the property. Mr. Ortell replied the main reason he is there is to find out why it went from \$9,500 to that high because it sounds way to high. He stated he understood the explanation.

Mayor Feldman asked for Council comment.



Robinson commented he would agree that now is the time to do the four hook-ups. He asked if they are talking about flat land with bare lots they are talking about. Mayor Feldman replied yes from what he understood.

Robinson asked if it was four buildable lots. Mayor Feldman replied no, it is a multi-unit, four units in one building.

Robinson replied some people feel like they are the victim and they are trying to work with him. This is the time for him to make it a four or to change it to one and the Staff is willing to work with him.

Mr. Ortell replied he is going to stick with the four but the chances are that the City may not approve it to be a single so he will leave it at that.

Robinson replied he feels bad that people feel they are a victim but they can't account for people who acted before them and they are trying to do the best they can for the people now in front of them. He stated whatever Mr. Ortell feels is best to liquidate this property would be fine with him.

Mayor Feldman repeated he thought it would be more advantageous to have four hook-ups for that building because if there is only one, the four hook-ups are at the mercy of that one hook-up. With four hook-ups they each have control and responsibility. Then he can sell one unit individually and each is independent from each other.

Mr. Ortell replied that is the issue he had with the other property he had that he was told to put in two sewers but then wasn't allowed to build after they said they would. He stated he didn't trust the situation and has had such bad luck.

Mayor Feldman replied Council is taking the time to listen to him so he can only say that the dumbest question is the one that isn't asked. He encouraged him to ask a lot of questions of a lot of people. He stated that is what Council did when they came in six years ago because he sat in the chairs where Mr. Ortell is sitting asking questions about a waste water treatment center and now six years later he is still waiting for the answers to those questions. He stated he has to ask the questions, push the questions, and hopefully get answers. He stated this Council and this Staff give answers. It may not be the answer they want to hear but it will be a fully vetted answer all the time.

Bauer asked if it is four units if it considered high density or how much can be added to the property if it went back to high density and what is that type of hook-up look like. Thorstad replied it is in the land use side. She stated this new lot on this parcel was just approved last year and the concept that came through was one new lot with a four-plex on it. She stated it was allowed under the medium density zoning with the idea that the property behind it would be a part of a redevelopment

with higher infill in the future. She stated this is part of the housing concept in this area.

Bauer asked what the connection would look like if he went high density. Jochum replied they would likely put a six-inch pipe for service out there which are more expensive individually.

Bauer replied that might be better and maybe he and the property owner to the north could get together and put a hotel on there or something high density. He asked what is going in for the property to the north.

Jochum replied that would be service from 229<sup>th</sup> Lane and they are putting a stub there.

Udvig asked if Mr. Ortell is actively trying to sell this property. Mr. Ortell replied yes, but buyers are backing out because of the cost. He is trying to avoid losing money.

Mayor Feldman replied they are taking the time to discuss it with him.

Mr. Ortell replied he is going to stick with the four-plex and the four hook-ups and that is what it is going to cost, which is what he wanted to know.

Jochum stated he will email the plan so Mr. Ortell will know what went in.

Mayor Feldman asked Mr. Ortell what complaints he is getting from potential buyers. Mr. Ortell replied they say they are going to do it but they don't come through, it isn't worth it to do it. Part of it is the City and the cost of materials he wasn't sure.

Mayor Feldman repeated he thought it would be more attractive to be hooked-up on City sewer and water on four individual units. Take the assessment and put it over 15 years and pass the cost on to the buyers. Mr. Ortell replied he agreed but the problem is that he will have to put \$16,700 into an escrow account if he does sell it so they have it now that he knows this is going on. That is how it works when things are being sold.

Mayor Feldman stated he was sorry he couldn't help more and he was sorry for the miscommunication that happened years ago. Mr. Ortell replied it was not their deal, that was different. He thanked them for their time.

There being no further public comment, he closed the Public Hearing at 6:43 p.m.

Mayor Feldman stated he may be speaking on behalf of some of the residents that live there. He stated as far as the driveways, they can get a group of people that want the change the driveways and go full. They can talk to contractors and get

some different pricing that way before they start tearing it apart. Jochum replied that is correct.

Mayor Feldman stated a credit would be given for the 12 to 15 feet in and that would give back to the owner and they can get a new driveway if they want. Jochum replied correct, but it will be their responsibility to built it to their garage.

Mayor Feldman asked Jochum about taxes and if he said residents can either pay it in full by a certain date. He asked what date that is. Finance Director Darcy Mulvihill replied they would have 30 days from the special assessment hearing to pay in full or they can spread it over a decided time frame.

Mayor Feldman gave the example of if a resident do an assessment for a couple years and asked if they could pay it off if they decide to later. Mulvihill replied yes, they can pay a special assessment off any time before November 15.

Mayor Feldman asked if that was of any year. Muvilhill replied yes adding that would be paid to the City of St. Francis.

Mayor Feldman asked if they would pay the interest. Muvilhill replied yes through the end of the year.

Mayor Feldman summarized they have to make a decision by November 15 of each year but they can pay it off but the interest goes to December 31.

Mulvihill replied if they pay it off early, what is on their taxes for that year they still owe but they are paying off anything past that year pertaining to the assessment. They can't pay partially, it has to be paid off completely.

Mayor Feldman stated that is the question he is asking because it has been brought to his attention. He asked if two years later they decide to pay \$10,000, for example, if they only have \$8,000 owed but only want to pay fractionally, they can't they have to pay all of it or none otherwise it stays on for the 15 years. Mulvihill confirmed this, adding they have had people pay a partial payment in the beginning but once it goes to the County they can't.

Mayor Feldman asked, for example, if it is a \$1,000 assessment and they pay \$500 down they would only get assessed for the \$500 amount. Mulvihill confirmed this, adding she would change the amount that was special assessed over the timeframe to what was left.

Mayor Feldman summarized they can either pay it off before November after the hearing in October, they can pay it off fully or partially and if they pay it off only 50%, the 50% goes to the assessment for 15 years. He asked if it was correct that at any time during that time after it has been assessed, they can pay off the full amount during the 15 years. Mulvihill confirmed this.

Mayor Feldman stated another question he had brought up yesterday was about plow-friendly speed bumps. He stated he has talked about this for years and will continue talking about it because that road is terrible. He stated he had his neighbor, who is an Anoka County Sheriff, who lives on that road telling him that most of the time speeds are between 30 and 35 miles an hour. But there are people, especially motorcycles that go a lot faster than that. He stated the neighbor now has a two-year-old who likes to run out to the street and if anyone knows two-year-olds if they are not watched they can take off down the block. He stated he knows they will have to get Oak Grove and the MSA on board but he really wanted this pursued. He stated he tried to get a three-way stop on 227<sup>th</sup> years ago but as he was explaining it to the City of Oak Grove's City Council he was told once a sign goes up it can't be taken down, which he thought was ridiculous and he was told to park a front end loader and park it on 225<sup>th</sup> and Lake George Blvd so there would be no through traffic, which he stated he thought was even more absurd, but coming from Oak Grove he wasn't so sure about that today. He asked about having some traffic calming measures. If the plow-friendly speed bumps don't work they could be taken out but he thought it was important to have something there. He stated walking to the mailbox on that street is one of the most dangerous things he can think of. He stated his neighbor with her two kids won't do it, and his wife won't either, he has to go to the mailbox. He stated the sidewalks will help a lot. He asked if they could ask MSA to push for a couple plow-friendly speed bumps from 229<sup>th</sup> to 227<sup>th</sup>.

Jochum replied they can ask but he can almost guarantee they won't be approved because it wouldn't meet their strict standards.

Mayor Feldman asked what their standards are. Jochum replied on design they have to meet their 30 mile an hour design speed, which a speed bump would not. Even putting in friendly humps wouldn't meet their design. They would have to go to a variance which he has asked about. He stated he has never had a variance request approved.

Mayor Feldman stated it wouldn't be in a parking lot so they would be gradual. He asked what their issue would be with it. Jochum replied their 30 mile-an-hour vertical curve design standards can't be met.

Mayor Feldman asked if it could be a bump but not a plow-friendly bump. Jochum replied it can't be a bump, it has to be gradual so people can go through there at 30 miles an hour.

Mayor Feldman stated he has pictures of that in the City of Minneapolis, Edina and Plymouth that have those. He was sure that was on city streets, not MSA. Jochum replied if City funds are used they can do whatever they want.

Mayor Feldman replied this is a conundrum between State roads and County roads

and Oak Grove, it's amazing that something that is common sense cannot get done. He stated he is seeing cars fly through there 55 to 60 miles an hour and will hit some kid some day and he is going to get some mother upset at him and he will say it could have been done better but couldn't because they couldn't follow specs of the MSA. He didn't understand that. He stated life is precious and they are going to say a bump is the difference between life and death on a road that needs it. He asked if he could write a letter to the MSA and have it delivered. He asked if he could get residents to sign it, is there anything within his power to make them understand or at least give it an effort. He stated he has always believed that trying at something and failing is better than not trying at all. He asked if he could try.

Jochum replied yes that can be addressed to Dan Anderson at State Aid.

Mayor Feldman commented he has talked to Dan many times before. He stated he is willing to try it, he is not giving up. He stated something has to be done. He has lived on that road for nine years and he can say that they are lucky that only some dogs have been killed, not humans. He didn't want to be the mayor that has to explain to a parent that they could have done better but there were some rules that had to be followed. He stated he has five grandkids and couldn't imagine explaining to someone that their child died because of a spec on a speed bump. He stated he will get together with Jochum and will contact Dan and do whatever he could to see if they could get something there. He asked if the MSA approves it, would Oak Grove still have to approve it too. Jochum replied yes, their engineer has signed off on the plans.

Mayor Feldman asked if he got it approved by the MSA there is a chance of not getting it approved by Oak Grove. Jochum replied there is a chance.

Mayor Feldman asked for Council comment.

Udvig agreed that road is a speedway and encouraged Mayor Feldman to keep trying.

Mayor Feldman commented the problem with that road is that it is a through-way from Bridge Street to Lake George Boulevard. He stated that he knew the Dellwood Construction requested to have a cul-du-sac back there so that it wasn't a through-way but that didn't get approved. He asked if Poppy Street was a County or State road. Jochum replied it is a City street.

Mayor Feldman asked if it was MSA. Jochum confirmed this.

Mayor Feldman commented what would happen was because it is a through way is that is a speed way from Bridge Street. There was a four way stop there, then a stoplight and now a round-about and it has gotten slightly better because of the round-about but he still hears motorcycles. He stated it isn't a race track, it is a residential street with a 30 mile an hour speed limit. He stated when he first joined

Council six years ago he fought for Poppy Street, after he became mayor he fought for every street like Poppy because there are more than one of them. He stated when the sign says 30 miles an hour in a residential area, he wished people would follow those rules because kids are playing in the street.

Bauer stated the specs for MSA are 30 miles an hour and asked if the City could reduce the speed limit to 15 and if someone gets caught speeding at 55 in a 15 chances are they will loose their license or at least get a ticket.

Jochum replied he knew there are statues, he didn't know if it was 25 and if it could be done on a State aid road.

Bauer stated that would be his suggestions.

Mayor Feldman noted there would be neighbors who would be mad about at 15 mile an hour limit.

Bauer stated cars aren't going very far on the road.

Mayor Feldman replied on Friday afternoon when people are using it one way to get to the bank he has seen women diving 55 miles an hour and don't care because they don't live there. He stated the sign is only as good as the enforcement behind it. If he can't get the speed bumps in that he will ask the police department to get out there and start tagging people. He stated it is well known off of 221<sup>st</sup> that there are police officers patrolling which is what has to happen on Poppy Street and any street like it. He stated he has fought for that road for nine years and didn't want anyone to die on that road. He stated he cares about people and the City and sometimes rules get in the way.

Robinson asked Jochum if it was correct that he said if the City pays for it there is a possibility it could be done. Jochum replied correct, if State Aid wasn't used for the whole project and Oak Grove would have to agree to not use State Aid funds also.

Mayor Feldman stated he is frustrated. He is speaking for himself as well as the residents because he lives on that street and it's dangerous. He stated he is amazed walking down to the mailbox and when he is cutting the lawn that he has to look both ways three or four times because of the cars. One time he was cutting the lawn and was on the edge and there was a car who didn't move over to give him room. He stated the former Police Chief apologized to him one day because he thought the Mayor was exaggerating but he had found out 650 cars go down that road a day.

Mulvihill asked to set an interest rate for the special assessments. She stated in 2020 it was set at 2.2%. Usually it is set 1% over the bond and because bond isn't being sold for this she asked if 2.2% should be used as it was in 2020.



There was Council consensus.

Mayor Feldman thanked Council and Staff for putting up with him but he felt he had to speak up for people because he is their voice and knows what it is like to sit in the area and be scared to come up.

## **8. OLD BUSINESS– NONE**

## **9. NEW BUSINESS**

### **A. 2021 Annual Comprehensive Financial Report - Abdo**

Finance Director Darcy Mulvihill stated the financial statement has been put online.

Justin Nilson of Abdo gave a presentation on the audit results and 2021 Annual Comprehensive Financial Report.

Mayor Feldman stopped Nilson during the section on the Enterprise Fund. He stated he had looked at those numbers but that is down because of the construction in 2021 that was paid by the Liquor Muni Fund, about \$45,000.

Nilson confirmed this but stated the cost of sales wouldn't be included but the closure is probably a big reason for the drop or some of the construction related activity. He stated the construction costs would not be included in these amounts.

Mayor Feldman stated the drop in revenue from being under construction. It was closed for one week but was otherwise open but with less inventory, space, fewer hours and less manpower to man those hours. He asked if that does reflect upon the revenue. Nilson confirmed this.

Nilson reported the state-wide averages are up a little higher. He stated maybe next year would be a better basis.

Mayor Feldman stated he saw the State-wide average as well. He commented that being under construction for five months wasn't really that bad as far as the dip in it compared to the State. As he is looking at expenses, it's a little high, transfers out but it wasn't that big a bite.

Nilson replied it wasn't for him to say, but that St. Francis was under the State-wide averages, it decreased this year but there is a reason for it.

Mayor Feldman commented he knew the profits were up but figured after five months of construction, closed for a week, with limited stock, inventory, help, and hours he thought that 10% was not that bad.

Nilson replied revenue is one thing but gross profit goes with how much money



they are actually making. He thought they would have a better picture in a year or two. He suggested looking at gross profit percentage.

Mayor Feldman commented it was pretty close to what the State-wide average was.

Mr. Nilson replied 2% is pretty drastic but when agreed that it is positive that the sales were close to what they were last year.

Mayor Feldman commented the key will be comparing 2022 to 2021, as they get a full year in after construction. He referenced slide 15 of a graphical chart of the City and asked what the emerald green color is. Mr. Nilson replied he was guessing that is the total cash because that is the only one not included.

Mayor Feldman commented he liked the report and the graphs. He referenced page 17 and commented he thought this Council and Staff have done a good job of keeping the tax rates low. He stated in looking at 2018 to 2021, it has actually gone down since they came in in 2017. He stated he liked the debt going down. The City has grown which will help. He stated he always has long talks with Mr. Nilson during the audits, which he likes. He stated he asked Mr. Nilson, and thought he would agree, that they have good City budgetary management and thought the City was in good shape. He stated it is under the umbrella of the economy, whether it is a sunny economy or cloudy one. He asked Nilson if he agreed they were in good shape as far as being able to weather a storm. Nilson agreed.

Mayor Feldman asked for Council comment.

Robinson commented it was a good report and liked the graphs as they are easy to compare. He thanked Mulvihill for her work and being a great communicator.

Mayor Feldman commented it really helps having a good auditing firm.

Muehlbauer added thanks for the work they do.

Udvig commented it was a great report and liked the graphs also.

Bauer commented it was a great report. He liked the graphs also and how much things were trending down which was a proof of concept over the last six years.

Mayor Feldman commented they just refinanced some bonds for a lower rate. He stated overall they have done pretty good as far as management of the money and tax payers monies. He thanked Mr. Nilson for the good report and for showing the numbers how they should be seen.

Mulvihill thanked Mr. Nilson and his team as they are easy to work with.

MOTION BY: UDVIG SECOND: BAUER BATO ACCEPT THE 2022 FINANCIAL REPORT BY ADBO.

A roll call vote was performed:

Councilmember Muehlbauer	aye
Councilmember Robinson	aye
Mayor Feldman	aye
Councilmember Bauer	aye
Councilmember Udvig	aye
Motion carried.	

B. Poppy Street and 229th Reconstruction Project – Accept Bids Resolution 2022-28 Accepting bids for the Poppy Street and 229th Lane Reconstruction Project

Mayor Feldman referenced page 125 of the packet. He stated there is a difference in the alternate bid amount. He asked Jochum if the number of \$33,68.01 was right. Jochum apologized that he transposed the numbers. The second paragraph should say \$33,68.01 and the fourth paragraph should have \$37,532.01.

Mayor Feldman asked if it \$37,532.01. Jochum confirmed this.

Mayor Feldman explained to Council that it pertains to as it says here “reconstruction approximately 250 feet of sewer trunk that is currently within the City of Oak Grove’s road right-of-way.” He asked if he had that total number in a bid now. Jochum replied yes but it is an alternate so it can be accepted or not.

Mayor Feldman replied that is what he wanted to discuss with Council. He stated he always believes in having control of destiny and what he doesn’t like is that it is an Oak Grove situation. He stated they all have had experience with Oak Grove and know how that is. He would rather have control of this trunk line in this city than in another city. He stated if sister cities worked properly it would be nothing for St. Francis to have access to this area on a no cost basis but he could see where this could change down the road and they could hold them at bay as a hostage. He thought this was the time to do it while this road is under construction but relocated this line to their property, to St. Francis. He didn’t want to have to go back later on and have discussions with Oak Grove if access is needed to this area for any kind of access of easement where they could charge for it or make it more difficult to give access. He thought this was a wise thing to do even though there is more costly and is an alternate. He recommended doing this now at this time and not have to deal with Oak Grove later on. This way it would in the control of St. Francis always, forever perpetuity, which is the best place to be. He asked Jochum if he agreed.

Jochum replied he didn’t think Oak Grove could stop them from taking care of it but agreed it would be much better if St. Francis had control of this. He stated he

could see if there were some improvements Oak Grove wanted to do they could make St. Francis move it at that time, at a cost. At that time there would be a new street which would cost more money. He would defer to the City attorney if they could prevent maintenance to the sewer.

Mayor Feldman stated they could make it difficult.

Assistant City Attorney Dave Schaps replied they would argue strenuously against anything of that sort.

Mayor Feldman noted it could take weeks or months like anything else with them.

Schaps replied if this is going to be for City infrastructure and something that would serve the public would be something that would have an easement over it.

Mayor Feldman commented the best way to do it is to take it out of their hands and have it in St. Francis's control. He asked if Council was understanding this.

Robinson replied he remembered other conversations about this.

Jochum noted the upside is that it's 51 years old.

Mayor Feldman replied that is another reason to do it now when the cost factor is lower than later on with new streets. He stated he wanted to limit communication between a sister city that won't work as a sister city. He stated he is tired of it and he thought the Staff and Council were too. He stated they are still plowing streets and cutting down trees that Oak Grove should be doing. He stated he was even told that by Public Works just last week. He thought they should take control of this now and take advantage of it while there is construction going on. He recommended accepting the alternate.

Udvig commented she was fine with taking control of it and thought it was a good idea for St. Francis.

Bauer commented he agreed with taking control of it. He asked how that would look by leaving the old stuff underground. He asked if they are going to relocate it, can't they just deadhead it and not dig it completely up. Jochum replied that is what they would be doing. It would be capped and filled with it with sand.

Bauer asked if that would cost more to leave it. Jochum replied no, that is the least expensive.

Mayor Feldman referenced the next page and stated the company they picked for the main was \$175,000, their lowest if \$37,000. They can't mix/match but have to use one company for both.

Jochum confirmed this adding they are much lower overall.

Mayor Feldman asked Bauer would agree to do it. Bauer agreed.

Muehlbauer asked about the assessment stuff during the public hearing and if that number factored in to this or would Mr. Ortell be upset again because it is an alternate bid. Jochum replied that is not in the assessed cost.

Muehlbauer commented he agreed with having in in their hands.

Mayor Feldman stated they will do the alternate and put it in their control, which is where it should be. Maybe someday that sister city will be a real sister city and work with St. Francis but in case they don't St. Francis will have control of that area and the new piping. One less headache to deal with later.

Bauer asked Schaps if when the resolution is passed if it should be amended to add accepting the bid based off the 2.2% interest rate. Schaps replied that will be a part of the assessment hearing, this one is for accepting bids on the project, and if they are going to do the alternate, accepting the alternate as well.

Mayor Feldman asked if that should be stated in the motion. Schaps replied it would stated on the record and make it a part of the resolution.

MOTION BY: MUEHLBAUER SECOND: MAYOR FELDMAN TO ADOPT RESOLUTION 2022-28 AND THE ALTERNATE BID AS PRESENTED BY STAFF FOR \$37,533.01.

A roll call vote was performed:

Councilmember Muehlbauer	aye
Councilmember Udvig	aye
Councilmember Bauer	aye
Councilmember Robinson	aye
Mayor Feldman	aye
Motion carried 5-0	

#### C. Dellwood Trail Riverbank Stabilization Project

City Administrator Kate Thunstrom gave a presentation on the Dellwood Trail Riverbank Stabilization Project.

Mayor Feldman stated he did some math on this and talked to Thunstrom earlier. He referenced page 147 and stated if the owners take 15% of the \$220,000 that is not how this works, there is a bigger number here. They took the gross number and gave 15%, that is how it got to \$35,000. You can't take the 220.447 that is the ACD's responsibility, 85%. You can't take that and times it by 15% because you will not get \$35,730, you will get \$33,370. He stated Thunstrom talked to Jared and

pointed out to him that it is a gross number they didn't put down in there. He wanted to clarify that for Council. He stated this is an important thing to. Anytime the river can be stabilized, especially as time goes on more will need to be made of the river. He thought the City should do more with it because it is a benefit to the City. He stated he supported it as a good thing. He asked for Council comment.

Udvig commented she thought it was necessary and should be moved forward.

Muehlbauer commented he didn't have any issues with it.

Robinson asked there will be an additional costs and if the City Engineer will get involved to protect the City's interest to make sure things get done properly. City Engineer Craig Jochum replied he will be working with ACD to finish this.

Robinson asked if there will be addition billing from his company. Jochum replied it is all included.

**MOTION BY: BAUER SECOND: ROBINSON TO ACCEPT THE DELLWOOD TRAIL RIVERBANK STABILIZATION PROJECT.**

A roll call vote was performed:

Councilmember Udvig	aye
Councilmember Bauer	aye
Mayor Feldman	aye
Councilmember Robinson	aye
Councilmember Muehlbauer	aye
Motion carried 5-0	

#### C. Work Session Request

City Administrator Kate Thunstrom stated she and Finance Director Darcy Mulvihill would like to meet with Council to discuss the 2023 budget including the parks PIC pieces received from HKGI regarding the park plan and the future budget. She proposed June 27, 2022 at 5:30 p.m.

Mayor Feldman asked Council if that worked for them.

Robinson replied that date wouldn't work for him.

Mayor Feldman asked about June 28, 2022

Bauer commented he will out of town but could set up Zoom.

Council consensus was to schedule a Work Session June 28, 2022 at 5:30 p.m. at City Hall. Bauer and Muehlbauer will set up Zoom to attend remotely.

**10. MEETING OPEN TO THE PUBLIC – NONE****11. REPORTS****A. Public Works Monthly Report - April 2022****1. Streets and Parks - Water and Sewer**

Streets & Parks Supervisor Jeremy Shook gave the April 2022 Streets and Parks monthly report.

Mayor Feldman commented it was a great report and well organized.

Robinson commented there has been a recurring pothole but it was taken care before he had to call which means they have been out working.

Mayor Feldman commented after the last storm with trees going down, there was a tree down blocking 227<sup>th</sup>, instead of waiting for Oak Grove, St. Francis guys were out clearing the roadway early in the morning.

Muehlbauer commented he appreciated their work.

Bauer commented it was a great report and appreciated their work.

Udvig commented she appreciated their work in mowing the parks and cleaning up after the street. She noticed interaction with the staff and residents, which she appreciated.

Mayor Feldman commented they are friendly. He stated the whole Staff is like that, the fire, police, public work, the whole staff. He stated the public needs to know the Staff is there for them. He thanked them.

Water and Sewer Supervisor Parish Barten gave the April 2022 water and sewer report.

Mayor Feldman commented he was glad to see there were no issues with the sanitary inspection, which is a testament to the team. He stated Deer Creek always seems to be on trouble spot along with Turtle. He stated education is the key. He commented it was a good report. He stated when the waste water treatment was first coming on line in 2017 he had talked about then City Administrator Joe Kohlmann about outsourcing it. But Barten has gone beyond showing that he can handle this facility and has done an exceptional job. He thanked Barten and stated he is running it as the state-of-the-art facility that it is and it's working really well. Barten credited the staff.

Robinson commented it was great report and expressed thanks for the awesome job they do.



Bauer commented that employees don't get enough credit and appreciated Barten saying it is a team effort.

Udvig commented it was a great report. She agreed that education of the public was important and hoped there wouldn't be plugged lift stations. She thanked Barten for his work and being hands on alongside his staff.

Muehlbauer thanked them for their work.

Mayor Feldman commented it was nice to have confidence in Staff that the job gets done as it needs to. He stated all Staff members step up when it's needed. He stated some cities don't run like that but this one does and he was grateful.

## 2. Fire Department Monthly Report – April

Fire Chief Dave Schmidt gave the Fire Department Monthly Report for April. He highlighted statistics for the month. He gave a special thank you to Councilmember Udvig for making it to the Open House on May 7, 2022.

Mayor Feldman commented he saw so far no COVID-19 calls. Schmidt confirmed this.

Mayor Feldman commented he was glad to see the fire inspection numbers went up. He stated it was a good report. He referenced the response times which look good. He referenced page 159 and stated the number of fire runs versus EMS, fire departments need to relabel themselves as EMS and Fire services. He stated not just here, but all the chiefs all said the same thing on the tours of the fire stations. He stated the trend is going that way.

Mayor Feldman stated there was an email sent by Joe Lawrence, the Deputy Chief about an elderly gentleman who couldn't breathe because of some food stuck in his throat. He repeated his prior comments that if someone is going to have a health issue, this is the city to have it. With these two chiefs of their departments, police and fire, that public safety is really that, public safety. That was the difference. He had some help from the Anoka County Sheriff but because of the St. Francis firefighters this man is alive today. He stated he is very proud to be the mayor of a public safety department on both fire and police that have done this, as he is of the whole Staff in general. He stated he is proud to have a team like this, working as it is. He gave credit to them adding saving lives there is no more precious thing that they can do because a price tag can't be put on a life. He stated saving a life on the golf course and now this one here. Two chiefs that show they can handle it. He thanked them.

Muehlbauer thanked the department and appreciated their work.



Mayor Feldman asked them to pass that along to the department because they may not get out to say it in person but they do genuinely care and appreciate the services they provide. He stated if he has another heart attack this is the city to have it in because he knows he will get a quick response which is appreciated.

Udvig commented it was an excellent report and asked them to keep up the good work. She asked Schmidt to tell the volunteer firefighters how much Council appreciates them and how important they are to the City. If there is a fire or emergency, she likes the response time from police and fire and the fact that they work so well together. She thanked him.

Bauer commented it was a great report. He thanked Schmidt for their work. He stated he would be on the department if he could. He hoped the City gets into the 21<sup>st</sup> century some time that allows emergency services and an elected official. He commented it is good to see that many people volunteering for emergency services which is a difficult field. He asked Schmidt to thank his staff for their dedication.

Robinson commented he liked to see the fire inspection numbers went up. He hope the residential and commercial people embrace it and are happy to see it. He is really glad they are doing that. He stated when he got the email he felt it said a lot. He asked about the relationship with Nowthen.

Schmidt replied it has been going well. They are in transition as they are soliciting for a full time City Administrator. He stated there was difficulty when they had staff leave but have finally caught up. Captains were just appointed which will help with the day to day management. He stated overall it has been it has been going well and he is pleased with the progress they are making.

Robinson asked if Schmidt has been able to find work/life balance. Schmidt replied working with two cities with Councils and Staffs that it takes a lot of time. He stated there have been some good steps made but there is some development that still needs to happen with staff development, which will be the focus of the rest of the year.

Robinson asked if Schmidt felt he was meeting his expectation when he took this on six or seven months ago. Schmidt replied most days, some areas are exceeding expectations and others not as much but over all he is proud of the work they have been able to accomplish.

Robinson asked Schmidt if he is getting support from the staff there. Schmidt confirmed this.

Mayor Feldman commented it really shows that in all departments here that leaders lead by example. Schmidt brought something to that city that needed it, as he has done in St. Francis and Police Chief Todd Schwieger has done in his department, Public Works, Community Development and the others. They all lead by example.

He stated it shows when the right leader is in charge things trickle down.

## **12. COUNCIL MEMBER REPORTS**

Udvig reports on Saturday, May 2, 2022 she attended the Fire Department's Spring into Action event. She stated there was so much going on for everyone in attendance. She stated she hasn't had a lot of time to sit and talk to the fire staff to hear their needs and concerns which aren't specific to St. Francis. She reported she attended the Work Session on May 9, 2022 and yesterday was able to attend the first fundraiser of the St. Francis Ambassador Program. She stated they had a silent auction and other activities. She reported she is continuing her work with the Chamber on Pioneer Days. She reported there are only four volunteers signed up so far for the whole weekend and more are needed. She stated if they want these events, like the fireworks, they need people to help. She stated the schedule is changing as needed. She stated they are looking at what future Pioneer Days will look like if they can't get volunteers to make things happen. She encouraged residents to contact her via phone, email or Facebook. The Chamber has a volunteer sign up on their Facebook page. She reported there was a dog licensing at the police department on the same day as the fire department event. She stated marketing for that could have been better. She reminded residents that it is unsafe to allow children to be at parks by themselves, especially those that have ponds and rivers close by for their safety.

Muehlbauer reported he attended the Work Session last week.

Bauer thanked Finance Director Darcy Mulvihill for her work on the audit. He stated he and his wife signed up to volunteer for Pioneer Day. He stated he thought coming out of COVID may be a factor in the lack of volunteers but that St. Francis needs to come together as a community. He encouraged residents to volunteer this year to get it back on track as a community and relationship building event. He thanked City Administrator Kate Thunstrom for performing outstandingly.

Robinson reported he attended the Work Session on May 9, 2022 where Hwy 47 was discussed. He stated it is a long process which is being considered carefully to ensure it is done right for the safety of the public and inconsideration of residents and businesses nearby. He stated there is a lot of behind the scene work that the elected officials and administrative staff are doing. He stated it is a priority despite delays due to COVID. He stated grant money is available and the project is moving forward. He stated he will be attending the police academy again and felt it was a great program which helps residents understand and appreciate the police department. He reported the building committee met with the architectural firm to discuss plans for the City Hall/ Fire Station which is needed.

Mayor Feldman agreed with Robinson that it is important for the City and the residents. He stated they have been planning for it for quite a while. He reported Miles Britz, the architect from Pearl Architect, passed away on Sunday from cancer. He stated Miles was a great guy and he was sad to hear it. He stated he

talked to his wife this morning.

Mayor Feldman reported he, Parish, and Jeremey will be working out the last details for the Liquor Muni. He stated tomorrow will be one year from the start of the project, May 17, 2021 and now May 17, 2022. He stated it was amazing that a five-month project took a whole year to get lien waivers, manuals, and materials on site. He stated he will not give it up until it gets done. He reported the next two days, May 17 and 18, 2022 he will be working with Public Works on some issues that have to be worked out. They will be doing some changes on the floor of the entryway. The store will not be closed down. They will also be putting in some corners in the retail area, a new threshold in the back by the delivery doors, and finishing the last of the checklist items they have. He commended Public Works Staff for helping him, as all Staff has always done, which is important here. He stated it has taken a long time trying to get this done but it is wrapping up and they finally have the building being designed and used for what it is. Now it is up to John and the staff, after getting some new hires, and now the promotion part, the hard part of promoting the store comes. He leaves it in good hands with John and the staff to do that.

Mayor Feldman expressed thanks for their patience with his cancer. He stated some of the new drugs he is taking are harsh and he has to readjust where he can. He will try to make every meeting. He appreciates their support when he can. He stated he doesn't prefer Zoom meetings but he is doing a couple of meetings that way. He stated he will always try to attend meetings as much as possible but his health is an issue right now. He asked for patience with him as he will try his hardest. The drugs are not user friendly. He stated some days he doesn't want to get out of bed but he will do his best as he has always done and always tries to. He stated as far as the City itself, he is proud to be the mayor and will run for re-election. He stated he will file tomorrow with Jenni. He wants to continue this course of direction they are going with the City because it is a good direction. He wants to see Hwy 47 completed, the City Hall/ Fire Station up, and see the City get to another level of 12,000 people in a responsible way and get some things people want in the City like another grocery store, drug store or Aldi. He stated it is time for the City to have activities so St. Francis residents don't have to go to other cities to enjoy those same activities. They shouldn't have to wait in line at other cities when they can do the same things here. He stated it is time to do that and commended Staff for helping to get to that point. He stated it has been a long hard road and there is a lot of work still to be done but he has no problem dealing with problems with this Staff because they will get the problem solved to the best of their ability. He stated they are finally earning the trust of the public, which has been a lot of hard of work for the last few years but is paying off. The public sees their government is working for them, on their behalf which is important. He stated he doesn't see that at the Federal level and maybe not even at the State level, but he certainly sees it at the City level, which is very good. The work is getting done, it is hard work. He stated they all do hard work, which isn't always seen behind the scenes. From the committees they attend, the Work Sessions they go to, to all

that they do, there is a lot of work behind it. It is all work that gets it to where it is today. There is still more work to do but unlike other Councils they actually do the work and it shows because it is paying off as the City is going in the right direction.

Mayor Feldman announced May 18, 2022 is the invitation to the Siwek Park. He invited everyone to come out to get free ice cream sandwiches and see a whole new park come together. He commended City Administrator Kate Thorstad for getting the grants in order to get this park up and running. He thought it was a big deal to have a safe place for kids to play. He thanked the safety departments for the work they do, being community oriented and creating relationships to build trust with the public. He stated people should never be afraid to call fire, police, public works or any of the Staff. He stated they make this Council look good. He reported he went to the Work Session and agreed with Robinson that Hwy 47 is continuing. A consulting firm was hired based on the recommendation from Commissioner Matt Look, which is going good. The reception of the message depends on the messenger and he hoped MNDot would get that message from WSB that what St. Francis needs is for a road that is safe, has access to existing business and allows future expansion for the commercial base. If that premise is worked on and they can give a road that can benefit the City long term, which is important. He stated they are sticking to those ideals and WSB has that in mindset and he hoped the new options that come forth will benefit on that road for many years to come. He stated the City Hall/ Fire Station is a necessity that could have been avoided if it had been handled differently over the years. Instead of leasing six buildings, if the right building had been purchased at the right time they wouldn't be talking about it now. If they incorporate the uses of today and the needs of tomorrow in that building, along with community activities it will be a real benefit to the City at large which is a big deal. He stated he met with Parish, Colin, Jeremey, and one contract to put in a new roof, rail system and a brick face on the rock face block on the gazebo. They have a wedding scheduled for August 24, 2022 and September 1, 2022 so they are working to get that all updated and maintenance free while keeping the attractiveness of it. But having a roof that will last for many years, 50 years, a rail system that will be maintenance free and a brick façade. He stated they will get the bids together and bring that forth, hopefully well before August. He let them know there is a group working on that. He commended the building committee for their work. He stated he worked with Dave on the site plan analysis and will continue to do that with Dave and Kate to make sure that contract works on both side, and doesn't favor one over the other. He stated the building committee is a good group of people who are asking the right questions, doing the right vetting, and want this project to turn out well.

### **13. UPCOMING EVENTS**

June 6, 2022 – City Council Meeting – 6:00 p.m.  
June 20, 2022 – City Council Meeting – 6:00 p.m.  
July 05, 2022 – City Council Meeting – 6:00 p.m.

**14. ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular City Council at 8:11 p.m.

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Jennifer Wida, City Clerk

DRAFT



## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor & City Council  
**FROM:** Dave Schmidt, Fire Chief  
**SUBJECT:** Accept the Resignation of Firefighter Will Mangan  
**DATE:** June 6, 2022

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**OVERVIEW:**

Effective 06/01/2022, Firefighter Will Mangan has tendered his resignation from the St. Francis Fire Department. Firefighter Mangan first joined the organization on 03/15/2018. Firefighter Mangan served the citizens and community with pride and honor and will be missed by all.

Firefighter Will Mangan is moving to Alaska.

**ACTION TO BE CONSIDERED:**

Motion to accept the resignation of Firefighter Will Mangan.



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor & City Council  
**FROM:** Dave Schmidt, Fire Chief  
**SUBJECT:** Fire Department - Policy Update Section 1.3 Membership Openings  
**DATE:** June 6, 2022

### OVERVIEW:

The fire department is currently reviewing all department policies. Our current policy manual has not been updated since 2017. The changes requested to the fire department policy manual are intended to more closely match the current needs and preferred methods for department operations the today.

The requested changes are to change the verbiage of “Membership Openings” to “Employment Opportunities.” And to remove language regarding “placing an ad in the local newspaper” as there are more relevant ways to connect to perspective applicants.

### **1.3 Membership Openings Employment Opportunities**

When a firefighter opening occurs, and approval to fill the vacancy has been issued by the City Administrator, the Fire Department is to send notice of the following items to the City Council for advising/hiring practices:

- Number of openings;
- Job title(s) of the opening(s);
- When the position is to be filled; and,
- Any special requirements or information regarding the selection process.

The Chief or Assistant Chief will contact prospective applicants with information on file. ~~and will ask the City Clerk to place an ad in the local newspaper announcing the opening(s).~~ This does not exclude the Fire Department from using other means for recruiting firefighters for open or future openings. The Fire Department is responsible for scheduling the following:

- Interview dates;
- Applicant score reviews;
- Final selection meeting; and,



- Medical and psychological examination after making a conditional offer of employment.

**ACTION TO BE CONSIDERED:**

Motion to approve policy changes to Section 1.3 Employment Opportunities.



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** PW/Police Record Clerk Job Description Update  
**DATE:** June 6, 2022

### **OVERVIEW:**

It has been identified that this position requires updates to responsibilities and supervision.

#### **Updates include:**

- Update the title, aligning the title with the majority of the responsibilities
- Currently this position is supervised by four individuals leaving room for communication issues and unclear direction. Updates include:
  - Transfer full responsibility to the PW Director.
  - Workload and time off schedules managed by the PW Director who will in turn work with PD.
  - Responsibilities, given or taken, will be overseen by the PW Director to ensure capacity and performance is being reviewed.
  - PW Director solely responsible for Performance Reviews and disciplinary issues of this position
- Accountability and duties
  - Clarifying the support of the PD dept in the duties
  - Remove outdated and irrelevant duties
  - Add and clarify existing position responsibilities

The changes proposed have been coordinated with the PW Director, PW Supervisors and the Police Chief.

This is a text update related to the job title, duties and supervision. Does not affect pay scale.

### **ACTION TO BE CONSIDERED:**

Council requested to approve updates as proposed by Staff

#### **Attachments:**

- Public Works/Police Records Clerk – edited Position Profile

City of  
ST. FRANCIS

POSITION PROFILE

**Effective Date:** ~~August 2019~~ June 2022

**Position Title:** Public Works/~~Police Records Clerk Office~~ Assistant      **Status:** Non-Exempt

**Department:** Public Works/~~Police~~      **Approved:** \_\_\_\_\_

**Accountable to:** Public works Director      \_\_\_\_\_

**Primary Objectives**

Performs semi-skilled to skilled clerical, receptionist and data entry support for the Streets and Parks, Sewer and Water, Recycling, and ~~Police departments as needed along with related duties as required.~~

**Supervision Received**

Works under the general and technical supervision of the ~~Streets and Parks Supervisor, Sewer and Water Supervisor, Police Administrative Assistant,~~ Public Works Director

**Supervision Exercised**

None.

**MAJOR AREAS OF ACCOUNTABILITY**

- \* 1. Acts as primary receptionist for Public Works/~~Police departments~~; responds to phone, e-mail and in person inquiries; direct calls, take messages, provides information and assistance or refers to another staff member as appropriate.
- \* ~~2.~~ Supports Police Department staff including answering phones, in-person inquires, takes messages and clerical and counter support including filing, copying, mail and record requests
- \*~~23.~~ Assists city staff in updating websites, Facebook, and other social media sights; take minutes at various meetings when needed; assist with events such as spring clean-up, Pioneer Days and other events as needed.
- \*~~34.~~ Under the Public Works Director’s direction, assist with clerical and administrative duties; assists in researching, compiling, arranging, analyzing and interpreting data, developing reports on special projects and technical issues as assigned.
- \* ~~4.~~ Retrieve copies and provides police reports to the public in accordance with strict guidelines on what can be released and when; calculates and collects appropriate fee and prepares receipts.
- \* 5. Performs general clerical support work including: typing or transcribing a variety of documents, letters, reports and memos, statements, maintaining records and files in accordance to the Record Retention Schedule for MN Cities, scanning, copying, printing, faxing, handling incoming and outgoing mail and retrieving data or documents and disposal of.

- \* 6. Establish and maintain a professional and positive image with the public by responding to requests for services and complaints in a professional, pleasant and tactful manner.
- \* 7. Maintain records of inspections to ensure proper safety in the City Water and Wastewater Systems, Streets, Parks, Recycling and Maintenance work areas. Primary staff person for scheduling of all water and sewer inspections.
- \* 8. Processes forms, records and files; assist in compilation of statistical data for reports, surveys, and city newsletters; prepares, assembles and distributes memoranda, letters, information, and other communications.
- \* 9. Issues snowmobile permits and dog licenses ~~\_; verifies identification and insurance and signs off on impounded vehicles authorizing release.~~
- \*10. ~~As position develops; May provide~~ Provide information to OPUS or contractual services for water and sewer billing and receive information on late payments; process late notices and arrange for water shutoffs or reinstatement of service. Track and report all commercial water/sewer billings. Primary contact for OPUS and contractual services regarding work orders, high readings, water leaks, and investigations into customer complaints.
- \*11. ~~As position develops; May be~~ Position is required to use more advanced computerized programs, such as asset management and mapping software.
- \*12. Track, ~~enforce and~~ and report ~~code enforcement violation and~~ Stormwater ~~violations to the~~ ~~MPCA as needed including~~, sending out violation notices ~~and citations~~.
- \*13. ~~May be designated the role of~~ Designated Safety Program manager and this position is responsible to schedule and attend meetings, ~~record minutes and retain in Laserfiche~~, manage associated documents and manuals, and ensure employee training.
- \*14. Assist the Recycling Coordinator in overall program management which may include but is not limited to creating materials, coordinate printing of materials, and ensure mailings of such materials.
- \*15. Administer permits related to utilities, right of way or other public works related functions.
- \*16. Process facility use permit applications. Accept and track as necessary the reservations for city facilities including the ice rink, parks and related facilities
- \*17. Work with Finance Department on issues related to utility billing
- \*18. Performs other duties as needed or assigned.

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

- \* ➤ Ability to learn and develop a working knowledge of Public Works ~~Police Department's~~ policies and procedures as it pertains to administrative support work.

- \* ➤ Considerable ability to detect and correct errors in both written documents and data entry and to maintain accurate records and files.
- \* ➤ Considerable ability to maintain confidentiality and to read, understand and follow policies and procedures on appropriate release of information.
- \* ➤ Understand how standard office equipment works, including document imaging and have the ability to learn/utilize GIS software.
- \* ➤ Considerable ability to promote and provide excellent customer service and to communicate effectively with City staff and the public.
- \* ➤ Ability to manage time while performing duties for several departments.
- \* ➤ Ability to perform work that may require bending, crouching, and pushing/pulling to retrieve documents, lifting and carrying of files and sitting to perform data entry for long periods of time.

**MINIMUM QUALIFICATIONS**

- Experience working in responsible office setting, including receptionist, data entry, word processing and operation of standard office equipment.
- Must obtain and maintain a notary certification.
- Must successfully complete Safety Awareness Training within 6 months of employment and maintain thereafter.

\* Note: Asterisked items are essential to the job.



## CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Temporary Animal Control Service  
**DATE:** June 6, 2022

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### **OVERVIEW:**

On May 16<sup>th</sup> City Council approved the release of a Request for Proposals (RFP) to obtain quotes for animal control services to serve the City of St. Francis with a deadline of June 10<sup>th</sup>. Due to the late notice of termination of services by North Metro Animal Care and Control it was necessary to solicit a temporary animal control service provider until a permanent solution is found through the RFP process. Through the search there were two animal control and boarding services that showed interest in serving as the City's temporary animal control service provider: Gratitude Farms and Canine Country Club. The recommendation will be to move forward with Canine Country Club to provide temporary animal control services to the City of St. Francis until the completion of the RFP process. A Temporary Animal Control Officer Letter of Understanding has been prepared and agreed to by Canine Country Club. Effective May 31<sup>st</sup>, 2022 the City will utilize the services of Canine Country Club as needed until a permanent provider is implemented.

### **ACTION TO BE CONSIDERED:**

City Council ratification of the Temporary Animal Control Officer Letter of Understanding between the City of St. Francis and Canine Country Club.

### **BUDGET IMPLICATION:**

There will be a \$350.00 monthly retainer fee to utilize the services of Canine Country Club paid out of the general fund. Other fees which are the responsibility of the animal owner are displayed in the attached proposal.

### **Attachments:**

- Temporary Animal Control Officer Letter of Understanding, Temporary Animal Control Service Proposal.



## TEMPORARY ANIMAL CONTROL OFFICER

### LETTER OF UNDERSTANDING

This letter of understanding, acknowledged this 21<sup>st</sup> day of May, 2022, by and between \_\_\_\_\_ K9 Country Club hereinafter referred to as "Temporary Service Provider", and the City of St. Francis, 23340 Cree Street NW, St. Francis, Minnesota 55070, hereinafter referred to as "City".

This letter of understanding is for temporary animal control officer duties that the between the parties set forth below, and for the consideration stated herein, mutually agree as follows:

- Temporary Service Provider shall furnish on a temporary basis all labor, equipment and services performed for the jobs of dog catcher and confining dogs for the City, as set forth below in an efficient and workmanlike manner in accordance with this Agreement. Temporary Service Provider shall comply with all federal, state and local laws and ordinances in performing the duties as specified herein.
- Temporary Service Provider's Duties: Temporary Service Provider shall on a temporary basis, upon request of the members of the Police Department or the City Clerk's office, take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance or Minnesota State Statute. All apprehensions of dogs directed by members of the Police Department or the City Clerk's office shall be in an efficient, workmanlike and humane manner. Temporary Service Provider agrees to use snares to capture the dogs. Temporary Service Provider shall supervise the drafting and service of appropriate notice when a dog has been picked up, and deliver notice to the City Clerk for further posting, as required, pursuant to St. Francis Code 8.05, Subd. 8.
- Temporary Service Provider shall take all reasonable and necessary steps to control, kennel and care for dogs taken into custody by the City in a humane manner. The Temporary Service Provider agrees to comply with all state laws regarding waiting periods on dogs taken into custody. It is specifically made part of this Agreement that the nature of services to be provided by Temporary Service Provider shall include providing a place for each dog to stay; together with the provision of food, water and walking/exercising the dogs. Temporary Service Provider shall also provide medication for the needs of any dogs in its care. Temporary Service Provider will also transport all dogs to the veterinarian or rescue party at the end of the five day period each unclaimed dog is required to be held pursuant to City Ordinance. The five day holding period shall not include weekends or holidays. If a dog that has bitten a person is impounded, that dog must be kept apart from other animals and observed for a period of 10 days, during which time Temporary Service Provider shall notify the City of signs of any transmittable diseases.
- It is understood, pursuant to this Agreement, that Temporary Service Provider shall bring all dogs caught directly to Temporary Service Provider's kennel at 18753 Cleveland Rd NW, Elk River, MN 55330. Temporary Service Provider will provide services for the City of St. Francis seven days a week, twenty-four hours per day.


- **Compensation:** Temporary Service Provider shall receive a sum from the City pursuant to Exhibit A (K9 Country Club Proposal) which is attached to this agreement for any and all services related to the pick-up of dogs.

Temporary Service Provider will provide the City with an expense sheet at the end of any applicable month during the performance of temporary services showing:

- the number of animal pickups in that month;
  - the number of late animal pickups (defined as pick ups occurring between 6 p.m. and 8 a.m.)
  - the number of animals and days that Temporary Service Provider boarded animals in that month that have not been subjected to a "Declaration of Dangerous Dog," or a dog that needs to be quarantined for any reason.
- **Licensing and Certification:** Temporary Service Provider hereby agrees to maintain all Professional Licensing and Certification required by local, state and federal law, and/or Association for Dog Catchers and Dog Kennels.
- **Relationship of Parties:** The parties intend that an independent Temporary Service Provider relationship will be created by this Agreement on an as needed temporary basis. The City is interested only in the results to be achieved, specifically; the caring for dogs not restrained with City limits, and the conduct and control of the work will rest solely with the Temporary Service Provider. Temporary Service Provider is not to be considered an agent or employee of the City for any purpose, and the employees of Temporary Service Provider, if any, are not to be considered employees of the City, and are not entitled to any of the benefits that the City provides its employees.
- **Liability Insurance and Indemnification:** The services to be performed by Temporary Service Provider pursuant to this Agreement will be performed entirely at Temporary Service Provider's risk, and Temporary Service Provider assumes all responsibility for the use and condition of tools and equipment used in the performance of Temporary Service Provider's duties, efforts and work as a dog care provider. Temporary Service Provider further agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement, including costs and attorney's fees.
- **Insurance:** Temporary Service Provider agrees to maintain in full force and effect general liability coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate naming City as an additional insured on the policy. The policy must state that the insurance company must give written notice to the City thirty (30) days prior to canceling the insurance contract. The initial policy and any subsequent changes in the insurance policy must be approved by the City.
- **Temporary Services.** The services contemplated under this letter of understanding as for temporary services as the City of St. Francis issues a Request for Proposal for permanent animal control services.

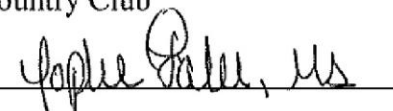
- Termination: The City may terminate the animal control services upon 10 days notice to the Temporary Service Provider.
- Temporary Service Provider shall be responsible for providing all tools and equipment necessary to perform its duties as the City dog kennel. The City will not provide office space to Temporary Service Provider for services as dog care provider. Temporary Service Provider shall also provide appropriate kennels for the retention of dogs caught by Temporary Service Provider until appropriate disposition can be made for each such dog retained.
- At all times during the course of this Agreement, and upon termination of this Agreement by either party, all files, documents and records relating to performance of dog caring by Temporary Service Provider shall remain the property of City, and shall be provided to City at any time upon its request to Temporary Service Provider. Temporary Service Provider shall maintain records as required by St. Francis Ordinance 8.05.
- Pursuant to the provisions of Minn. Stat. Sec. 13.05, Subd. 11, Temporary Service Provider understands that all data created, collected, received, stored, used, maintained, or disseminated by Temporary Service Provider in performing these functions and under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act as if it were a government entity.

CITY OF ST. FRANCIS

By:   
Kate Thunstrom, City Administrator

TEMPORARY SERVICE PROVIDER  
K9 Country Club

Dated: 5/27, 2022

By: 

2409434\_1

PROPOSAL

CLIENT	CONTRACTOR
City of St. Francis	K9 Country Club
_____	(the "Contractor")
(the "Client")	

EXECUTIVE SUMMARY

K9 Country Club has 60 repeat customers and 90 5-star-reviews from families who have boarded their dogs. K9 Country Club intends to work 24/7, on-call to obtain dog(s) from the police station and then transport the identified dogs to our licensed kennel, where the dogs will be cared for on the following schedule:

K9 country club daily schedule

- 8:00 - 9:00 stretches and snuggles, free play in the park, breakfast
- 9:00 - 9:20 play for reactive dogs individually
- 12:00 - 1:00 free play in the park, treat time
- 1:00 - 1:20 play for reactive dogs individually
- 4:00-5:00 free play in the park, dinner, even more snuggles
- 5:00 - 5:20 play for reactive dogs individually
- 8:00 - 9:00 free play in the park, snuggles and soft music
- 9:00-9:20 play for reactive dogs individually
- 9:30 -- tucked in, good nights to all, lights out

PROJECT OVERVIEW

The Client is seeking services for the following: To offer full boarding services to the identified dog(s) for the city of St. Francis until the owners of the dog collect them at the boarding facility or arrange for K9 country club to deliver the dog for a fee. K9 Country Club intends to offer up to 5 days of boarding (excluding weekends) for the collected dogs. If no arrangements for collection have been made within the five days, any impounded dogs not collected by the responsible party will be surrendered to the Animal Humane Society at 1411 Main St NW, Coon Rapids, MN 55448. dog owners will be responsible for the listed charges, excluding the retainer fee for the city of St. Francis. This proposal outlines the Contractor's qualifications, services, and estimated costs for completing the proposed project.

**TIMELINE**

The Contractor can start work on May 24, 2022.

**PROFESSIONAL CERTIFICATIONS**

- City of Elk River Kennel Licensure
- The Hartford: General Liability Insurance up to \$1,000,000 per claim, \$2,000,000 aggregate:  
(Policy #: 46SBUAS7C9A)
- The Hartford Insurance must give written notice to the City thirty (30) days prior to canceling the insurance contract.

**CLIENT TESTIMONIALS**

"Travis & Sophi have been absolutely wonderful with our girls Nessa & Tessa. We have peace of mind knowing they are loved & cared for there! They are always our first choice to watch our girls when we're out of town or for a day of day care. They is a HUGE fenced area for them to run & play. And the barn stalls are roomy & comfy accommodations. Highly recommend." — Eling P.

"This is Prime's second visit with Travis and Sophia. He was treated well and had so much fun running around in the huge fenced in space. He really enjoyed his time here and was excited to come back. We will keep boarding Prime here." — Celeste C.

**INVESTMENT**

All services and associated costs are outlined in the following pricing table:

Services	Price
0-24 hours of dog boarding at K9 Country Club	\$29.00 per calendar day
Impound fee	\$50.00
late pickup fee (before 6am and after 8pm)	\$20.00
Delivery fee to owner	\$30.00
Dog supplies (food)	\$5 per meal

Costs to the City to St. Francis: retainer fee	350/Month
--	-----------

## TERMS

- K9 Country Club shall receive a sum from the City of St Francis as listed below as a retainer for providing any and all services related to the pick-up of dogs:  
**\$350 month, includes any and all animals** that the police department contacts K9 Country Club to to request assistance with.
- The pricing in this proposal is valid for up to 5 days of boarding (excluding weekends) at the cost of the dog owner.
- K9 Country club is responsible for any fees associated with surrendering the dog and shall furnish all equipment and labor necessary to collect, transport and board and/or surrender the identified dog(s).
- K9 Country club will provide the City with an expense sheet at the end of any applicable month during the performance of services showing:
  - the number of animal pickups in that month;
  - the number of late animal pickups (defined as pick ups occurring between 6 p.m. and 8 a.m.)
  - the number of animals and days that dogs who exhibited aggressive behaviors leading to biting incidents were boarded
- Intends to provide services for the City of St. Francis seven days a week, twenty-four hours per day.
- Dogs who present as reactive will receive a private socialization and exercise time with only staff members of K9 Country Club, after the general dog guests.
- All scheduled medication will be stored in the locked office and administered on the prescribed schedule.
- Impounded dogs who exhibit aggressive behavior that leads to biting incidents, prior to boarding, will be held at K9 Country Club for a minimum of (10) days as the condition of the bite is assessed and reported to the City of St. Francis.
- K9 Country Club shall submit an invoice for services and monthly reports no later than the 10th day of the following month. The City shall be paid by the City within thirty (30) days of receipt.

## NEXT STEPS

To discuss your project further and formalize this agreement, please reach out at:

### K9 Country Club

- (651) 373-0566
- sflhcfs@gmail.com





## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Police Officer Conditional Offer of Employment  
**DATE:** June 6<sup>th</sup>, 2022

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### **OVERVIEW:**

During the department's most recent hiring process which began in April of 2022 several candidates submitted applications for employment and participated in multiple interviews. All candidates were scored and an eligibility list was created. During that process candidate Gerry Chanthapanya placed first on the list. After consulting with staff a conclusion was reached to recommend that Gerry Chanthapanya move forward in the hiring process to fill one of two vacancies created by recent resignations. On May 27<sup>th</sup>, 2022 Gerry met with Chief Schwieger and signed a conditional offer of employment which is contingent upon City Council approval and a complete background investigation including a psychological exam and medical screening. Gerry was offered to start at step 1 of the current police officer pay scale.

City Council has already previously approved the department to fill police officer vacancies and return the department to 12 licensed officers. The decision has been reached not to pursue any additional candidates from the most recent hiring process. The department will be re-posting to fill the remaining police officer vacancy during the week of June 6<sup>th</sup>.

### **ACTION TO BE CONSIDERED:**

Motion to authorize hiring police officer candidate Gerry Chanthapanya at step 1 of the police officer pay scale contingent upon the successful completion of a complete background investigation including a psychological exam and medical screening.

### **BUDGET IMPLICATION:**

The department is currently budgeted for 12 licensed police officers which the police department operating budget accounts for.

### Attachments:

- Signed Conditional Offer of Employment.

May 27th, 2022

Gerry Chanthapanya

RE: Conditional Offer of Employment

Dear Gerry;

Congratulations, you have made it to the next phase of the hiring process to be a full-time police officer with the City of St. Francis. We would like to extend a conditional offer of employment. This conditional offer is contingent upon the approval of the St. Francis City Council, a satisfactory completion of a thorough background investigation, physical screening, and psychological examination.

Your base salary will start at \$27.92 per hour which is Step 1 of the current police officer union scale. This is subject to deductions for taxes and other withholdings as required by law or City policy. Per City policy the probationary period for new Officers will be 12 months.

In addition to compensation, as a City employee you are also eligible to receive the following:

- Vacation accrual: 80 hours per year, or 3.08 hours per pay period which increases with years of service.
- Sick: 12 days per year or 3.69 hours per pay period.
- Holiday Bank: 92 hours per year.
- Health Plans, Dental Plans, Life Insurance, Short and Long-Term Disability.
  - The city pays for 100% of employee's single health plan coverage and 66% for dependents.
  - The city pays for 100% of employee single coverage dental plan. Employee pays 100% for dependents.
  - The City offers a \$50,000 Life Insurance policy for the employee at no cost to employee.
- Initial uniforms and equipment per union contract provided by the City.

Police Officers work non-traditional schedules, including nights, weekends, holidays, and are subject to call-backs and reporting for duty on short notice.

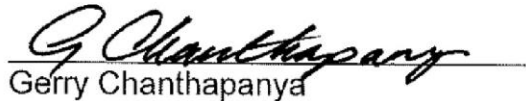
Your start date will depend on successful completion of the background investigation, including physical and psychological evaluations.

If these terms are acceptable to you, please sign below and return to Chief Schwieger. We look forward to having you join our team and believe you will find this opportunity both challenging and rewarding.

Sincerely,



Todd Schwieger  
Police Chief

  
Gerry Chanthapanya

Date 5/27/22



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** City Building Pre-Architectural Services  
**DATE:** June 6, 2022

### **OVERVIEW:**

At the April 18<sup>th</sup> meeting, Council accepted the RFP from Brunton Architect to work with the city on the design phase of a future city hall and fire station building.

At the Council meeting on May 2<sup>nd</sup>, it was determined that additional clarification was required on the contract so it was pulled from the agenda and requested of Brunton to update a couple areas of the contract.

This step is not a commitment to build but to review the site and space of a future building. Attached is the contract to move forward with those steps. The Contract has been reviewed by Legal.

### **ACTION TO BE CONSIDERED:**

Staff recommends Council review and approve the attached contract for Pre-Architectural services.

#### **Attachments:**

- AIA Standard Agreement between Owner (City of St. Francis) and Architect (Brunton)

# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the twelfth day of April in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of St. Francis  
23340 Cree Street NW  
St. Francis, Minnesota 55070  
Telephone Number: 763-753-2630

and the Architect:  
(Name, legal status, address and other information)

Brunton Architects & Engineers S - Corporation  
225 Belgrade Ave  
North Mankato, MN 56003

for the following Project:  
(Name, location and detailed description)

City Hall, Fire Station and Community Use Space  
Bridge St  
St. Francis, Minnesota, 55070

Pre-Design professional services for a new City Hall, Fire Station, and Community Use Space.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:  
*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

This contract includes Pre-design Architectural professional services which include comprehensive document review of the studies performed to date, conduct site analysis of the proposed project location, and develop a formal pre-design report/needs analysis with probable cost estimates for the complete project scope. Provide a detailed building programming and space needs analysis for the Community use space.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

Init.



party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000) for each occurrence and Two Million Dollars and no cents (\$2,000,000) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Policy limits of not less than One Million Dollars and no cents (\$1,000,000) per claim and One Million Dollars and no cents (\$1,000,000) in the aggregate for bodily injury and property damage along with any statutorily required coverage.

.3 Workers' Compensation

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000).

.4 Professional Liability

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

(Paragraphs deleted)

§ 3.4 Construction Phase Services

§ 3.4.1 General

(Paragraphs deleted)

§

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Exhibit A rates are valid for 12 months from date of this agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

(Paragraph deleted)

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

Init.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

*(Paragraph deleted)*

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

*(Paragraphs deleted)*

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☐

Arbitration pursuant to Section 8.3 of this Agreement
- ☒

Litigation in a court of competent jurisdiction
- ☐

Other: (Specify)

Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration.  
Claims or disputes with a monetary value greater than above shall be resolved by litigation in court of competent jurisdiction.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.



§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

*(Paragraphs deleted)*

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Owner shall pay Architect 10% of remaining fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11    COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1    Stipulated Sum  
      *(Insert amount)*

.2    Percentage Basis  
      *(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3    Pre-Design Architectural Professional Services  
      *(Describe the method of compensation)*

1.    Comprehensive Document Review (City Hall & Fire Station) - \$4,500.00

2.    Site Analysis (City Hall & Fire Station) - \$12,500

3.    Pre-Design Report/Needs Analysis (City Hall & Fire Station) - \$3,000

4.    Programming/Space Needs Analysis (community use space) - \$4,500
- § 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*
- Compensation shall be based on the Architects current cost rates- See Exhibit A
- § 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*
- Additional Services compensation shall be based on the Architects current cost rates- See Exhibit A
- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.
- § 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: N/A
- (Table deleted)*
- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
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§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit A- 2022 Brunton Architects & Engineers Hourly rates

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Two Thousand Dollars (\$ 2,000.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5% % Monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this agreement.)*
- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*  
  
Exhibit A- 2022 Brunton Architects & Engineers Hourly rates
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

Steve Feldman Mayor  
*(Printed name and title)*

Corey Brunton, President / CEO  
*(Printed name, title, and license number, if required)*

Init.



CITY COUNCIL  
AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Turtle Ponds 4<sup>th</sup> Addition – Development Agreement  
**DATE:** June 6, 2022

**OVERVIEW:**

The original Turtle Ponds 4<sup>th</sup> Addition Development Agreement was approved by Council on March 2, 2020 along with the Final Plat. Since that time, the property and development plan were sold to a new developer to complete the project. As a documentation step, Staff is requesting an update to the Agreement to reflect the new owners be approved. The updated Development Agreement has been reviewed by Planning, Engineering and Legal.

**ACTION TO BE CONSIDERED:**

Council requested to approved the Turtle Ponds 4<sup>th</sup> Addition Development Agreement with BlueWaters – Turtle Ponds- St. Francis, MN LLC.

Attachments:

- Development Agreement, Turtle Ponds 4<sup>th</sup> Addition

**DEVELOPMENT AGREEMENT  
TURTLE PONDS 4<sup>TH</sup> ADDITION**

This Development Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and Bluewaters-Turtle Ponds-St. Francis, MN LLC., a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of TURTLE PONDS 4<sup>TH</sup> ADDITION on March 2, 2020, said plat legally described in **Exhibit A** attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved thirteen (13) additional lots in this fourth addition; and

WHEREAS, the proposed plat contemplates the dedication of certain streets and roads to be constructed in accordance with applicable ordinances and standards, and with the plans and specifications prepared by the Developer's Engineer as provided herein as **Exhibit B**, which the Developer has reviewed and agrees to be bound by, which is made a part hereof; and

WHEREAS, the proposed plat contemplates the construction of a sanitary sewer, water service and drainage facilities by the Developer within the Property, and with the plans and specifications as provided herein as Exhibit C, which the Developer has reviewed and agrees to be bound by, which is made a part hereof; and

WHEREAS, the City requires that the water, and sewer and drainage facilities constructed upon the Property meet the City's quality standards; and

WHEREAS, the Developer desires that after it completes the construction, the City will accept and maintain said water and sewer facilities that serve said plat; and

WHEREAS, the City requires certain security hereunder to guaranty the proper construction of said streets and road, trails, water and sewer, and drainage facilities and the payment of all costs for labor and materials incurred in connection therewith; and

WHEREAS, the Developer has fee simple title to the property legally described in Exhibit A; and

WHEREAS, the Developer agrees to be fully bound by the terms and conditions of this Development Agreement (hereinafter referred to as “Development Agreement” or “Agreement”).

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will provide all labor and materials and construct streets, roads, sidewalk, trails, water and sewer and drainage facilities to adequately serve the plat of TURTLE PONDS 4<sup>TH</sup> ADDITION and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

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

2.     **Conditions of Plat Approval.** The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the March 2, 2020, final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plans, final grading and storm water plans. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations if any, as a condition of plat approval telephone, electric and gas utility lines are to be placed underground in accordance withal applicable City ordinances; driveways should be located so as to preserve as many trees as possible; addresses for each individual home shall be posted at each driveway entrance; street signs shall be required at all intersections at Developer’s expense.

3.     **RIGHT TO PROCEED.** Within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) the necessary security has been received



by the City; 4) final engineering and construction plans and Storm Water Pollution Prevention Plan have been delivered by Developer to city engineer and the engineer has approved; 5) Developer has obtained all necessary permits from all federal, state and local governmental entities; 6) Developer has submitted to City the Insurance Binder required herein; and 7) the City’s administrator has issued a letter that conditions 1 through 6 herein have been satisfied and that the Developer may proceed. Provided items 1 through 6 have been satisfied, the City Engineer may issue the Developer a letter authorizing the Developer to grade the site (including reasonable tree removal).

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

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

The plans are:

- Plan A:           Final Plat of Turtle Ponds 4<sup>th</sup> Addition, prepared by Carlson McCain
- Plan B:           Grading, Development & Erosion Control Plans for Turtle Pond 4<sup>th</sup> Addition, dated 4/23/20, prepared by Carlson McCain
- Plan C:           Sanitary Sewer, Watermain, Storm Sewer and Street Construction Plans for Turtle Ponds 4<sup>th</sup> Addition, dated 4/23/20, prepared by Carlson McCain
- Plan D:           Specifications for Turtle Ponds 4<sup>th</sup> Addition, dated October 28, 2019, prepared by Carlson McCain

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

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

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 24 shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's Engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City offices with all parties concerned, including the City staff, to review the program for the construction work. A complete set of reproducible "As Built" utility and grading plans shall be prepared for the City Engineer. The Developer shall provide electronic AutoCAD files to the City Engineer for preparation of the “As Built” plans. A complete set of “As Built” grading plans shall be prepared by the Developer’s Engineer. The cost of preparing these plans shall be paid for by the Developer.

The Developer also agrees to design all streets and roadways to meet thirty (30) miles per hour design standards and acknowledges and agrees that a minimum of a three hundred (300) foot radius or approved super elevated curve is required to meet this standard. The Developer will submit thickness design calculations to verify that the proposed pavement thickness is acceptable to the City.

The Developer will also submit a signage plan for review and determination of sufficiency by the City.

**7. Security.** To guaranty the compliance with the requirements, provisions, limitations and terms set forth in this agreement, and the installation and construction of improvements in a good and workmanlike manner, pursuant to the plans and specifications and the requirements of the City Engineer, and payment of the costs of all improvements, the Developer shall furnish and deliver to the City a letter of credit, in the form attached hereto (or as deemed acceptable by the City) from an FDIC insured bank ("security") prior to beginning any construction within the plat. The letter of credit shall renew automatically until released by the City. The amount of the security includes all the security requirements set forth in this Agreement and was calculated as follows:

CONSTRUCTION COSTS:	
Sanitary Sewer	\$ 110,900.00
Water Main	\$ 115,900.00
Storm Sewer	\$ 45,800.00
Streets	\$ 115,600.00
Grading	\$ 118,000.00
Restoration and Erosion Control	\$ 17,800.00
Construction Total	\$524,000.00
125% of Construction Total	\$655,000.00

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. The Developer may apply to the City Council of the City for a reduction of the security once per month commencing 30 days after the permit for the Sanitary Sewer is issued. The City Council shall respond to this request within 30 days of receipt of the Application for Reduction of Security. Upon receipt of proof satisfactory to the City that work has been completed to the quality as

required by the City, and that the Developer has taken all steps necessary to ensure that no liens will attach to the plat, and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time up to ninety percent (90%) of the financial obligations that have been satisfied, as determined by the City in its sole discretion. Ten percent (10%) of the amounts certified by the Developer’s engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required “as constructed” plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. Reductions in the security will be based on the actual work completed based on the bids submitted to the City.

**8. Summary of Cash Requirements.** The following is a summary of the cash deposit under this Agreement which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Section 24 Escrow (Engineering, City Administration, Legal Expenses)	\$20,000.00
plus charges already on record and incurred by the City	
Park Dedication (\$100 x 13)	\$ 1,300.00
Sanitary Sewer Trunk Line Charge (\$4,150 x 2.99 net acres)	\$12,408.50
Water Trunk Line Charge (\$2,956 x 2.99 net acres)	\$ 8,838.44
<b>TOTAL CASH REQUIREMENTS</b>	<b><u>\$42,546.94</u></b>

**Plus charges already on record and incurred by the City**

The City will utilize the Section 24 Escrow to pay all bills associated with this project. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of completion of all project warranty periods. If it appears that the actual costs incurred will exceed the estimate, Developer and City shall review the costs required to complete the project and Developer shall deposit additional sums with the City.

**9. Responsibility for Costs.**

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat, as well as preparation of record drawings.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its

officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees and costs.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, as outlined in Sections 7, 8, 19, 20, 21 and 24 herein, referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

F. In addition to the charges herein and special assessments referred to the herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges ("SAC"), City water access charges ("WAC"), park dedication fees, and building permit fees.

**10. Erosion Control.** Before the site is graded and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in the area. Except as otherwise provided in the erosion control plan, seed shall be certified oat seed to provide temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not timely comply with the erosion control plan and schedule or supplementary instructions received by the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not effect the Developer's obligations or City's right hereunder. If the Developer does not reimburse the City for any cost the City incurred for such within thirty (30) days, the City may draw down the letter of credit (referred to in Section 7) to pay any costs. No development will be allowed and no building permits or occupancy certificates will be issued unless the plat is in full compliance with the erosion control requirements.

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

**11. Streets and Sidewalks.** A private internal road network shall provide access to each of the proposed lots. The streets within the private road network shall be constructed in accordance with the MnDOT design standards and the approved plans. A concrete curb and gutter shall be constructed on each side of the streets within the Subdivision and the face of the curb shall be at

least twelve (12) feet from the center line of the street. The curb design shall be of a type approved by the City.

## **12. Sanitary Sewer System.**

- a. Initial Construction. The Developer agrees to construct the sanitary sewer system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications. The City Engineer shall make periodic site visits during the work to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections.
- b. Maintenance of the sanitary sewer system. The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

## **13. Water System.**

- a. Initial Construction. The Developer agrees to construct the water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer shall make periodic site visits during the work to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections.
- b. Maintenance of the water system Improvements. The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

## **14. Storm Water Improvements.**

- a. Initial Construction. The Developer agrees to construct the storm water drainage facilities for the project, including the infiltration basins / storm water ponds and

stormwater pipes and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.

- b. Warranty. The Developer agrees to warrant the storm water Improvements against defects in labor and materials for a period of two (2) years from the date of completion. During such period, the Developer agrees to repair and replace any storm water Improvements which show signs of failure, normal wear and tear excepted all as determined by the City in its reasonable discretion. If the Developer fails to repair or replace the defective storm water improvements during the warranty period, the City may repair or replace the defective storm water improvements and may use the Letter of Credit, as described below, to reimburse itself for such costs if the repair is made while the Letter of Credit is still posted with the City or charge the Developer for said cost. The Developer agrees to reimburse the City, within 30 days of notice thereof, fully for the costs of the repairs or replacement if the cost thereof exceeds the remaining amount of the Letter of Credit.
- c. Maintenance of the Stormwater Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall complete inspections of the Stormwater Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the basins, and removal of sediment and/or debris in the basins. The Developer acknowledges that the stormwater improvements associated with this project includes infiltration basins for stormwater treatment and volume control. If, at any time, the infiltrating ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- d. Permanent Access and Maintenance Easement. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Stormwater Improvements as set forth in this agreement.
- e. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the



Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

15. **Clean Up.** The Developer (and Home Builders) will keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from work. The Developer shall promptly clean dirt and debris from streets resulting from construction work by the Developer, its agents, assigns or purchasers of lots in the plat. If the streets are not cleaned within five (5) calendar days after notice to the developer, the City will undertake the cleaning of the streets and charge the cost of the street cleaning back to the developer.

At the completion of the work, the Developer (and Home Builders) will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment, machinery, and surplus materials, and will leave the site clean. The Developer (and Home Builders) will restore to their original conditions (including topsoil and seed), those portions of the site not designated for alteration by the Agreement Plans.

16. **Time of Performance.** The Developer shall install all required public improvements and private improvement except the final wear course in accordance with the approved Plans by October 31, 2022. The final wear course on streets shall be installed between August 15 and September 15 the first summer after the base layer of asphalt has been in place for one freeze thaw cycle. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course shall be constructed by October 15, 2023. Requests that are not in writing will have no effect on Developer's time of performance. Work on the Improvements to the Property shall be performed

between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday.

17. **Title of Plat.** The Developer hereby warrants that it is the full fee owner of the development as of the time of the filing of the final plat for the development, and that any encumbrances will be junior to this Agreement. The Developer agrees to obtain a consent to plat and dedication of streets to City from all mortgagees on the property before the plat will be executed by the City.

18. **Claims.** In the event that the City receives claims from labor or materialmen that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers or materialmen are seeking payment out of the financial guarantees posted within the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 150% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorney's fees pursuant to this Agreement. The City will endeavor to notify the Developer of its intention to draw down the letter of credit. The City will give the Developer five (5) days notice, unless the security will expire within thirty (30) days, to deposit with the court an equal amount of cash in lieu of the City drawing down the letter of credit.

19. **Park and Trail Dedication and Improvements.** The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. As determined by earlier additions of this development, the public golf course that was created as part of the original PUD is included in the park dedication calculations of this development. Therefore, a reduced park dedication fee is required for new lots. The Developer shall be providing cash to satisfy its park dedication requirement. Developer shall dedicate 0% of the required 10% park dedication requirement by providing land for a park; the Developer agrees to dedicate 0 acres of land in the fourth addition and pay \$100/unit for each lot in the fourth addition. Specifically, for this fourth addition, in addition to the dedication of 0 acres as park, Developer shall pay \$100 x 13 lots or \$1,300. Developer shall also be required to satisfy its park dedication requirement for all subsequent phases of this development at the time it plats that property. The Developer shall pay all park dedication fees in advance of filing of the plat.

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

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

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

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

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

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

22.     **Construction of Model Homes.** The Developer shall be permitted to construct one (1) model home on the Property. Developer may commence construction of this model home only after the requirements of paragraph 3 above has been complied with and the streets have been completed except for the asphalt (a gravel street is in place). The Certificate of Occupancy for the

model home will not be issued by the City until the Developer has completed the installation of the first lift of asphalt on the streets within this first phase of the Property and all other improvements are complete and accepted by the City.

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

24. **City Engineering Administration and Construction Observation.** Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering, administration and legal costs incurred by the City. City engineering and administration will include monitoring of construction, plat review, plan review, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$20,000.00 escrow plus payment of charges already on record incurred by the City, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the work has been completed and the Developer has fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Paragraph 11 for erosion control prior to final inspection.) Legal fees shall include drafting of this Development Agreement and other associated documents for this Development title review and advice and counseling with the City Engineer, City Administrator and City staff. In the event that work is performed on the Property by a consultant of the City, the City shall provide to Developer itemized billing statements showing the time spent, name of company performing the work, and a general description of the work performed.

25. **Miscellaneous.**

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further

represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

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

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

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

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

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

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

H. This Agreement shall run with the land and shall be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property;

that there are no unrecorded interest in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

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

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

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

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

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

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

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

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

Bluewaters -Turtles Ponds – St. Francis, MN LLC.  
17029 Vickers St NE  
Ham Lake, MN 55304

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

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

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

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

**SIGNATURES APPEAR ON NEXT PAGE**



**CITY:**

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**DEVELOPER:**

**BLUEWATERS – TURTLE PONDS – ST. FRANCIS, MN LLC**

By: \_\_\_\_\_  
Donald Patnode

Its: President

[illegible]

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the President of Bluewaters – Turtle Ponds – St. Francis, MN LLC., a Minnesota Limited Liability Company, on behalf of the company.

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Notary Public

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

1998925\_1

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

**EXHIBIT B**

**PLANS AND SPECIFICATIONS  
FOR STREETS WITHIN PLAT OF  
TURTLE PONDS 4<sup>TH</sup> ADDITION**

**EXHIBIT C**

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

**EXHIBIT D**

**SOIL EROSION CONTROL PLAN AND SCHEDULE**



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** Payment of Claims  
**DATE:** June 6, 2022

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### **OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$247,361.14 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-\$816.36

### **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:

- 06-06-2022 Packet List-\$247,361.14
- 06-06-2022 Manual Checks-\$816.36



CITY OF ST FRANCIS

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\*Claim Register©

AP 06-06-2022

May 2022

**Claim Type**

Claim#	14588	ANOKA COUNTY FIRE PROTECTIO				
Cash Payment	E 101-42210-433	Dues and Subscriptions	ANNUAL MEMBERSHIP DUES			\$460.00
	Invoice	213				
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$460.00

**Claim Type**

Claim#	14641	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-41410-580	Computers	JOINT POWERS AGREEMENT			\$1,443.99
	Invoice	ELEC05242221				
Cash Payment	E 101-42110-321	Telephone	BROADBAND			\$37.51
	Invoice	B220517P				
Cash Payment	E 101-42210-321	Telephone	BROADBAND			\$37.51
	Invoice	B220517P				
Cash Payment	E 101-43100-321	Telephone	BROADBAND			\$37.51
	Invoice	B220517P				
Cash Payment	E 101-45200-321	Telephone	BROADBAND			\$37.51
	Invoice	B220517P				
Cash Payment	E 601-49440-321	Telephone	BROADBAND			\$37.51
	Invoice	B220517P				
Cash Payment	E 602-49490-321	Telephone	BROADBAND			\$37.45
	Invoice	B220517P				
Transaction Date	6/2/2022	Due 6/2/2022	CASH	10100	<b>Total</b>	\$1,668.99

**Claim Type**

Claim#	14533	BELLBOY CORPORATION				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$23.10
	Invoice	0094907700				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$6.80
	Invoice	0105155900				
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$1,670.50
	Invoice	0094907700				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$168.50
	Invoice	0105155900				
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$1,868.90

**Claim Type**

Claim#	14589	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$527.35
	Invoice	338179				
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$913.55
	Invoice	335911				
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$1,440.90

**Claim Type**

Claim#	14530	BOGO PEST CONTROL				
Cash Payment	E 101-41940-401	Repairs/Maint Buildings	PEST CONTROL			\$112.52
	Invoice	28009				
Cash Payment	E 101-42110-401	Repairs/Maint Buildings	PEST CONTROL			\$112.52
	Invoice	28009				
Cash Payment	E 101-42210-401	Repairs/Maint Buildings	PEST CONTROL			\$112.52
	Invoice	28009				
Cash Payment	E 101-45200-401	Repairs/Maint Buildings	PEST CONTROL			\$112.52
	Invoice	28009				

## CITY OF ST FRANCIS

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## \*Claim Register©

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Cash Payment	E 602-49490-401 Repairs/Maint Buildings	PEST CONTROL				\$112.52
Invoice	28009					
Cash Payment	E 609-49750-401 Repairs/Maint Buildings	PEST CONTROL				\$112.40
Invoice	28009					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$675.00

**Claim Type**

Claim#	14591	<i>BREAKTHRU BEVERAGE</i>				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				-\$1.45
Invoice	409745956					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$50.75
Invoice	344266704					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$23.56
Invoice	344179549					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				-\$1.57
Invoice	409733505					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				-\$36.10
Invoice	409745956					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				-\$171.31
Invoice	409733505					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$5,177.08
Invoice	344266704					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$951.66
Invoice	344179549					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$96.00
Invoice	344266704					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$296.00
Invoice	344179549					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$116.38
Invoice	344179549					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$6,501.00

**Claim Type**

Claim#	14539	<i>CEDAR CREEK BAKING COMPANY</i>				
Cash Payment	E 101-42110-308 Community Education	SF PD CUPCAKES				\$36.00
Invoice	.05192022					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$36.00

**Claim Type**

Claim#	14504	<i>CONSTRUCTION SUPPLY INC</i>				
Cash Payment	E 609-49750-401 Repairs/Maint Buildings	BOTTLE SHOP MAINTENANCE				\$848.43
Invoice	15149					
Transaction Date	5/17/2022	Due 5/17/2022	CASH	10100	<b>Total</b>	\$848.43

**Claim Type**

Claim#	14538	<i>CRYSTAL SPRINGS ICE</i>				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$130.44
Invoice	2005910					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$195.94
Invoice	4002976					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$326.38

**Claim Type**

Claim#	14537	<i>DAHLHEIMER DIST. CO. INC.</i>				
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**\*Claim Register©**

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Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$10,130.47
	Invoice 1586258					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$28,075.10
	Invoice 1590193					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$300.00
	Invoice 1586258					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$38,505.57
<b>Claim Type</b>						
Claim#	14518	DEHN OIL				
Cash Payment	E 101-43100-212 Motor Fuels	FUEL				\$969.00
	Invoice 91820					
Cash Payment	E 101-45200-212 Motor Fuels	FUEL				\$969.00
	Invoice 91820					
Cash Payment	E 601-49440-212 Motor Fuels	FUEL				\$969.00
	Invoice 91820					
Cash Payment	E 602-49490-212 Motor Fuels	FUEL				\$969.00
	Invoice 91820					
Transaction Date	5/19/2022	Due 5/19/2022	CASH	10100	<b>Total</b>	\$3,876.00
<b>Claim Type</b>						
Claim#	14527	ECM PUBLISHERS, INC.				
Cash Payment	E 101-41400-351 Legal Notices Publishing	MAY 16 PH POPPY ST/229TH LN				\$43.00
	Invoice 892102					
Cash Payment	E 101-41400-351 Legal Notices Publishing	PIONEER DAYS ADS				\$75.00
	Invoice 894731					
Transaction Date	5/19/2022	Due 5/19/2022	CASH	10100	<b>Total</b>	\$118.00
<b>Claim Type</b>						
Claim#	14632	ELITE SANITATION				
Cash Payment	E 101-45200-402 Janitorial Service	PORTABLE RENTAL 05/01/22-05/30/22				\$817.00
	Invoice 28654					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$817.00
<b>Claim Type</b>						
Claim#	14639	EVERGREEN RECYCLING LLC				
Cash Payment	E 101-43210-439 Recycling Days	RECYCLING EVENT				\$1,040.00
	Invoice 2809b					
Transaction Date	6/2/2022	Due 6/2/2022	CASH	10100	<b>Total</b>	\$1,040.00
<b>Claim Type</b>						
Claim#	14567	FEDERATED COOP				
Cash Payment	E 101-45200-419 Turf/Fertilizer/Weed Contro	FERTILIZER/WEED CONTROL				\$749.59
	Invoice 1019698					
Cash Payment	E 601-49440-419 Turf/Fertilizer/Weed Contro	FERTILIZER/WEED CONTROL				\$749.59
	Invoice 1019698					
Cash Payment	E 602-49490-419 Turf/Fertilizer/Weed Contro	FERTILIZER/WEED CONTROL				\$749.60
	Invoice 1019698					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$2,248.78
<b>Claim Type</b>						
Claim#	14536	FERGUSON WATERWORKS, INC				
Cash Payment	E 601-49440-259 Water Meters	WATER METERS				\$420.36
	Invoice 0493439					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$420.36

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**Claim Type**

Claim#	14599	FIRE SAFETY USA, INC.				
Cash Payment	E 101-42210-221	Vehicle Repair & Maintena	TANKER MAINTANENCE			\$347.50
	Invoice 159715					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$347.50

**Claim Type**

Claim#	14638	GOPHER STATE ONE-CALL				
Cash Payment	E 602-49490-442	Gopher State	IT SERVICES			\$90.45
	Invoice 2050757					
Cash Payment	E 601-49440-442	Gopher State	IT SERVICES			\$90.45
	Invoice 2050757					
Transaction Date	6/2/2022	Due 6/2/2022	CASH	10100	<b>Total</b>	\$180.90

**Claim Type**

Claim#	14535	GRANITE CITY JOBBING CO.				
Cash Payment	E 609-49750-210	Operating Supplies	OPERATING SUPPLIES			\$348.54
	Invoice 281422					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$4.25
	Invoice 281422					
Cash Payment	E 609-49751-256	Tobacco Products For Res	TOBACCO			\$3,183.60
	Invoice 281422					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	TOBACCO			\$106.26
	Invoice 281422					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$3,642.65

**Claim Type**

Claim#	14548	GREAT LAKES COCA-COLA				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$1,100.25
	Invoice 3636216106					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$1,100.25

**Claim Type**

Claim#	14598	GUARDIAN FLEET SAFETY				
Cash Payment	E 402-42110-550	Vehicles	PD SQUAD CAR			\$36,803.34
	Invoice 22-0336					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$36,803.34

**Claim Type**

Claim#	14563	HACH COMPANY				
Cash Payment	E 602-49490-235	Lab Supplies	LAB SUPPLIES			\$363.22
	Invoice 12839629					
Cash Payment	E 601-49440-235	Lab Supplies	LAB SUPPLIES			\$97.66
	Invoice 12857351					
Cash Payment	E 602-49490-235	Lab Supplies	LAB SUPPLIES			\$361.31
	Invoice 12951852					
Cash Payment	E 602-49490-235	Lab Supplies	LAB SUPPLIES			\$123.42
	Invoice 12842187					
Cash Payment	E 601-49440-235	Lab Supplies	LAB SUPPLIES			\$275.00
	Invoice 12816042					
Cash Payment	E 601-49440-235	Lab Supplies	LAB SUPPLIES			\$108.98
	Invoice 12812013					
Cash Payment	E 601-49440-235	Lab Supplies	LAB SUPPLIES			\$126.14
	Invoice 12809668					

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Cash Payment	E 601-49440-235 Lab Supplies	CHEMICAL TESTING				\$230.67
	Invoice 12972333					
Cash Payment	E 602-49490-229 Project Repair & Maintena	PROJECT REPAIR - PARTS				\$3,031.08
	Invoice 13063376					
Cash Payment	E 601-49440-235 Lab Supplies	LAB SUPPLIES				\$257.70
	Invoice 12857217					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$4,975.18

### Claim Type

Claim#	14514	HAKANSON ANDERSON ASSOC., I				
Cash Payment	E 405-43100-806 2021 Street Improvements	MUNICIPAL STATE AID FOR 2022				\$531.00
	Invoice 48363					
Cash Payment	E 101-41910-303 Engineering Fees	BUILDING PERMIT REVIEWS 2022				\$478.50
	Invoice 48368					
Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER				\$800.00
	Invoice 48367					
Cash Payment	E 101-43100-303 Engineering Fees	GENERAL ENGINEERING 2022				\$876.00
	Invoice 48366					
Cash Payment	E 405-43100-806 2021 Street Improvements	POPPY ST & 229TH LN RECON				\$14,751.43
	Invoice 48365					
Cash Payment	E 405-43100-807 2022 Street Improvements	2022 STREET REHAB				\$418.50
	Invoice 48364					
Cash Payment	G 803-22178 Green Valley Subdivision	GREEN VALLEY PRESERVE				\$50.00
	Invoice 48360					
Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISTA PRAIRIE				\$1,808.50
	Invoice 48362					
Cash Payment	G 803-22192 Dollar General-Hwy 47	SF254 DOLLAR GENERAL				\$1,172.50
	Invoice 48361					
Transaction Date	5/19/2022	Due 5/19/2022	CASH	10100	<b>Total</b>	\$20,886.43

### Claim Type

Claim#	14547	HARRIS, INC				
Cash Payment	E 609-49750-401 Repairs/Maint Buildings	BUILDING REPAIRS				\$807.00
	Invoice 507030904					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$807.00

### Claim Type

Claim#	14573	HAWKINS, INC.				
Cash Payment	E 602-49490-216 Chemicals and Chem Prod	CHEMICALS				\$6,023.05
	Invoice 6183675					
Cash Payment	E 601-49440-216 Chemicals and Chem Prod	CHEMICALS				\$10.00
	Invoice 6185767					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$6,033.05

### Claim Type

Claim#	14503	HOISINGTON KOEGLER GROUP, I				
Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING				\$3,337.50
	Invoice 018-041-44					
Cash Payment	E 225-45100-510 Land-Park Improvement	SIWEK PARK				\$2,387.97
	Invoice 018-041-44					
Cash Payment	E 225-45100-441 Miscellaneous	PARK PLAN				\$4,855.00
	Invoice 018-041-44					
Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	ESC-LAKETOWN HOMES (RIVERS EDGE)				\$22.50
	Invoice 018-041-44					

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Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISATA PRAIRIE SENIOR HOUSING				\$1,470.15
	Invoice 018-041-44					
Cash Payment	G 803-22191 Alliant Finance-Plantinum Land	PLATINUM SUBD				\$135.00
	Invoice 018-041-44					
Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL HWY 47				\$2,118.83
	Invoice 018-041-44					
Cash Payment	G 803-22194 Northrup Grumann Site Plan-2	NORTHROD GRUMANN 2021				\$112.50
	Invoice 018-041-44					
Cash Payment	G 803-22195 Brother Development 2022	BROTHERS DEVELOPMENT				\$626.33
	Invoice 018-041-44					
Cash Payment	G 803-22197 Sawyer Lot Line Adjust	SAWYER LOT LINE ADJUSTMENT 2022				\$375.00
	Invoice 018-041-44					
Cash Payment	G 803-22199 Baldwin Variance	BALDWIN VARIEANCE 2022				\$267.50
	Invoice 018-041-44					
Cash Payment	E 101-41910-311 Contract	OUTSTANDING FROM 3/20/2022				\$27.00
	Invoice 018-041-44					
Cash Payment	G 803-22198 St. Francis Dental Clinic	ST FRANCIS DENTAL ADDITION 2022				\$230.00
	Invoice 018-041-44					
Transaction Date	5/17/2022	Due 5/17/2022	CASH	10100	<b>Total</b>	\$15,965.28
<b>Claim Type</b>						
Claim#	14597	INNOVATIVE OFFICE SOLUTIONS,				
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES				\$44.00
	Invoice IN3798880					
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES-PD				\$111.33
	Invoice IN3795524					
Cash Payment	E 101-41400-200 Office Supplies	OFFICE SUPPLIES				\$256.37
	Invoice IN3797403					
Cash Payment	E 101-43100-200 Office Supplies	OFFICE SUPPLIES-PW				\$62.33
	Invoice IN3786985					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$474.03
<b>Claim Type</b>						
Claim#	14596	INTERSTATE TESTING				
Cash Payment	E 601-49440-401 Repairs/Maint Buildings	WWTP TESTING				\$500.00
	Invoice 15622					
Cash Payment	E 601-49440-216 Chemicals and Chem Prod	WWTP TESTING				\$500.00
	Invoice 15622					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$1,000.00
<b>Claim Type</b>						
Claim#	14569	ISD #15				
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	CAR 121 MAINTENANCE				\$74.79
	Invoice 8823					
Cash Payment	E 101-42110-221 Vehicle Repair & Maintena	CAR 318 MAINTENANCE				\$61.60
	Invoice 8814					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$136.39
<b>Claim Type</b>						
Claim#	14594	JOHNSON BROS WHLSE LIQUOR				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$28.00
	Invoice 2060759					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$122.40
	Invoice 2060758					

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Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$52.49
	Invoice 2055859					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$82.31
	Invoice 2055860					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$2,952.17
	Invoice 2055859					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,140.00
	Invoice 2060759					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$4,237.87
	Invoice 2060758					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$3,234.00
	Invoice 2055860					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$11,849.24

**Claim Type**

Claim#	14628	KIMS KLEANING				
Cash Payment	E 101-45000-402 Janitorial Service	COMMUNITY CENTER CLEANING				\$100.00
	Invoice 8540					
Cash Payment	E 101-41940-402 Janitorial Service	CITY HALL CLEANING				\$300.00
	Invoice 8539					
Cash Payment	E 601-49440-402 Janitorial Service	WATER TREATMENT PLANT CLEANING				\$200.00
	Invoice 8542					
Cash Payment	E 101-42110-402 Janitorial Service	POLICE DEPT CLEANING				\$900.00
	Invoice 8543					
Cash Payment	E 101-42210-402 Janitorial Service	FIRE DEPT CLEANING				\$150.00
	Invoice 8545					
Cash Payment	E 601-49440-402 Janitorial Service	WASTE WATER PLANT CLEANING				\$275.00
	Invoice 8544					
Cash Payment	E 101-43100-402 Janitorial Service	CLEANING				\$225.00
	Invoice 8541					
Cash Payment	E 101-45200-402 Janitorial Service	CLEANING				\$225.00
	Invoice 8541					
Cash Payment	E 601-49440-402 Janitorial Service	CLEANING				\$225.00
	Invoice 8541					
Cash Payment	E 602-49490-402 Janitorial Service	CLEANING				\$225.00
	Invoice 8541					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$2,825.00

**Claim Type**

Claim#	14568	KNIGHTS OF COLUMBUS				
Cash Payment	E 101-43210-433 Dues and Subscriptions	ST FRANCIS RECYCLING 4/30/22				\$360.00
	Invoice 2022-01					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$360.00

**Claim Type**

Claim#	14606	LAW ENFORCEMENT LABOR SVC				
Cash Payment	G 101-21707 Union Dues	OFFICER DUES - JUNE 2022				\$455.00
	Invoice .06012022					
Cash Payment	G 101-21707 Union Dues	SGT DUES - JUNE 2022				\$65.00
	Invoice .053122					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$520.00

**Claim Type**

Claim#	14605	LMC INSURANCE TRUST				
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Cash Payment	E 101-45230-360 Insurance	INSURANCE PAYMENT			\$250.00
	Invoice .060122				

Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$250.00
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**Claim Type**

Claim# 14542 MCDONALD DIST CO.

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			\$58.75
	Invoice 631753				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			\$5,816.55
	Invoice 631763				

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			\$918.00
	Invoice 632921				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			\$100.00
	Invoice 632886				

Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR			-\$16.88
	Invoice 633021				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			-\$294.68
	Invoice 633020				

Cash Payment	E 609-49751-252 Beer For Resale	BEER			\$18,788.95
	Invoice 632922				

Cash Payment	E 609-49751-255 N/A Products	N/A			\$144.40
	Invoice 632922				

Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$25,515.09
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**Claim Type**

Claim# 14577 METRO SALES, INC.

Cash Payment	E 101-41400-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 101-42400-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 101-42110-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 101-43100-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 101-45200-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 601-49440-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 602-49490-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 609-49750-200 Office Supplies	COPIES			\$1.76
	Invoice INV2045182				

Cash Payment	E 101-41400-200 Office Supplies	COPIES			\$120.20
	Invoice INV2053170				

Cash Payment	E 101-42400-200 Office Supplies	COPIES			\$120.20
	Invoice INV2053170				

Cash Payment	E 101-42110-200 Office Supplies	COPIES			\$120.20
	Invoice INV2053170				

Cash Payment	E 101-43100-200 Office Supplies	COPIES			\$120.20
	Invoice INV2053170				

Cash Payment	E 101-45200-200 Office Supplies	COPIES			\$120.20
	Invoice INV2053170				

Cash Payment	E 601-49440-200 Office Supplies	COPIES			\$120.20
	Invoice INV2053170				

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Cash Payment	E 602-49490-200 Office Supplies	COPIES				\$120.20
	Invoice INV2053170					
Cash Payment	E 609-49750-200 Office Supplies	COPIES				\$120.19
	Invoice INV2053170					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$975.67

**Claim Type**

Claim#	14612	MN DEPT OF HEALTH				
Cash Payment	E 101-42110-308 Community Education	LICENSE FB-002609-2019				\$40.00
	Invoice 941406					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$40.00

**Claim Type**

Claim#	14635	NORTH METRO TREE SERVICE IN				
Cash Payment	E 101-43100-311 Contract	TREE SERVICES				\$2,080.00
	Invoice 005-2022					
Cash Payment	E 101-43100-311 Contract	TREE SERVICES				\$3,425.00
	Invoice 003-2022					
Cash Payment	E 101-45200-311 Contract	TREE SERVICES				\$580.00
	Invoice 004-2022					
Transaction Date	6/2/2022	Due 6/2/2022	CASH	10100	<b>Total</b>	\$6,085.00

**Claim Type**

Claim#	14611	NOVAK-FLECK, INC.				
Cash Payment	G 803-22000 Deposits	REFUND ESCROW ACCT 23640 QUAY				\$6,750.00
	Invoice .05312022					
Cash Payment	G 803-22000 Deposits	ESCROW REFUND				\$3,500.00
	Invoice .05192022					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$10,250.00

**Claim Type**

Claim#	14526	OPUS 21				
Cash Payment	E 601-49440-382 Utility Billing	CIS DATA HOSTING				\$1,556.86
	Invoice 220457					
Cash Payment	E 602-49490-382 Utility Billing	CIS DATA HOSTING				\$1,556.85
	Invoice 220457					
Transaction Date	5/19/2022	Due 5/19/2022	CASH	10100	<b>Total</b>	\$3,113.71

**Claim Type**

Claim#	14540	PARKER PETERSON MEMORIAL F				
Cash Payment	E 609-49750-340 Advertising	HOLE SPONSORSHIP				\$100.00
	Invoice .05242022					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$100.00

**Claim Type**

Claim#	14553	PAUSTIS WINE COMPANY				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$11.25
	Invoice 165303					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$1,004.75
	Invoice 165303					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$1,016.00

**Claim Type**

Claim#	14550	PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$3.51
	Invoice 6399246					

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Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$38.07
	Invoice 6399244					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$15.74
	Invoice 6399245					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$1.75
	Invoice 6403030					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$27.99
	Invoice 6403028					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$10.50
	Invoice 6403029					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$4,069.50
	Invoice 6399244					
Cash Payment	E 609-49751-255 N/A Products	MISC/NA PRODUCTS				\$155.60
	Invoice 6399246					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$607.64
	Invoice 6399245					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$1,984.40
	Invoice 6403028					
Cash Payment	E 609-49751-255 N/A Products	N/A PRODUCTS				\$88.00
	Invoice 6403030					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$325.77
	Invoice 6403029					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$7,328.47

**Claim Type**

Claim#	14621	RITEWAY BUSINESS FORMS				
Cash Payment	E 101-41400-200 Office Supplies	CHECKS				\$78.20
	Invoice 22-31718					
Cash Payment	E 601-49440-200 Office Supplies	CHECKS				\$78.20
	Invoice 22-31718					
Cash Payment	E 602-49490-200 Office Supplies	CHECKS				\$78.20
	Invoice 22-31718					
Cash Payment	E 609-49750-200 Office Supplies	CHECKS				\$78.19
	Invoice 22-31718					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$312.79

**Claim Type**

Claim#	14556	RMB ENVIRONMENTAL LAB				
Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1				\$110.00
	Invoice B005246					
Cash Payment	E 602-49490-313 Sample Testing	SAMPLE TESTING				\$20.00
	Invoice B005398					
Cash Payment	E 602-49490-313 Sample Testing	WEEK 1 COOLER 1				\$326.00
	Invoice B005170					
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2				\$86.00
	Invoice B005262					
Cash Payment	E 602-49490-313 Sample Testing	SAMPLE TESTING				\$20.00
	Invoice B005271					
Cash Payment	E 602-49490-313 Sample Testing	LOW LEVEL MERCURY TESTING				\$455.00
	Invoice H006136					
Cash Payment	E 602-49490-313 Sample Testing	SAMPLE TESTING				\$125.00
	Invoice B005345					
Cash Payment	E 602-49490-313 Sample Testing	SAMPLE TESTING				\$71.00
	Invoice B005368					

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Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$1,213.00
<b>Claim Type</b>						
Claim#	14549	RUSSELL SECURITY RESOURCE I				
Cash Payment	E 601-49440-234	Water Tower Maintenance	WATER TOWER DOOR REPLACEMENT			\$2,466.00
	Invoice A42368					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$2,466.00
<b>Claim Type</b>						
Claim#	14614	SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$3.84
	Invoice 2215752					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$92.80
	Invoice 2215751					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$35.84
	Invoice 2215122					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$6,797.55
	Invoice 2215751					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$151.92
	Invoice 2215752					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$6,776.05
	Invoice 2215122					
Transaction Date	6/1/2022	Due 6/1/2022	CASH	10100	<b>Total</b>	\$13,858.00
<b>Claim Type</b>						
Claim#	14634	STERICYCLE, INC				
Cash Payment	E 101-43210-439	Recycling Days	SHRED EVENT 4/30/2022			\$1,750.00
	Invoice 8001637103					
Transaction Date	6/2/2022	Due 6/2/2022	CASH	10100	<b>Total</b>	\$1,750.00
<b>Claim Type</b>						
Claim#	14534	THE AMERICAN BOTTLING COMP				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$303.75
	Invoice 3562326904					
Transaction Date	5/24/2022	Due 5/24/2022	CASH	10100	<b>Total</b>	\$303.75
<b>Claim Type</b>						
Claim#	14525	TIMESAVER OFF SITE SEC. INC				
Cash Payment	E 101-41400-311	Contract	CITY COUNCIL MINUTES			\$576.38
	Invoice M27336					
Transaction Date	5/19/2022	Due 5/19/2022	CASH	10100	<b>Total</b>	\$576.38
<b>Claim Type</b>						
Claim#	14576	TJ ASSOCIATES				
Cash Payment	E 601-49440-382	Utility Billing	CITY WATER FLYERS			\$1,005.90
	Invoice 238314					
Cash Payment	E 101-42110-308	Community Education	BIKE RODEO TEES			\$55.44
	Invoice 238403					
Cash Payment	E 602-49490-382	Utility Billing	CITY WATER FLYERS			\$1,005.91
	Invoice 238314					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$2,067.25
<b>Claim Type</b>						
Claim#	14575	USABBLUEBOOK				
Cash Payment	E 601-49440-229	Project Repair & Maintena	HYDRANT FLUSHING			\$398.95
	Invoice 978786					

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Cash Payment	E 601-49440-229 Project Repair & Maintena	PROJECT SUPPLIES				\$84.47
Invoice	979269					
Cash Payment	E 601-49440-235 Lab Supplies	HYDRANT FLUSHING				\$398.95
Invoice	978786					
Transaction Date	5/25/2022	Due 5/25/2022	CASH	10100	<b>Total</b>	\$882.37

**Claim Type**

Claim# 14643 VESSCO, INC.

Cash Payment E 601-49440-216 Chemicals and Chem Prod CHEMICALS \$500.11  
 Invoice 087764

Transaction Date 6/2/2022 Due 6/2/2022 CASH 10100 **Total** \$500.11

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$247,361.14
Total	\$247,361.14

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Payments

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Payments Batch P-MAN 05-2022		\$816.36			
Refer	14502 POSTMASTER - ST. FRANCIS	Ck# 080485 5/17/2022			
Cash Payment	E 101-41400-322 Postage	SUMMER NEWSLETTER POSTAGE			\$285.73
Invoice	.05172022 5/17/2022				
Cash Payment	E 101-42110-322 Postage	SUMMER NEWSLETTER POSTAGE			\$81.64
Invoice	.05172022 5/17/2022				
Cash Payment	E 101-43100-200 Office Supplies	SUMMER NEWSLETTER POSTAGE			\$163.27
Invoice	.05172022 5/17/2022				
Cash Payment	E 101-43210-439 Recycling Days	SUMMER NEWSLETTER POSTAGE			\$81.64
Invoice	.05172022 5/17/2022				
Cash Payment	E 101-45200-200 Office Supplies	SUMMER NEWSLETTER POSTAGE			\$40.82
Invoice	.05172022 5/17/2022				
Cash Payment	E 601-49440-200 Office Supplies	SUMMER NEWSLETTER POSTAGE			\$81.64
Invoice	.05172022 5/17/2022				
Cash Payment	E 602-49490-200 Office Supplies	SUMMER NEWSLETTER POSTAGE			\$40.82
Invoice	.05172022 5/17/2022				
Cash Payment	E 609-49750-322 Postage	SUMMER NEWSLETTER POSTAGE			\$40.80
Invoice	.05172022 5/17/2022				
Transaction Date	5/17/2022	CASH	10100	Total	\$816.36

Fund Summary

	10100 CASH
101 GENERAL FUND	\$653.10
601 WATER FUND	\$81.64
602 SEWER FUND	\$40.82
609 LIQUOR FUND	\$40.80
	\$816.36

Pre-Written Checks	\$816.36
Checks to be Generated by the Computer	\$0.00
Total	\$816.36



## CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Rivers Edge 6<sup>th</sup> Addition  
**DATE:** June 6, 2022  
**APPLICANT:** Dale Willenbring, Rivers Edge Land Development, LLC  
**LOCATION:** Outlot B, Rivers Edge 5<sup>th</sup> Addition

### **OVERVIEW:**

Dale Willenbring of Rivers Edge Land Development, LLC has submitted an application for the review of the final plat and plans for the 6<sup>th</sup> Addition of the Rivers Edge subdivision. The 6<sup>th</sup> Addition includes 21 single-family lots in the north-central portion of the development. The 6<sup>th</sup> Addition will also include the construction of 237<sup>th</sup> Ave NW in the general alignment as approved by the preliminary plat.

The 6<sup>th</sup> Addition is proposed to be located on land that is currently described as Outlot B of the 5<sup>th</sup> Addition. A drainage and utility easement was established over Outlot B at the time the 5<sup>th</sup> Addition was final platted. The applicant is requesting that the existing easement be vacated to allow the 6<sup>th</sup> Addition to be developed. New drainage and utility easements will be established with the 6<sup>th</sup> Addition final plat.

Staff, Engineering, and Legal have reviewed the 6<sup>th</sup> Addition final plat and plans and find the documents to be complete, substantially conforming to the approved PUD Development Plan and preliminary plat, and ready for approval.

### **ACTION TO BE CONSIDERED:**

Council is requested to hold a public hearing for the drainage and utility easement vacation request. Following the public hearing, Council is asked to act on the easement vacation and final plat requests for the 6<sup>th</sup> Addition of the Rivers Edge development.

Staff recommends approval of the easement vacation and final plat requests.

### **Suggested Motions:**

1. Move to adopt Resolution 2022-30 approving the vacation of the drainage and utility easement over Outlot B of the 5<sup>th</sup> Addition of the Rivers Edge subdivision.
2. Move to adopt Resolution 2022-31 approving the final plat and plans of the 6<sup>th</sup> Addition of the Rivers Edge subdivision with conditions and findings of fact as presented by Staff.

### **ATTACHMENTS:**



- Draft Resolution 2022-30
- Draft Resolution 2022-31
- Engineer's Memo dated May 31, 2022
- Applicant Submittals

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

RESOLUTION 2022-30

A RESOLUTION VACATING THE DRAINAGE AND UTILITY EASEMENTS OVER  
OUTLOT B 5<sup>TH</sup> ADDITION OF THE RIVERS EDGE SUBDIVISION

**WHEREAS**, the applicant, Dale Willenbring on behalf of Rivers Edge Land Development LLC, has requested the vacation of the drainage and utility easement over Outlot B of the 5<sup>th</sup> Addition of the Rivers Edge development as described in Exhibit A; and

**WHEREAS**, the drainage and utility easement vacation was requested in order to allow the development of the 6<sup>th</sup> Addition of Rivers Edge; and

**WHEREAS**, the 6<sup>th</sup> Addition of the Rivers Edge development establishes new drainage and utility easements where necessary; and

**WHEREAS**, on June 6, 2022, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the City Council 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**, the City Council of the City of St. Francis on June 6, 2022, considered the requested drainage and utility easement vacation.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby approves the vacation of the drainage and utility easement over Outlot B of the 5<sup>th</sup> Addition of the Rivers Edge subdivision.

Approved and adopted by the City Council of the City of St. Francis on the 6<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Steven D. Feldman, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

\_\_\_\_\_  
Dated

**EXHIBIT A**

All those drainage and utility easements lying within Outlot B, Rivers Edge 5<sup>th</sup> Addition, according to the recorded plat thereof, Anoka County, Minnesota.

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

**RESOLUTION 2022-31**

**A RESOLUTION APPROVING THE FINAL PLAT AND FINAL PLANS FOR THE 6<sup>TH</sup>  
ADDITION OF THE RIVERS EDGE SUBDIVISION**

**WHEREAS**, the applicant, Dale Willenbring on behalf of Rivers Edge Land Development LLC, has requested final plat approval for the 6<sup>th</sup> Addition of the Rivers Edge subdivision; and

**WHEREAS**, the property is legally described as Outlot B, Rivers Edge 5<sup>th</sup> Addition, Anoka County, Minnesota, according to the recorded plat thereof; and

**WHEREAS**, the PUD Development Plan and preliminary plat were approved by the City Council on April 2, 2018; and

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

**WHEREAS**, the City Council of the City of St. Francis on June 6, 2022, considered the final plat and final plan documentation.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby approves the final plat, final PUD plan, and associated documents for the 6<sup>th</sup> Addition of the Rivers Edge subdivision based on the following findings of fact:

1. The proposed final plat is consistent with the Comprehensive Plan and conforms to the City subdivision code with conditions.
2. The proposed plans for the 6<sup>th</sup> Addition are in substantial conformance with the approved PUD Development stage plan and preliminary plat with conditions.

**BE IT FURTHER RESOLVED** that the approval of the final plat and final PUD plan for the 6<sup>th</sup> Addition of Rivers Edge shall be subject to the following conditions:

1. Build out of the Rivers Edge PUD shall be in accordance with all applicable conditions of the PUD Development Plan approval.
2. All conditions listed in the Engineer's Memo dated May 31, 2022 shall be satisfied.
3. A final landscaping plan shall be provided and shall include two trees on each lot. The types of trees planted shall be consistent with the trees utilized in previous Additions and consistent with Code 10-73-04.
4. New drainage and utility easements meeting Code requirements are established by the approved final plat.
5. Applicant shall execute and submit a Development Agreement with terms acceptable to the City Attorney.

6. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for individual lots.
7. The applicant shall be responsible for all costs associated with the final plat application.
8. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
9. The applicant shall record the final plat and plans with the County Recorder following the procedure specified in City Code section 11-36-05.

Approved and adopted by the City Council of the City of St. Francis on the 6<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Steven D. Feldman, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

\_\_\_\_\_  
Dated

Review No. 1



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

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**Submitted to: City of St. Francis**

**cc: Kate Thunstrom, City Administrator  
Paul Carpenter, Public Works Director  
Beth Richmond, City Planner  
Craig Jochum, City Engineer  
Marty Campion, Campion Engineering Services  
Dale Willenbring, Developer**

**Reviewed by: Shane Nelson, Assistant City Engineer**

**Date: May 31, 2022**

**Proposed  
Project: Rivers Edge 6<sup>th</sup> Addition**

**Street Location: NA**

**Applicant: Rivers Edge Land Development LLC**

**Owners of Record: St. Francis Land Development LLC**

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

**Permits Required: City Approval, NPDES Construction Permit, Sanitary  
(but not limited to) Sewer Extension Permit, MDH Water Extension**

## **INFORMATION AVAILABLE**

Rivers Edge 5th Addition SWMP, dated 9/15/2021, prepared by Civil Methods, Inc.

Rivers Edge 5<sup>th</sup> Addition Grading Set, dated 3/29/2021, prepared by Campion Engineering Services, Inc.

Rivers Edge 6<sup>th</sup> Addition Final Plat, prepared by Stantec

Rivers Edge 6<sup>th</sup> Construction Plans, Dated 4/26/2022, prepared by Campion Engineering Services, Inc.

Storm Sewer Design Rivers Edge 6<sup>th</sup>, Dated 6/5/2022, prepared by Campion Engineering Services, Inc.

## **STREETS**

1. The proposed development will receive its access via local City streets and will connect to Quay Street NW on the west and 236<sup>th</sup> Lane NW on the east. The street connection/network as proposed is acceptable.

## **SEWER AND WATER UTILITIES**

1. The Sanitary Sewer is proposed to be extended from Quay Street NW.
2. MH 2 shall be shifted 15-20 feet to the east to allow for the service to be more or less perpendicular, and the location of MH 1 shall be adjusted such that no run exceeds 400 feet.
3. The proposed project will extend a new watermain along 237<sup>th</sup> Avenue NW. A water connection will be made on either side of the plat, which is acceptable.

## **GRADING, DRAINAGE AND EROSION CONTROL**

1. The Grading Plan that includes this project (previously submitted) shall be updated such that it reflects the 6<sup>th</sup> Addition boundaries and the correct Lot and Block numbers. Please submit.

## **FINAL PLAT**

1. The rear yard drainage swales shall be within a drainage and utility easement. Please update the Final Plat accordingly.

## **SPECIFICATIONS**

1. Please submit project specifications for review/approval.

## **SUMMARY AND/OR RECOMMENDATION**

We recommend approval of the Final Plat subject to the comments herein and contingent upon the Developer entering into a Development Agreement with the City with all required counterparts.





**WARNING:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

# RIVERS EDGE 6TH ADDITION

## ST FRANCIS, MN

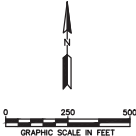
**PROJECT DIRECTORY**  
**DEVELOPER**  
ST FRANCIS LAND DEVELOPMENT, LLC.  
ATTN:DALE WILLENBRING  
712 VISTA BLVD #303  
WACONIA, MN 55387  
PH: 952.715.2926  
EMAIL: DALE@TAMARACKLAND.COM  
**ENGINEER**  
CAMPION ENGINEERING SERVICES, INC  
ATTN:MARTY CAMPION  
PO BOX 41486  
PLYMOUTH, MN 55441  
763.486.3799  
EMAIL: MCAMPION@CAMPIONENG.COM  
**SUPERVISOR**  
STANTIS  
1800 PIONEER CREEK CENTER  
MAPLE PLAIN, MN 55359  
PH: 763.479.4200  
**WETLAND CONSULTANT**  
MIDWEST NATURAL RESOURCES, INC.  
EMAIL: KEN.ARNOLD  
1032 WEST SEVENTH STREET  
ST. PAUL, MN 55102  
PH: 651.785.0641  
EMAIL: KEN.ARNOLD@MNRINC.US

PROJECT LOCATION



- GOVERNING SPECIFICATIONS:**
1. THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" LATEST EDITION & SUPPLEMENTS.
  2. CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITIES SPECIFICATIONS. (LATEST EDITION)
  3. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCE WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.
  4. CITY OF ST FRANCIS STANDARD SPECIFICATIONS & DETAILS.

INDEX	
SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	EXISTING CONDITIONS
3.	COMPOSITE UTILITY PLAN
4.	SANITARY SEWER & WATERMAIN-237TH LANE NW
5.	STREET & STORM SEWER PLAN- 237TH LANE NW
6.	STORM WATER POLLUTION PREVENTION PLAN
7.	DETAILS
8.	DETAILS
9.	DETAILS



**BENCHMARK**  
SE CORNER OF THE EAST 1/2  
OF THE SW 1/4 OF SECTION 29  
(SOUTH 1/4 CORNER OF SECTION 32)  
TOWNSHIP 34, RANGE 24  
CAST IRON MONUMENT  
BENCHMARK TOP OF MONUMENT  
ELEVATION = 921.97 (NGVD 29)



**CAMPION  
ENGINEERING  
SERVICES, INC.**

• Civil Engineering • Land Planning  
PO BOX 41486  
PLYMOUTH, MN 55441  
PHONE: (763)486.3799  
EMAIL: MCAMPION@CAMPIONENG.COM

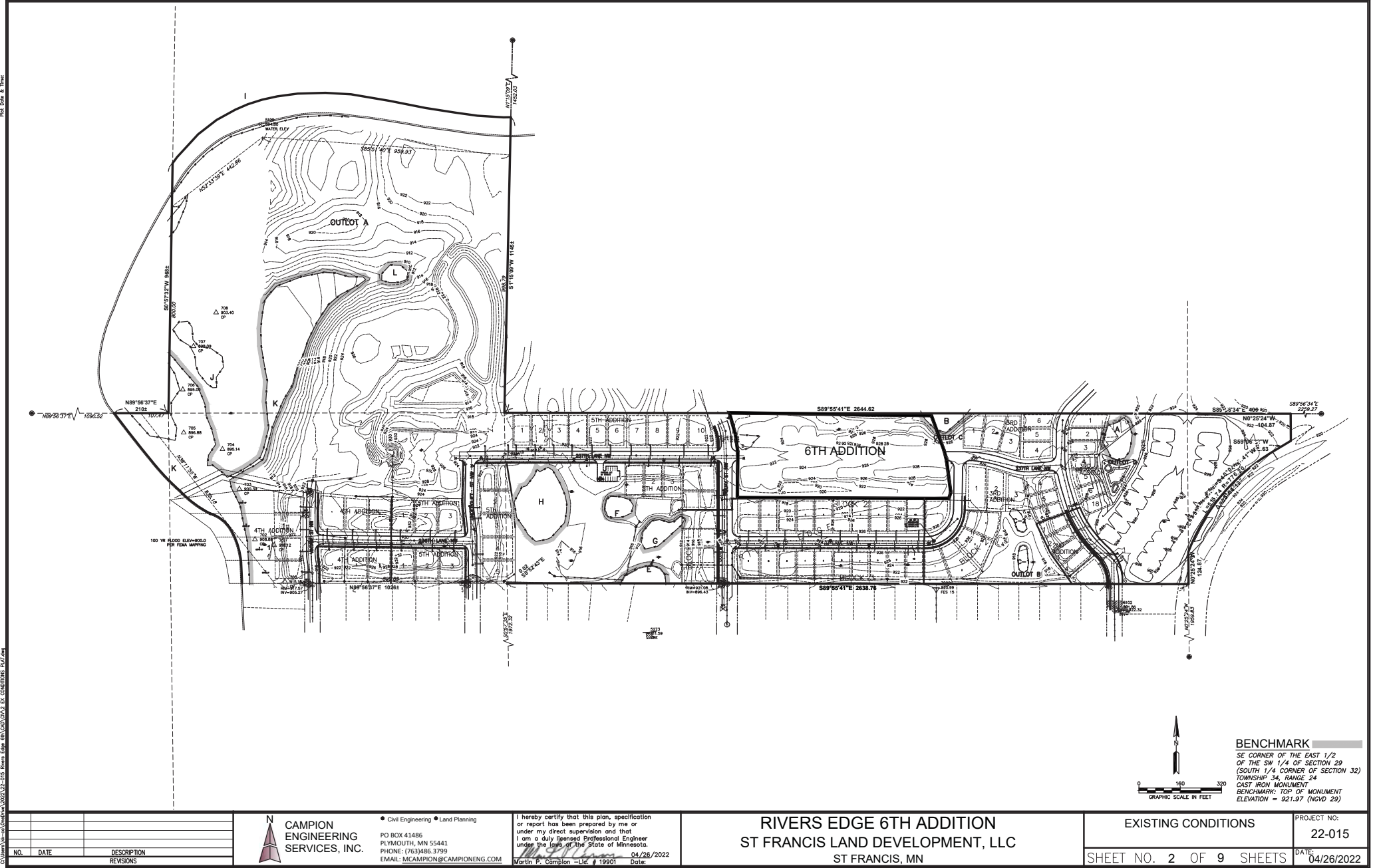
I hereby certify that this plan, specification  
or report has been prepared by me or  
under my direct supervision and that  
I am a duly licensed Professional Engineer  
under the laws of the State of Minnesota.  
Martin P. Campion -Lic. # 19901 Date: 04/26/2022

**RIVERS EDGE 6TH ADDITION**  
**ST FRANCIS LAND DEVELOPMENT, LLC**  
ST FRANCIS, MN


COVER SHEET

PROJECT NO:  
22-015

SHEET NO. 1 OF 9 SHEETS DATE: 04/26/2022



NO.	DATE	DESCRIPTION



**CAMPION  
ENGINEERING  
SERVICES, INC.**

• Civil Engineering • Land Planning

PO BOX 41486  
PLYMOUTH, MN 55441  
PHONE: (763)486.3799  
EMAIL: MCAMPION@CAMPIONENG.COM

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

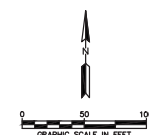
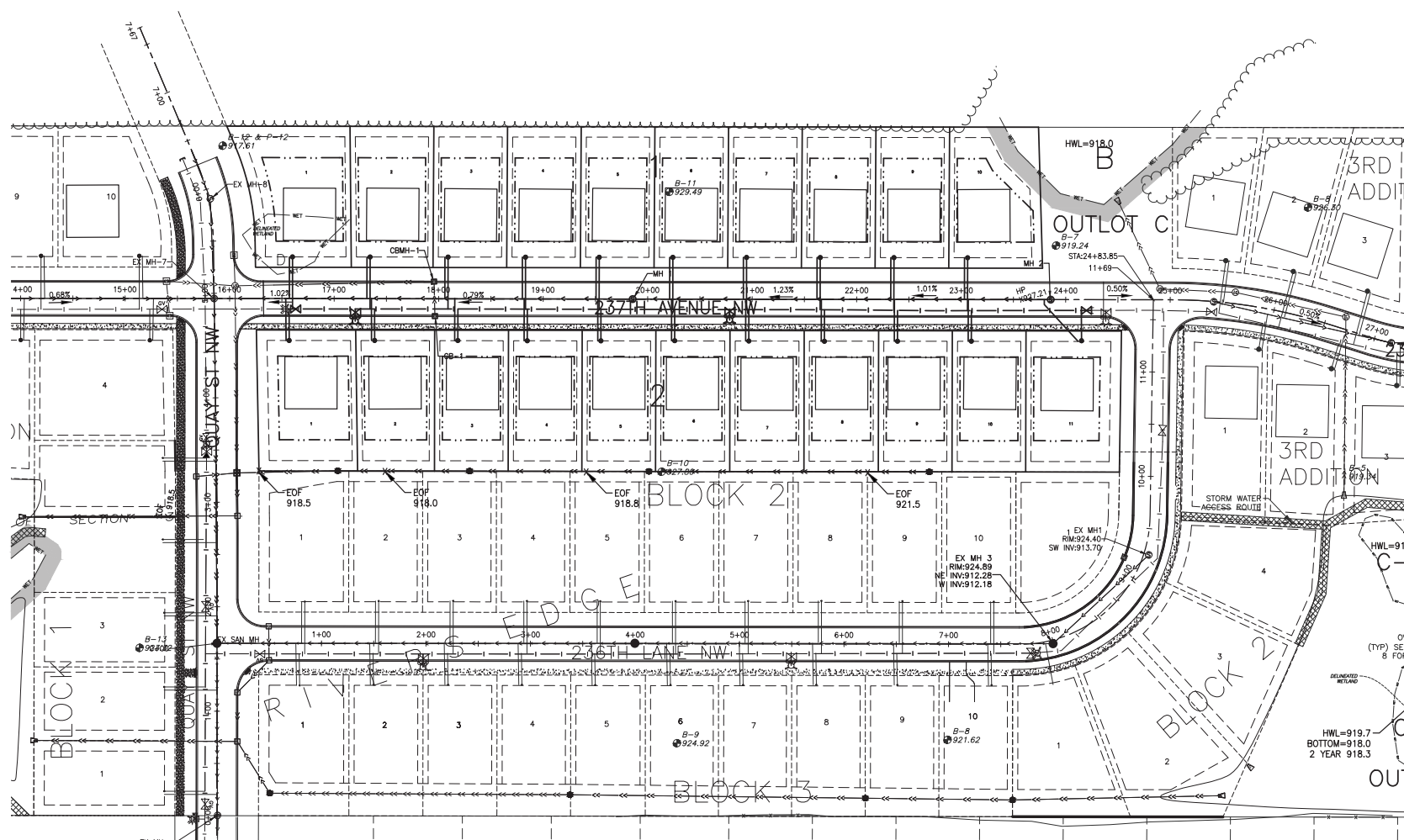
*Martin P. Campion* Lic. # 19901 Date: 04/26/2022

**RIVERS EDGE 6TH ADDITION**  
**ST FRANCIS LAND DEVELOPMENT, LLC**  
ST FRANCIS, MN

EXISTING CONDITIONS	PROJECT NO: 22-015
SHEET NO. 2 OF 9 SHEETS	DATE: 04/26/2022

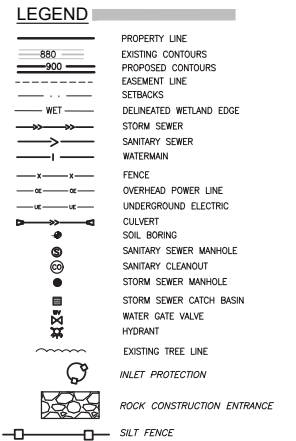
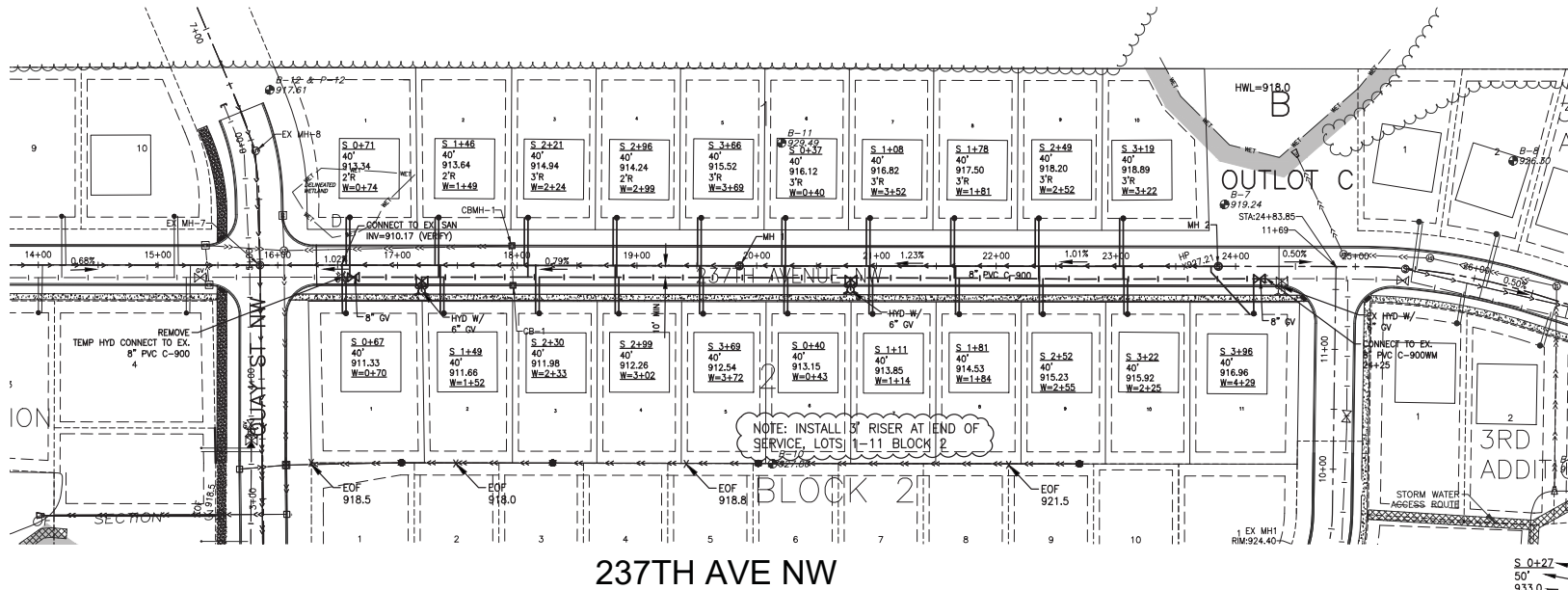


LEGEND	
	PROPERTY LINE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EASEMENT LINE
	SETBACKS
	WET
	DELINEATED WETLAND EDGE
	STORM SEWER
	SANITARY SEWER
	WATERMAIN
	FENCE
	OVERHEAD POWER LINE
	UNDERGROUND ELECTRIC
	CULVERT
	SOIL BORING
	SANITARY SEWER MANHOLE
	SANITARY CLEANOUT
	STORM SEWER MANHOLE
	STORM SEWER CATCH BASIN
	WATER GATE VALVE
	HYDRANT
	EXISTING TREE LINE
	INLET PROTECTION
	ROCK CONSTRUCTION ENTRANCE
	SILT FENCE

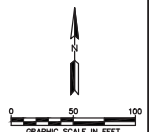
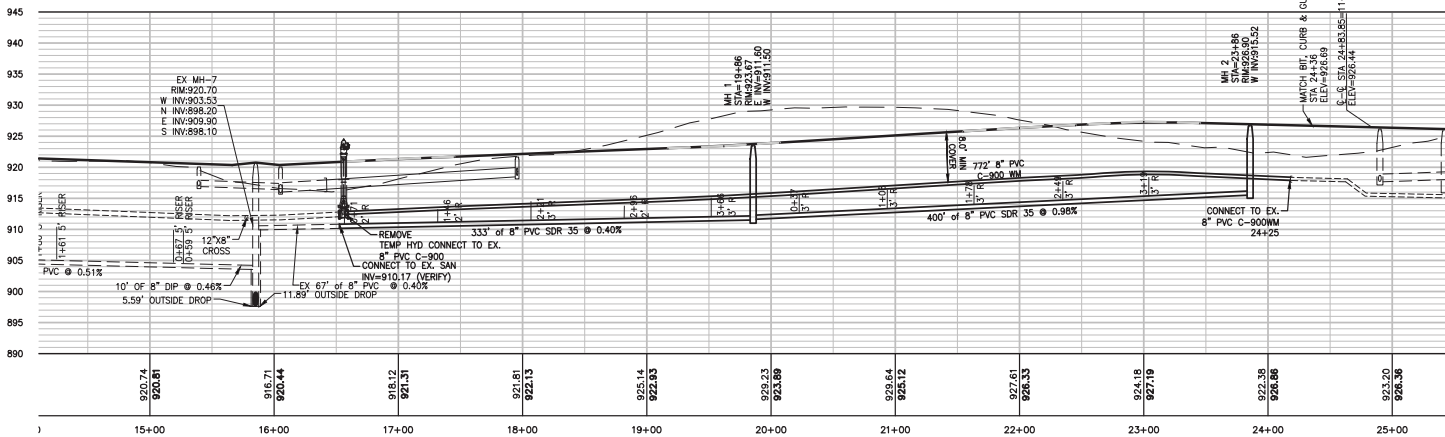


**BENCHMARK**  
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OF THE SW 1/4 OF SECTION 29  
(SOUTH 1/4 CORNER OF SECTION 32)  
TOWNSHIP 34, RANGE 24  
CAST IRON MONUMENT  
BENCHMARK TOP OF MONUMENT  
ELEVATION = 921.97 (NGVD 29)

<div> <p><b>CAMPION ENGINEERING SERVICES, INC.</b> PO BOX 41486 PLYMOUTH, MN 55441 PHONE: (763)486.3799 EMAIL: MCAMPION@CAMPIONENG.COM</p> </div>		<div> <p>• Civil Engineering • Land Planning</p> <p>I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.</p> <p><i>Martin P. Campion</i> Martin P. Campion - Lic. # 19901 Date: 04/26/2022</p> </div>	<p><b>RIVERS EDGE 6TH ADDITION</b> <b>ST FRANCIS LAND DEVELOPMENT, LLC</b> ST FRANCIS, MN</p>		<p>COMPOSITE UTILITY PLAN</p> <p>SHEET NO. 3 OF 9 SHEETS</p>	<p>PROJECT NO: <b>22-015</b></p> <p>DATE: 04/26/2022</p>
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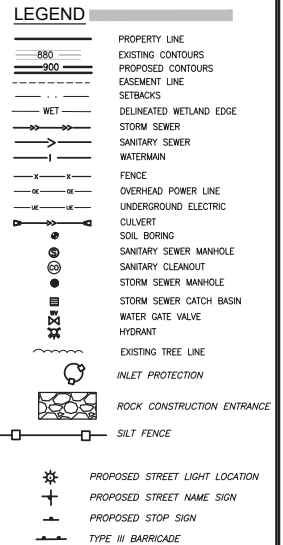
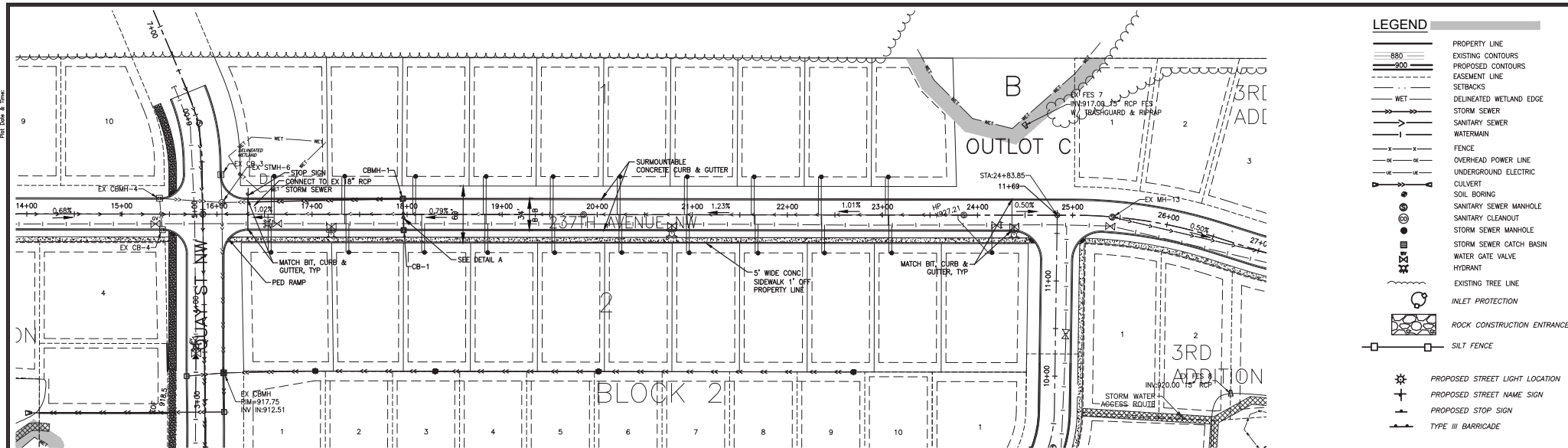


S 0+27 → DISTANCE OF SAN SERVICE WYE FROM DOWNSTREAM MH  
 50' → SERVICE LENGTH  
 933.0 → SEWER SERVICE AT 10' PAST PROPERTY LINE  
 2'R → RISER HEIGHT, TYP  
 W=0+30 → DISTANCE OF WATER SERVICE FROM DOWNSTREAM MH

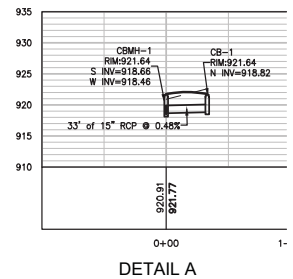
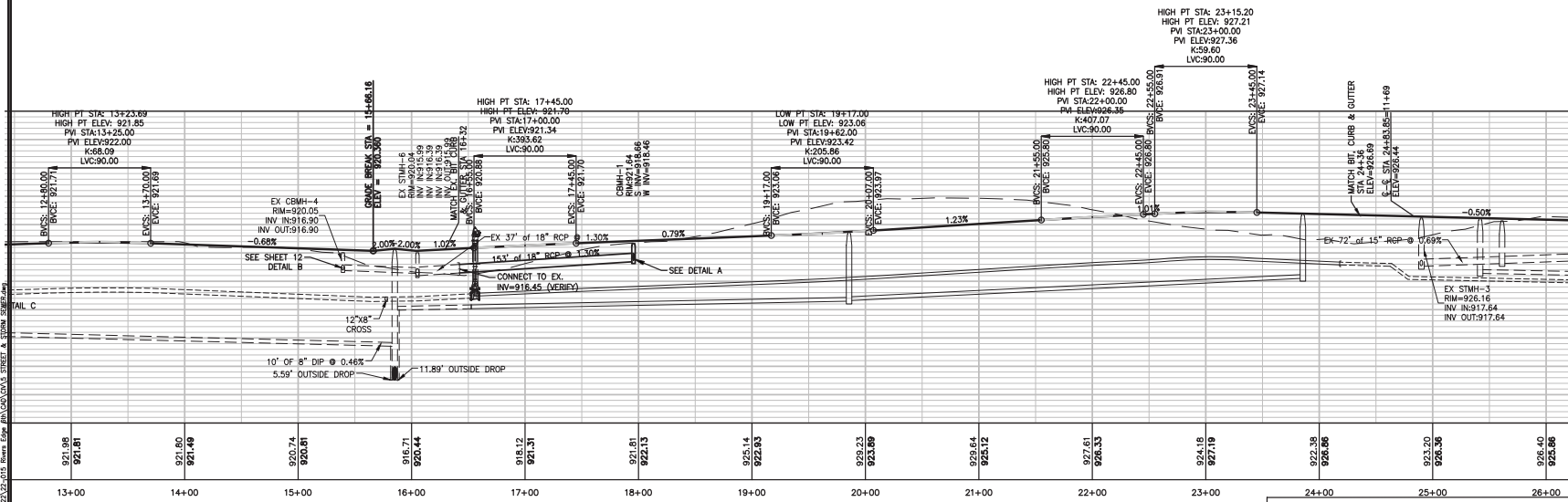


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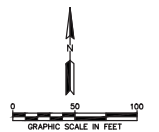
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## 237TH AVE NW



DETAIL A



**BENCHMARK**  
SE CORNER OF THE EAST 1/2  
OF THE SW 1/4 OF SECTION 29  
(SOUTH 1/4 CORNER OF SECTION 32)  
TOWNSHIP 34, RANGE 24  
CAST IRON MONUMENT  
BENCHMARK TOP OF MONUMENT  
ELEVATION = 921.97 (NGVD 29)

<p>NO. DATE DESCRIPTION REVISIONS</p>	<p><b>CAMPION ENGINEERING SERVICES, INC.</b></p> <p>• Civil Engineering • Land Planning</p> <p>PO BOX 41486 PLYMOUTH, MN 55441 PHONE: (763)486.3799 EMAIL: MCAMPION@CAMPIONENG.COM</p>	<p>I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.</p> <p><i>Martin P. Campion</i> - Lic. # 19001 Date: 04/26/2022</p>	<p><b>RIVERS EDGE 6TH ADDITION</b> <b>ST FRANCIS LAND DEVELOPMENT, LLC</b> ST FRANCIS, MN</p>	<p><b>STREET &amp; STORM SEWER PLAN</b> <b>237TH AVE NW</b> SHEET NO. 5 OF 9 SHEETS</p>	<p>PROJECT NO: <b>22-015</b> DATE: <b>04/26/2022</b></p>
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**WARNING:**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

**GOPHER STATE ONE CALL**

TWIN CITY AREA: 651-454-0002  
TOLL FREE 1-800-252-1166

**EROSION/SILTATION CONTROL**

- ALL EROSION CONTROL AND SILTATION CONTROL WILL COMPLY WITH MINNESOTA'S BEST MANAGEMENT PRACTICES MANUAL AND REGULATIONS OF THE CITY.
- THE CONTRACTOR SHALL BE FAMILIAR WITH AND FOLLOW ALL REQUIREMENTS OF THE MPCA NPDES PHASE II PERMIT FOR CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO: EROSION CONTROL INSPECTIONS EVERY 7 DAYS, INSPECTION AFTER 0.5" RAINFALL OR MORE AND DOCUMENTATION OF ALL CORRECTIVE MEASURES. INSPECTIONS AFTER RAIN EVENTS SHALL BE CONDUCTED WITHIN 24 HOURS. BY BEGINNING CONSTRUCTION, THE CONTRACTOR ACKNOWLEDGES THE TERMS OF THIS PERMIT AND AGREES TO ABIDE BY THEM.
- ALL NONFUNCTIONAL BMP'S SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY OR WHEN FIELD CONDITIONS ALLOW.
- PERIMETER CONTROL DEVICES SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN NONFUNCTIONAL OR SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE DEVICE.
- BY DEPOSITING OF SILT OR MUD ON NEW OR EXISTING PAVEMENT SHALL BE REMOVED WITHIN ONE CALENDAR DAY OF DISCOVERY. REMOVAL FROM EXISTING PAVEMENTS SHALL BE ACCOMPLISHED BY SWEEPING.
- THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION INCLUDING BUT NOT LIMITED TO ROCK ENTRANCES AND/OR SILT FENCES. CONTROL SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL DESIGN AND IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY, AT HIS/HER OPTION DIRECT THE CONTRACTOR IN HIS/HER METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS.
- ALL SEDIMENT DEPOSITS AND DELTAS SHALL BE REMOVED FROM SURFACE WATERS (INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS) AND THE REMOVAL AREAS REESTABLISHED WITHIN 7 DAYS, ALL AT THE EXPENSE OF THE CONTRACTOR. THE SILT FENCES SHALL BE REMOVED AND THE SILT REMOVED FROM THE PONDING AREAS BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH AND THE MONITORING REQUIREMENTS OF THE MPCA PERMIT.
- ALL DISTURBED AREAS, EXCEPT ROADWAYS, BUILDING AREAS, AND SIDEWALKS, SHALL BE RESTORED WITH A MINIMUM 4 INCHES TOPSOIL, SEEDED AND MULCHED (TYPE 1). SEEING SHALL BE IN ACCORDANCE WITH MNDOT SPECIFICATION 2575, SEED MIX 22-111 @ 31 LBS/ACRE (OR APPROVED EQUAL). DORMANT SEEDED AREAS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH MNDOT SPECIFICATIONS. STRAW MULCHING QUANTITY SHALL BE TWO TONS PER ACRE. FERTILIZER (10-10-20) SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE (CAN BE OMITTED IN LANDSCAPED AREAS IF LANDSCAPED SEEDED IS DONE CONCURRENTLY). MNDOT SEED MIX 21-113 APPLIED AT A RATE OF 110 LBS/ACRE SHALL BE USED FOR TEMPORARY SEEDED IF NEEDED.
- WETLAND BUFFER AREAS THAT ARE DISTURBED BY GRADING SHALL BE RESTORED AS FOLLOWS:
  - SOILS MUST BE DECOMPACTED TO A DEPTH OF 18" PRIOR TO SEEDED OR PLANTING.
  - ALL DISTURBED BUFFERS SHALL BE RESTORED WITH MNDOT SEED MIX 35-241.
- PONDS SHALL BE SEEDED WITH MNDOT SEED MIX 33-261 WITH HYDRAULIC MATRIX.
- CONSTRUCTION SHALL PROCEED IN THE FOLLOWING SEQUENCE:
  - CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY.
  - INSTALL EROSION CONTROL MEASURES AND ROCK CONSTRUCTION ENTRANCE.
  - CONTACT CITY FOR APPROVAL OF EROSION CONTROL INSTALLATION.
  - MAINTAIN EROSION MEASURE, LE, SILT FENCE, ROCK CONSTRUCTION ENTRANCE.
  - COMPLETE SITE GRADING TOLERANCING.
  - INSTALL SEED AND MULCH ON AREAS THAT ARE NOT TO BE HARD SURFACES.
- ALL STORM SEWER INLETS AND FLARED END SECTIONS SHALL BE ADEQUATELY PROTECTED BEFORE AND AFTER PAVEMENT CONSTRUCTION UNTIL ALL DISTURBED AREAS ARE STABILIZED. CONTRACTOR SHALL PLACE MRAI FABRIC AND GRAVEL OVER ALL CATCH BASIN GRATE INLETS UNTIL PAVING SURFACES ARE PAVED AND THE LANDSCAPING IS COMPLETED.
- STOCKPILE AREAS WHICH REMAIN ON THE SITE FOR MORE THAN SEVEN DAYS SHALL BE SEEDED, MULCHED, AND SURROUNDED BY SILT FENCE.
- TEMPORARY OR PERMANENT SEDIMENTATION PONDS, IN THE LOCATIONS SHOWN ON THE PLANS, SHALL BE CONSTRUCTED WITH THE INITIAL GRADING. THE SEDIMENT MUST BE REMOVED FROM THE PONDS, AS NECESSARY, PRIOR TO COMPLETION OF THE PROJECT.
- LOSS SHALL BE INSTALLED AT PIPE INLETS AND OUTLETS UNTIL RIPRAP IS INSTALLED. PERMANENT ENERGY DISSIPATORS SHALL BE INSTALLED WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.
- INSTALL SILT FENCE AROUND POND UPON COMPLETION OF GRADING.
- EROSION AND SEDIMENT MUST REMAIN IN PLACE UNTIL THE SITE SOILS HAVE BEEN PERMANENTLY STABILIZED AND SHALL BE REMOVED WITHIN 30 DAYS THEREAFTER.
- ALL STOCKPILES OF SOIL OR OTHER MATERIALS SUBJECT TO EROSION BY WIND OR WATER SHALL BE COVERED, VEGETATED, ENCLOSED, FENCED ON THE DOWN GRADIENT SIDE OR OTHERWISE EFFECTIVELY PROTECTED FROM EROSION IN ACCORDANCE WITH THE AMOUNT OF TIME THE MATERIAL WILL BE ON SITE AND THE MANNER OF ITS PROPOSED USE.
- LOCATION OF CONCRETE WASHOUT AND HAZARDOUS MATERIALS STORAGE SHALL BE DETERMINED PRIOR TO START OF CONSTRUCTION. THE SWPPP WILL BE UPDATED AND LOCATIONS ADDED AT THAT TIME.
- TEMPORARY OR PERMANENT STABILIZATION SHALL BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION AND SHALL BE COMPLETED NOT LATER THAN SEVEN DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. INITIATED IMMEDIATELY MEANS TAKING AN ACTION TO COMMENCE STABILIZATION AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE WORK DAY, FOLLOWING THE DAY WHEN THE EARTH-DISTURBING ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. INITIATED STABILIZATION IS DEFINED AS COMPLETING ONE (OR MORE) OF THE FOLLOWING: SOIL PREPARATION FOR VEGETATION, MULCHING (OR OTHER NON-VEGETATIVE BMP), SEEDED/PLANTING, OR SCHEDULING STABILIZATION MEASURES TO BE FULLY INSTALLED AND COMPLETED WITHIN THE 7 DAY TIME FRAME.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL A SWPPP MAILBOX (INCIDENTAL).
- ALL STALLS MUST BE STABILIZED WITHIN 24 HOURS OF CONNECTING TO A PROPERTY LINE.
- TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.
- MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE, OR SIMILAR EROSION PREVENTION PRACTICES CANNOT BE USED WITHIN THE NORMAL WETTED PERIMETER OF DRAINAGE DITCHES OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2%.
- CONTRACTOR SHALL PRESERVE TOPSOIL IN SUFFICIENT QUANTITY TO RESPERD A MINIMUM OF 4" OVER LAWN AND LANDSCAPE AREAS.
- CONTRACTOR SHALL TAKE CARE TO MINIMIZE COMPACTION IN LAWN AND LANDSCAPE AREAS.
- DISCHARGES FROM BMP'S SHALL BE DIRECTED TO VEGETATED AREAS.

**EROSION CONTROL BLANKET REQUIREMENTS**

- TEMPORARY EROSION BLANKET SHALL BE BIODEGRADABLE DOUBLE-NET STRAW (NORTH AMERICAN GREEN S150 OR APPROVED EQUAL) AND EROSION MATS SHALL HAVE A MINIMUM FUNCTIONAL LONGEVITY OF 10 MONTHS.
- CONTRACTOR SHALL PLACE ON SLOPES 3:1 OR GREATER SHALL BE ROLLED DOWN SLOPE AND WITH 4" MINIMUM LAP AND STAPLED AT 1' O.C.
- CONSTRUCT A 6"x12" ANCHOR TRENCH 3' BEYOND CREST AND TOE OF SLOPE. STAPLE EROSION BLANKET IN TRENCH AT 1' O.C.
- EDP'S SHALL BE STABILIZED WITH MNDOT TRM CATEGORY 1 TURF REINFORCEMENT MAT.

**PROJECT DIRECTORY**

**DEVELOPER**  
ST FRANCIS LAND DEVELOPMENT, LLC.  
ATTN:DALE WILLENBRING  
712 VISTA BLVD #303  
WACONIA, MN 55387  
PH: 952.715.2926  
EMAIL: DALE@TAMARACKLAND.COM

**ENGINEER**  
CAMPION ENGINEERING SERVICES, INC  
ATTN:MARTY CAMPION  
PO BOX 41486  
PLYMOUTH, MN 55441  
763.486.3799  
EMAIL: MCAMPION@CAMPIONENG.COM

**EROSION CONTROL INSTALLER**

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**CONTRACTOR**

NAME: \_\_\_\_\_  
CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**EROSION CONTROL QUANTITIES:**

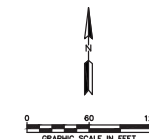
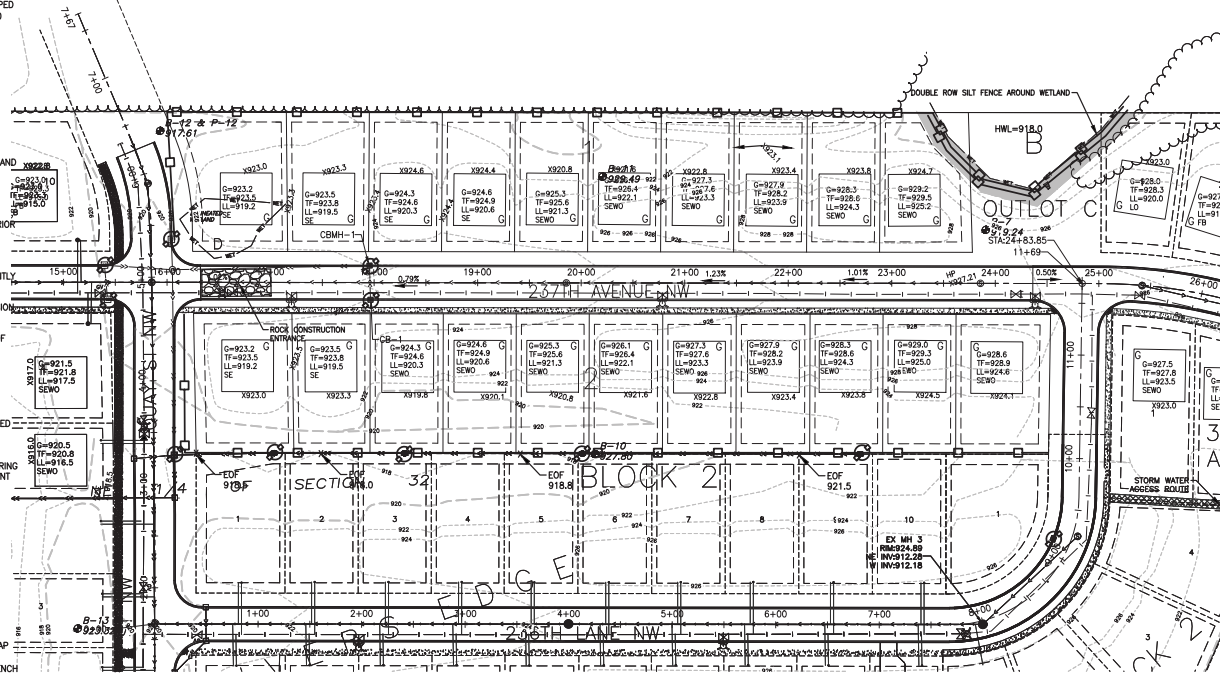
SITE RESTORATION:  
SEED MIX 22-111 = 2 AC  
SILT FENCE = 2340 LF  
INLET PROTECTION = 11 EA  
ROCK CONSTRUCTION ENTRANCE = 1 EA



● DENOTES INLET PROTECTION

□ DENOTES ROCK CONSTRUCTION ENTRANCE

□ DENOTES SILT FENCE

**BENCHMARK**

SE CORNER OF THE EAST 1/2  
OF THE SW 1/4 OF SECTION 29  
(SOUTH 1/4 CORNER OF SECTION 32)  
TOWNSHIP 34, RANGE 24  
EAST IRON MONUMENT  
BENCHMARK: TOP OF MONUMENT  
ELEVATION = 921.97 (NGVD 29)

NO.	DATE	DESCRIPTION	REVISIONS



**CAMPION  
ENGINEERING  
SERVICES, INC.**

• Civil Engineering • Land Planning  
PO BOX 41486  
PLYMOUTH, MN 55441  
PHONE: (763)486.3799  
EMAIL: MCAMPION@CAMPIONENG.COM

I hereby certify that this plan, specification  
or report has been prepared by me or  
under my direct supervision and that  
I am a duly licensed Professional Engineer  
under the laws of the State of Minnesota.  
Martin P. Campion - Lic. # 19901 Date: 04/26/2022

**RIVERS EDGE 6TH ADDITION**  
**ST FRANCIS LAND DEVELOPMENT, LLC**  
ST FRANCIS, MN

**PRELIMINARY STORM WATER  
POLLUTION PREVENTION PLAN**  
SHEET NO. 6 OF 9 SHEETS

PROJECT NO:  
**22-015**  
DATE:  
**04/26/2022**





CITY COUNCIL AGENDA  
REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Craig Jochum, City Engineer  
**SUBJECT:** 2022 Street Rehabilitation Project – Resolution 2022-29 Accepting Bids and Awarding Contract  
**DATE:** June 6, 2022

**OVERVIEW:**

Staff received bids for the 2022 Street Rehabilitation Project. The bids were opened on May 17, 2022 at 10:00 a.m. at the City Hall. A total of seven bids were received. The bids were as follows:

<u>Contractor</u>	<u>Bid Amount</u>
OMG Midwest Inc. dba Minnesota Paving & Materials	\$356,206.65
Knife River Corporation	\$359,525.45
Douglas-Kerr Underground, LLC	\$368,913.50
North Valley, Inc.	\$388,219.49
Novco Inc.	\$406,151.35
Bituminous Roadways Inc.	\$415,990.75
Meyer Contracting Inc.	\$421,817.11

The engineers estimate for this project was \$399,637. In general, the Roanoke Street improvements include a 1.5-inch overlay and the 239<sup>th</sup> Avenue and Xavis Street improvements include a full These streets are programmed into the City’s Capital Improvement Program for the year 2022. The bid tabulation is attached.

**ACTION TO BE CONSIDERED:**

The attached resolution accepts the bids and awards the contract to OMG Midwest Inc. dba Minnesota Paving & Materials in the amount of \$356,206.65. Consideration to adopt Resolution 2022-29 Accepting Bids and Awarding Contract.



**BUDGET IMPLICATION:**

This project will be financed with Municipal State Aid Funds and Local Funds. The street surface improvements for Roanoke Street will be financed with Municipal State Aid funds and the street surface improvements for 239<sup>th</sup> Avenue and Xavis Street will be financed with Local Street Funds.

A summary of the construction cost for each funding source is as follows:

<b>Funding Source</b>	<b>Construction Cost</b>
Municipal State Aid Fund	\$87,603
Local Street Fund	\$268,606
<b>Totals</b>	<b>\$356,206.65</b>

These funds are available and appropriate for this project.

Attachments:

- RESOLUTION 2022-29 ACCEPTING BIDS AND AWARDED CONTRACT
- BID TABULATION

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

RESOLUTION NO. 2022-29

A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT  
FOR THE 2022 STREET REHABILITATION PROJECT

**WHEREAS**, pursuant to an advertisement for bids for the rehabilitation of Roanoke Street, 239<sup>th</sup> Avenue, and Xavis Street, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

OMG Midwest Inc. dba Minnesota Paving & Materials	\$356,206.65
Knife River Corporation	\$359,525.45
Douglas-Kerr Underground, LLC	\$368,913.50
North Valley, Inc.	\$388,219.49
Novco Inc.	\$406,151.35
Bituminous Roadways Inc.	\$415,990.75
Meyer Contracting Inc.	\$421,817.11

**AND WHEREAS**, it appears that OMG Midwest Inc. dba Minnesota Paving & Materials, of Rogers, Minnesota is the lowest responsible bidder:

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with OMG Midwest Inc. dba Minnesota Paving & Materials of Rogers, Minnesota in the name of the City of St. Francis for the 2022 Street Rehabilitation Project, according to the plans and specifications therefore approved by the city council and on file in the office of the City Clerk.
2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the bid bond made with their bids, except that the bid bond of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6<sup>TH</sup> DAY OF JUNE, 2022.

ATTEST:

\_\_\_\_\_  
Jennifer Wida, City Clerk

APPROVED:

\_\_\_\_\_  
Steven D. Feldman, Mayor

**BID TABULATION**  
**City of St. Francis**  
**2022 Street Rehabilitation Project**

Agenda Item # 9A.

Bids were opened at 10:00 a.m., May 17, 2022.  
There were seven (7) bids received, as shown herein.

Base Bid					OMG Midwest Inc. dba Minnesota Paving & Materials		Knife River Corporation		Douglas-Kerr Underground, L.L.C	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	LUMP SUM	1	\$19,791.50	\$19,791.50	\$23,500.00	\$23,500.00	\$25,600.00	\$25,600.00
2	2104.503	SAWING CONCRETE PAVEMENT - FULL DEPTH	LIN FT	45	\$8.50	\$382.50	\$10.00	\$450.00	\$5.15	\$231.75
3	2104.503	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN FT	200	\$4.50	\$900.00	\$4.00	\$800.00	\$3.55	\$710.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	90	\$15.50	\$1,395.00	\$10.00	\$900.00	\$8.70	\$783.00
5	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	20	\$35.00	\$700.00	\$50.00	\$1,000.00	\$15.35	\$307.00
6	2106.603	CONSTRUCT DRAINAGE DITCH	LIN FT	334	\$13.50	\$4,509.00	\$20.00	\$6,680.00	\$11.10	\$3,707.40
7	2112.519	SUBGRADE PREPARATION	ROAD STATION	37	\$172.50	\$6,382.50	\$175.00	\$6,475.00	\$227.00	\$8,399.00
8	2211.509	AGGREGATE BASE CLASS 2	TON	305	\$56.00	\$17,080.00	\$42.00	\$12,810.00	\$52.80	\$16,104.00
9	2211.509	AGGREGATE BASE CLASS 5	TON	197	\$37.50	\$7,387.50	\$30.00	\$5,910.00	\$19.05	\$3,752.85
10	2215.504	FULL DEPTH RECLAMATION	SQ YD	10545	\$1.20	\$12,654.00	\$1.25	\$13,181.25	\$1.85	\$19,508.25
11	2232.504	MILL BITUMINOUS SURFACE	SQ YD	225	\$14.00	\$3,150.00	\$12.00	\$2,700.00	\$14.65	\$3,296.25
12	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	1053	\$1.80	\$1,895.40	\$2.40	\$2,527.20	\$1.90	\$2,000.70
13	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	SQ YD	259	\$30.00	\$7,770.00	\$24.00	\$6,216.00	\$37.25	\$9,647.75
14	2360.509	TYPE SP 4.75 BITUMINOUS MIXTURE FOR TIGHT BLADE LEVELING	TON	40	\$171.50	\$6,860.00	\$125.00	\$5,000.00	\$179.00	\$7,160.00
15	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	TON	1723	\$76.25	\$131,378.75	\$81.00	\$139,563.00	\$79.75	\$137,409.25
16	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	TON	1297	\$75.50	\$97,923.50	\$79.00	\$102,463.00	\$78.90	\$102,333.30
17	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	20	\$175.50	\$3,510.00	\$180.00	\$3,600.00	\$188.00	\$3,760.00
18	2540.602	MAIL BOX	EACH	26	\$200.50	\$5,213.00	\$200.00	\$5,200.00	\$209.00	\$5,434.00
19	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$3,031.00	\$3,031.00	\$500.00	\$500.00	\$1,253.00	\$1,253.00
20	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$1,955.50	\$1,955.50	\$3,000.00	\$3,000.00	\$2,037.00	\$2,037.00
21	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	300	\$3.80	\$1,140.00	\$2.15	\$645.00	\$3.65	\$1,095.00
22	2574.507	LOAM TOPSOIL BORROW	CU YD	130	\$57.00	\$7,410.00	\$50.00	\$6,500.00	\$26.35	\$3,425.50
23	2575.523	WATER	MGAL	62	\$50.00	\$3,100.00	\$40.00	\$2,480.00	\$83.00	\$5,146.00
24	2575.604	SITE RESTORATION	SQ YD	3750	\$2.85	\$10,687.50	\$1.98	\$7,425.00	\$1.55	\$5,812.50
<b>Total Base Bid</b>						<b><u>\$356,206.65</u></b>		<b><u>\$359,525.45</u></b>		<b><u>\$368,913.50</u></b>

**BID TABULATION**  
**City of St. Francis**  
**2022 Street Rehabilitation Project**

Agenda Item # 9A.

Bids were opened at 10:00 a.m., May 17, 2022.  
There were seven (7) bids received, as shown herein.

Base Bid					North Valley, Inc.		Novco Inc.		Bituminous Roadways Inc.	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	LUMP SUM	1	\$12,181.71	\$12,181.71	\$27,000.00	\$27,000.00	\$20,000.00	\$20,000.00
2	2104.503	SAWING CONCRETE PAVEMENT - FULL DEPTH	LIN FT	45	\$8.50	\$382.50	\$9.00	\$405.00	\$5.60	\$252.00
3	2104.503	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN FT	200	\$4.25	\$850.00	\$8.00	\$1,600.00	\$1.90	\$380.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	90	\$28.50	\$2,565.00	\$10.00	\$900.00	\$17.00	\$1,530.00
5	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	20	\$71.25	\$1,425.00	\$105.00	\$2,100.00	\$27.00	\$540.00
6	2106.603	CONSTRUCT DRAINAGE DITCH	LIN FT	334	\$23.29	\$7,778.86	\$30.00	\$10,020.00	\$12.25	\$4,091.50
7	2112.519	SUBGRADE PREPARATION	ROAD STATION	37	\$338.95	\$12,541.15	\$570.00	\$21,090.00	\$400.00	\$14,800.00
8	2211.509	AGGREGATE BASE CLASS 2	TON	305	\$56.40	\$17,202.00	\$23.00	\$7,015.00	\$39.25	\$11,971.25
9	2211.509	AGGREGATE BASE CLASS 5	TON	197	\$52.37	\$10,316.89	\$33.00	\$6,501.00	\$28.50	\$5,614.50
10	2215.504	FULL DEPTH RECLAMATION	SQ YD	10545	\$1.59	\$16,766.55	\$3.75	\$39,543.75	\$3.30	\$34,798.50
11	2232.504	MILL BITUMINOUS SURFACE	SQ YD	225	\$14.00	\$3,150.00	\$15.00	\$3,375.00	\$4.50	\$1,012.50
12	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	1053	\$4.26	\$4,485.78	\$3.20	\$3,369.60	\$3.50	\$3,685.50
13	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	SQ YD	259	\$40.70	\$10,541.30	\$37.00	\$9,583.00	\$36.00	\$9,324.00
14	2360.509	TYPE SP 4.75 BITUMINOUS MIXTURE FOR TIGHT BLADE LEVELING	TON	40	\$136.65	\$5,466.00	\$190.00	\$7,600.00	\$150.00	\$6,000.00
15	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	TON	1723	\$84.24	\$145,145.52	\$80.00	\$137,840.00	\$87.00	\$149,901.00
16	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	TON	1297	\$76.10	\$98,701.70	\$72.00	\$93,384.00	\$87.00	\$112,839.00
17	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	20	\$240.87	\$4,817.40	\$110.00	\$2,200.00	\$210.00	\$4,200.00
18	2540.602	MAIL BOX	EACH	26	\$221.49	\$5,758.74	\$100.00	\$2,600.00	\$210.00	\$5,460.00
19	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$1,661.14	\$1,661.14	\$5,000.00	\$5,000.00	\$500.00	\$500.00
20	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$2,159.49	\$2,159.49	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00
21	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	300	\$4.98	\$1,494.00	\$5.00	\$1,500.00	\$4.20	\$1,260.00
22	2574.507	LOAM TOPSOIL BORROW	CU YD	130	\$56.36	\$7,326.80	\$34.00	\$4,420.00	\$60.00	\$7,800.00
23	2575.523	WATER	MGAL	62	\$49.83	\$3,089.46	\$40.00	\$2,480.00	\$63.00	\$3,906.00
24	2575.604	SITE RESTORATION	SQ YD	3750	\$3.31	\$12,412.50	\$3.50	\$13,125.00	\$3.10	\$11,625.00
<b>Total Base Bid</b>						<b><u>\$388,219.49</u></b>		<b><u>\$406,151.35</u></b>		<b><u>\$415,990.75</u></b>

**BID TABULATION**  
**City of St. Francis**  
**2022 Street Rehabilitation Project**

Agenda Item # 9A.

Bids were opened at 10:00 a.m., May 17, 2022.  
There were seven (7) bids received, as shown herein.

Base Bid					Meyer Contracting Inc.	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	2021.501	MOBILIZATION	LUMP SUM	1	\$17,450.00	\$17,450.00
2	2104.503	SAWING CONCRETE PAVEMENT - FULL DEPTH	LIN FT	45	\$4.29	\$193.05
3	2104.503	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LIN FT	200	\$2.82	\$564.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	90	\$11.59	\$1,043.10
5	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	20	\$12.47	\$249.40
6	2106.603	CONSTRUCT DRAINAGE DITCH	LIN FT	334	\$12.17	\$4,064.78
7	2112.519	SUBGRADE PREPARATION	ROAD STATION	37	\$437.69	\$16,194.53
8	2211.509	AGGREGATE BASE CLASS 2	TON	305	\$96.69	\$29,490.45
9	2211.509	AGGREGATE BASE CLASS 5	TON	197	\$36.09	\$7,109.73
10	2215.504	FULL DEPTH RECLAMATION	SQ YD	10545	\$5.72	\$60,317.40
11	2232.504	MILL BITUMINOUS SURFACE	SQ YD	225	\$14.26	\$3,208.50
12	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	1053	\$3.20	\$3,369.60
13	2360.504	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	SQ YD	259	\$35.25	\$9,129.75
14	2360.509	TYPE SP 4.75 BITUMINOUS MIXTURE FOR TIGHT BLADE LEVELING	TON	40	\$185.79	\$7,431.60
15	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	TON	1723	\$78.96	\$136,048.08
16	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	TON	1297	\$70.52	\$91,464.44
17	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	20	\$200.52	\$4,010.40
18	2540.602	MAIL BOX	EACH	26	\$200.00	\$5,200.00
19	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	\$500.00	\$500.00
20	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$1,950.00	\$1,950.00
21	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	300	\$2.15	\$645.00
22	2574.507	LOAM TOPSOIL BORROW	CU YD	130	\$66.31	\$8,620.30
23	2575.523	WATER	MGAL	62	\$99.00	\$6,138.00
24	2575.604	SITE RESTORATION	SQ YD	3750	\$1.98	\$7,425.00
<b>Total Base Bid</b>					<b><u>\$421,817.11</u></b>	



## CITY COUNCIL AGENDA REPORT

---

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Amendment to City Code Section 10-73-03 General Landscaping and Maintenance – 1<sup>st</sup> Reading  
**DATE:** June 6, 2022

---

### **OVERVIEW:**

The City has received a request to amend its City Code, Section 10-73-03 to allow certain features in drainage and utility easements with reasonable conditions.

St Francis currently prohibits fences and tree plantings in utility easements. There are certain situations where it may be beneficial to a property and its neighbors to allow these types of aesthetic and buffering elements within an easement, such as to provide a separation between two incompatible uses or to break up the perimeter of a parking lot.

Staff conducted background research to explore best practices for managing improvements within drainage and utility easements. That research found that it is common to allow limited improvements within D&U easements at the property owner's own risk and with City review and approval.

The proposed amendment to Section 10-73-03 incorporates the findings drawn from the review of neighboring communities' best practices that was conducted by Staff.

### **PLANNING COMMISSION REVIEW:**

The Planning Commission reviewed this amendment request at their meeting on May 18, 2022 and held a public hearing. No members of the public attended the hearing. After discussion, Commissioners unanimously recommended approval of the amendment.

### **ACTION TO BE CONSIDERED:**

Following the Planning Commission's recommendation for approval, a draft ordinance was created for your review. The June 6<sup>th</sup> Council meeting is the 1<sup>st</sup> reading of the draft ordinance. If Council approves the 1<sup>st</sup> reading, the 2<sup>nd</sup> reading would take place at the June 20<sup>th</sup> meeting, with the amendment becoming effective on July 24, 2022.

### **Suggested Motion:**

Move to approve the 1<sup>st</sup> Reading of Ordinance 297 approving the amendment to Section 10-73-03 of the City Code as presented by Staff.

**ATTACHMENTS:**

- Draft Ordinance 297

# ORDINANCE NO. 297, SECOND SERIES

## CITY OF ST. FRANCIS ANOKA COUNTY

### AN ORDINANCE MODIFYING SECTION 10-73-03 OF THE ZONING CODE TO ALLOW SITE ELEMENTS WITHIN DRAINAGE AND UTILITY EASEMENTS WITH RESTRICTIONS – 1<sup>ST</sup> READING

THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA,  
ORDAINS:

Changes in the following sections are denoted with an underline for new text or a strikethrough for ~~deleted language~~.

**Section 1.** Section 10-73-03 General Landscaping and Maintenance of the St. Francis Code of Ordinances is hereby amended to read as follows:

#### **10-73-03. – General landscaping and maintenance.**

- A. All exposed ground areas, including street boulevards, and areas not devoted to off-street parking, drives, sidewalks, patios or other such improvements shall be landscaped with grass, shrubs, trees or other ornamental landscape materials within one (1) year following the date on which the certificate of occupancy is issued.
- B. All landscaped areas shall be maintained by the property owner and kept neat, clear and uncluttered, and where landscaping is required as part of City approvals, any plant material which is diseased or dies shall be replaced with like kind of the original size.
- C. Fences and/or tree plantings ~~are not allowed in utility easements.~~ may be allowed in drainage and utility easements with approval by the City Engineer. Features may be placed in such easements by the owner, at the owner's risk of removal (without compensation) by the City or other agencies that may have legal use of the easement. Such features shall not be placed in a manner that prohibits or significantly impacts the public use of the easement for any utility or drainage purpose.

**Section 2.** This Ordinance shall take effect and be enforced from and after its passage and publication according to law.



Approved and adopted by the City Council of the City of St. Francis this 6<sup>th</sup> day of June, 2022.

SEAL

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Steven D. Feldman, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

*Published in the Anoka County Union Herald* \_\_\_\_\_.

DRAFTED BY:  
**Hoisington Koegler Group, Inc.**  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401



CITY COUNCIL AGENDA  
REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Erkium Street Variance  
**DATE:** June 6, 2022  
**APPLICANT:** Tayllor & Alex Baldwin  
**LOCATION:** XXX Erkium St NW

**OVERVIEW:**

Tayllor and Alex Baldwin have submitted a variance application for the 40-acre property located at XXX Erkium St NW in St Francis. This undeveloped property is located outside of the City’s Urban Service Area. A large wetland complex makes up roughly 90% of the total area of the site. The applicant is proposing to construct a single-family home in the southwestern corner of the site. A driveway located in the existing public right-of-way is proposed to provide access from the home to the northern end of Erkium St NW.

All lots are required to have frontage and access “directly onto an abutting, improved, and City-accepted public street” (Code Section 10-41-03). The subject site abuts 66’ of undeveloped ROW, and therefore does not meet the requirements for frontage and access for a buildable lot. A variance to public street frontage is requested.

**PLANNING COMMISSION:**

The Planning Commission reviewed the variance request at their May 18<sup>th</sup> meeting and held a public hearing. The property owner to the south of the subject property attended to discuss the history of the Erkium Street cul-de-sac and question if Erkium Street should be extended as part of this request.

Commissioners discussed Erkium Street and the potential of a road extension to the north. Staff noted that the existing wetland complexes in the area are extensive and are not conducive for a roadway extension to the north; therefore, the proposed house does not reduce the development potential for the area. Erkium Street could be extended to the west in the future if the adjacent parcel were to develop.

Erkium Street would not change as part of the variance request. The applicant would be responsible for creating a driveway within the public right-of-way and meeting Code requirements that spans the distance between the northern end of Erkium Street and the proposed home.

Following the public hearing and discussion, the Planning Commission unanimously recommended approval of the request.

**ACTION TO BE CONSIDERED:**

Given the Planning Commission's recommendation for approval of the variance request, a draft resolution has been prepared for your review.

**Suggested Motion:**

*Move to adopt Resolution 2022-32 approving the public street frontage variance request for XXX Erkium with conditions and findings of fact as presented by Staff.*

**ATTACHMENTS:**

- Draft Resolution 2022-32
- Applicant Submittals
- Planning Commission Memo for May 18 meeting

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

RESOLUTION 2022-32

A RESOLUTION APPROVING A VARIANCE FOR THE PROPERTY LOCATED 160 FEET NORTH OF THE NORTHERN TERMINUS OF ERKIUM STREET NW

**WHEREAS**, the applicants, Tayllor and Alex Baldwin, have requested a variance from Section 10-41-03 of the City Code to build on a lot with no direct access onto an improved public street; and

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

**WHEREAS**, Section 10-41-03 of the City Code requires all City lots to have direct access onto an improved public street; and

**WHEREAS**, the Erkium Street NW cul-de-sac ends roughly 160 feet to the south of the subject property; and

**WHEREAS**, on May 18, 2022, 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 May 18, 2022, 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 June 6, 2022, 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 variance for the property located 160 feet from the northern terminus of Erkium St NW based on the following findings of fact:

1. The proposed use fits in with existing permitted with standards uses making it in harmony with the general purposes and intent of the Ordinance.
2. The proposed use of single-family residential home is consistent with the Comprehensive Plan.
3. Reasonableness: The intended use of the property as a single-family home is a reasonable way for the property owner to want to use their property. The proposed construction is

modest in scale and meets other requirements particular to the property. The property owner proposes to use the property in a reasonable manner.

- 4. Uniqueness: The condition that has led to the request for a variance was a pre-existing condition of the property and was not created by the property owner. The circumstances of the lack of ROW frontage and lack of access to an improved road are unique to this property.
- 5. Essential Character: The granting of this variance will create conditions that allow the property owner to improve the property for a rural residential use that is consistent with the existing character of the area and does not alter the essential character of the neighborhood.
- 6. The variance involves a use that is allowed a permitted with standards use within the A-2 zoning district.

**BE IT FURTHER RESOLVED** that approval of the lot frontage variance at XX Erkium St NW shall be subject to the following conditions:

- 1. The applicant shall enter into an agreement with the City to allow for a private driveway within the public ROW.
- 2. A wetland delineation report shall be conducted to determine the exact location of the bounds of the wetland to ensure that the proposed structures are adequately set back from the wetland edge.
- 3. Applicant shall provide the legal description for the site.
- 4. The applicant is responsible for all fees related to the review of this application.
- 5. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.
- 6. The applicant shall record the approval document(s) with the County Recorder in accordance with Section 10-31-03 of the City Code.

Approved and adopted by the City Council of the City of St. Francis on the 6<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Steven D. Feldman, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

\_\_\_\_\_  
Dated

**This Instrument Drafted By:**  
Hoisington Kogler Group, Inc.  
800 Washington Ave, Suite 103  
Minneapolis, MN 55401

**EXHIBIT A**

**Legal Description:**

<To Be Inserted>

## EXHIBIT B

### Parcel B Proposed Legal Description:

**PARCEL B**

*That part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 34, Range 24, Anoka County, Minnesota, described as follows:*

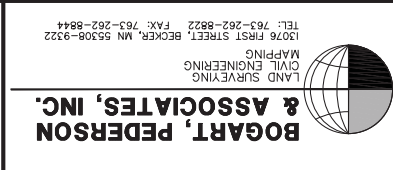
*Commencing at the northwest corner of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 13 minutes 28 seconds West, assumed bearing, along the west line of said Southwest Quarter of the Southwest Quarter, a distance of 200.66 feet to the point of beginning of the parcel to be described; thence North 82 degrees 04 minutes 25 seconds East, a distance of 151.06 feet; thence South 59 degrees 23 minutes 08 seconds East, a distance of 156.00 feet; thence South 32 degrees 02 minutes 43 seconds West, a distance of 119.94 feet; thence South 61 degrees 18 minutes 49 seconds East, a distance of 106.40 feet; thence South 04 degrees 00 minutes 09 seconds East, a distance of 46.01 feet; thence South 66 degrees 40 minutes 36 seconds East, a distance of 70.78 feet; thence South 15 degrees 08 minutes 31 seconds East, a distance of 109.74 feet; thence South 53 degrees 28 minutes 08 seconds East, a distance of 152.45 feet; thence South 40 degrees 44 minutes 41 seconds West, a distance of 87.21 feet; thence South 08 degrees 37 minutes 01 seconds West, a distance of 116.53 feet; thence South 69 degrees 24 minutes 54 seconds East, a distance of 46.64 feet; thence North 40 degrees 00 minutes 24 seconds East, a distance of 133.31 feet; thence South 75 degrees 57 minutes 51 seconds East, a distance of 70.96 feet; thence South 14 degrees 59 minutes 19 seconds East, a distance of 77.76 feet; thence South 86 degrees 23 minutes 24 seconds East, a distance of 131.90 feet; thence South 23 degrees 17 minutes 09 seconds East, a distance of 42.32 feet; thence South 45 degrees 32 minutes 32 seconds West, a distance of 62.05 feet; thence South 35 degrees 36 minutes 28 seconds East, a distance of 31.34 feet; thence North 63 degrees 23 minutes 15 seconds East, a distance of 117.34 feet; thence South 76 degrees 23 minutes 16 seconds East, a distance of 87.85 feet; thence North 80 degrees 19 minutes 30 seconds East, a distance of 280.77 feet; thence South 26 degrees 16 minutes 30 seconds East, a distance of 194.44 feet; thence South 06 degrees 54 minutes 24 seconds East, a distance of 85.51 feet; thence South 49 degrees 58 minutes 33 seconds East, a distance of 26.89 feet, more or less, to the east line of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 13 minutes 44 seconds West, along said east line, a distance of 123.26 feet to the south line of said Southwest Quarter of the Southwest Quarter; thence North 89 degrees 43 minutes 20 seconds West, along said south line, a distance of 1388.03 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 13 minutes 28 seconds East, along said west line, a distance of 1099.97 feet to said point of beginning and there terminating.*

*Subject to easements, restrictions, or reservations of record, if any.*



DATE: 4/14/22  
DESIGN BY: DJJ  
DRAWN BY: DJJ  
CHECKED BY: CAW  
DWG FILE: Sketch  
DWG NO.: 22-0126.00

2. The purpose of this survey was to investigate the buildable area in the southwest corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ . Not all site improvements and encumbrances are shown and this is not a full boundary survey.



● Denotes found iron monument  
 ○ Denotes set iron monument  
 ☒ Denotes set lath  
 ☑ Denotes electrical cabinet  
 ☎ Denotes telephone pedestal  
 ⚡ Denotes electric meter  
 ⚙ Denotes soil boring  
 🌊 Denotes wet land interior  
 🗽 Denotes Jeffrey N. Caine, LS  
 ⬜ Denotes bituminous surface  
 — Denotes major contour  
 — Denotes minor contour  
 — Denotes existing adjainers  
 — Denotes wet land perimeter  
 — Denotes building setback line

SETBACKS (per City):

**SETBACKS (per City):**  
35' Front  
10' Side  
30' Wetland  
35' Rear

1000

## Site Exhibit

131



# PLANNING COMMISSION AGENDA REPORT

**TO:** St. Francis Planning Commission

**FROM:** Brad Scheib, AICP Planner and Natalie Strait, Planner

**SUBJECT:** Erkium Street Variance

**DATE:** 5-11-2022 for 5-18-2022 meeting

**APPLICANT:** Tayllor & Alex Baldwin

**LOCATION:** XXX Erkium St NW, St Francis, MN 55070

**COMP PLAN:** Agriculture

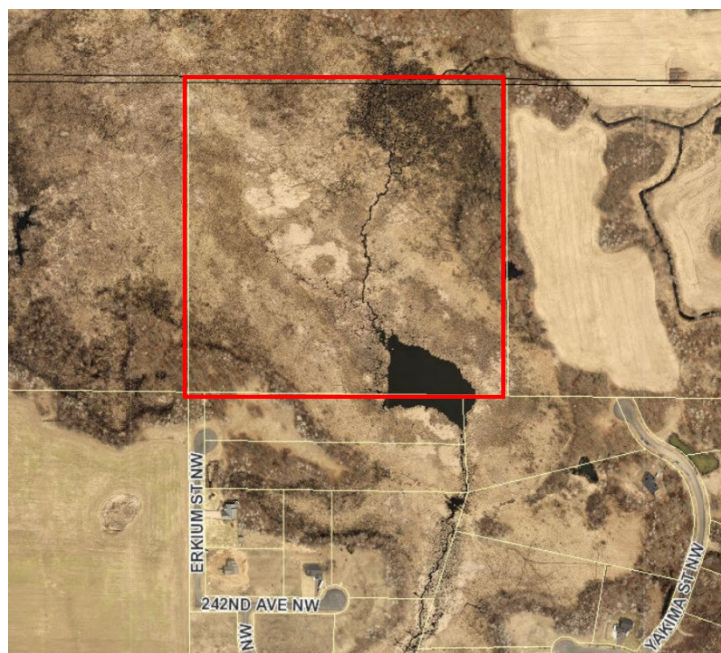
**ZONING:** A-2 Rural Estate-Agriculture

## OVERVIEW:

Tayllor and Alex Baldwin have submitted a Permit Application for a Variance for the 40-acre property located at XXX Erkium St NW in St Francis. This property is currently undeveloped and composed primarily of wetland areas which make up roughly 36.5 acres of the 40-acre site. The application proposes the construction of a single-family home with primary and alternate septic areas as well as a driveway that would connect the property and proposed home to the roadway. The property is in the rural area and municipal sewer and water is not available to the site.

The property is a legal non-conforming lot as it currently does not abut an improved city street. A variance is required for this site to be a buildable site because Erkium Street stops about 160 ft to the south. Therefore, the site does not have “frontage and access directly onto an abutting, improved, and City-accepted public street”. As part of the site plan the applicant has submitted, they are proposing a driveway which would be partially constructed in the platted ROW that would connect the parcel to the existing roadway.

The Planning Commission is requested to hold a public hearing, review the variance, and provide a recommendation to the City Council.



## **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 taking action on the land use request is July 1st 2022.

### ***Variance***

City code section 10-35 allows for the granting of a variance in instances where their strict enforcement would cause practical difficulties because of circumstances unique to the individual property under consideration, and to grant such variances only when it is demonstrated that such actions will be in keeping with the spirit and intent of this Ordinance.

- A. The Board of Adjustment shall not approve any variance request unless they find all of the following criteria have been met:
1. A variance shall only be granted when it is in harmony with the general purposes and intent of the ordinance.
  2. A variance shall only be granted when it is consistent with the comprehensive plan.
  3. A variance may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. Economic considerations alone do not constitute a practical difficulty. In order for a practical difficulty to be established, all of the following criteria shall be met:
    - a. The property owner proposes to use the property in a reasonable manner. In determining if the property owner proposes to use the property in a reasonable manner, the board shall consider, among other factors, whether the variance requested is the minimum variance which would alleviate the practical difficulty and whether the variance confers upon the applicant any special privileges that are denied to the owners of other lands, structures, or buildings in the same district.
    - b. The plight of the landowner is due to circumstances unique to the property not created by the landowner
    - c. That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.
  4. The variance does not involve a use that is not allowed within the respective zoning district.

“Practical Difficulties” is defined as follows: Practical Difficulties, as used in conjunction with a variance, means that:

1. Reasonableness: The property owner proposes to use the land in a reasonable manner for a use permitted in the zone where the land is located, but the proposal is not permitted by other official controls;
2. Uniqueness: The plight of the landowner is due to circumstances unique to the property and that are not created by the landowner; and
3. Essential Character: The variance, if granted, will not alter the essential character of the neighborhood.

Economic considerations alone do not constitute practical difficulties.

**Public Hearing**

City Code Section 10-31-03 requires that a public hearing for review of the variance request 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 350 feet of the subject property.

**ANALYSIS**

**Lot Frontage**

Currently there is not adequate lot frontage on an improved public street. There is ROW platted to the property; however, Erkium Street, which was created as part of the plat directly to the south does was not constructed to the property line.

City Code 10-15-05 a. 4 states that in order for a legal non-conforming lot to be built on it must have frontage on and will directly access an improved public street. A variance is needed in order to meet this requirement.

Because the street is not constructed up to the property line there is not lot frontage on an improved street making this a non-conforming lot. There are a significant number of acres of wetland in this area, and because of this Erkium Street is not expected to continue further North. Therefore, the development of this parcel and extension of the driveway into the ROW to connect to the roadway is likely not blocking any future development.

**Zoning**

This site is guided for Agriculture and is zoned A-2 which is Rural Estate-Agriculture. “The purpose of the A-2 District is to provide suitable areas of the City to be retained and utilized for agricultural uses, un-sewered residential in a rural pattern, and open space, and to prevent rapid urbanization and provide economy in public expenditures.” (10-42-01) The proposed use of a single family detached home fits into this district as a permitted with standards use.





### ***Comprehensive Plan***

The future land use plan has this parcel classified as Agriculture due to the prime agricultural soils in this area. Due to the nature of this site as primarily a wetland area there is not significant potential for agriculture. With the Comprehensive Plan's discussion of agricultural areas, the important role of areas classified as agricultural for the protection of other natural resources such as wetlands is also recognized. The proposed use fits into the intended character of this classification because it is unlikely it could be used for agricultural purposes due to the wetlands and construction of a home at this site contributes to the preservation of the surrounding wetland area.

### ***Lot Dimensions***

For lots in the A-2 district the minimum is 10 acres. The lot in question is 40.5 acres and so meets this requirement. The lot width minimum for areas zoned A-2 is 300 ft, this lot is 1,326.55 ft and so meets this requirement.

### ***Setbacks***

The setbacks required for parcels zoned A-2 are as follows:

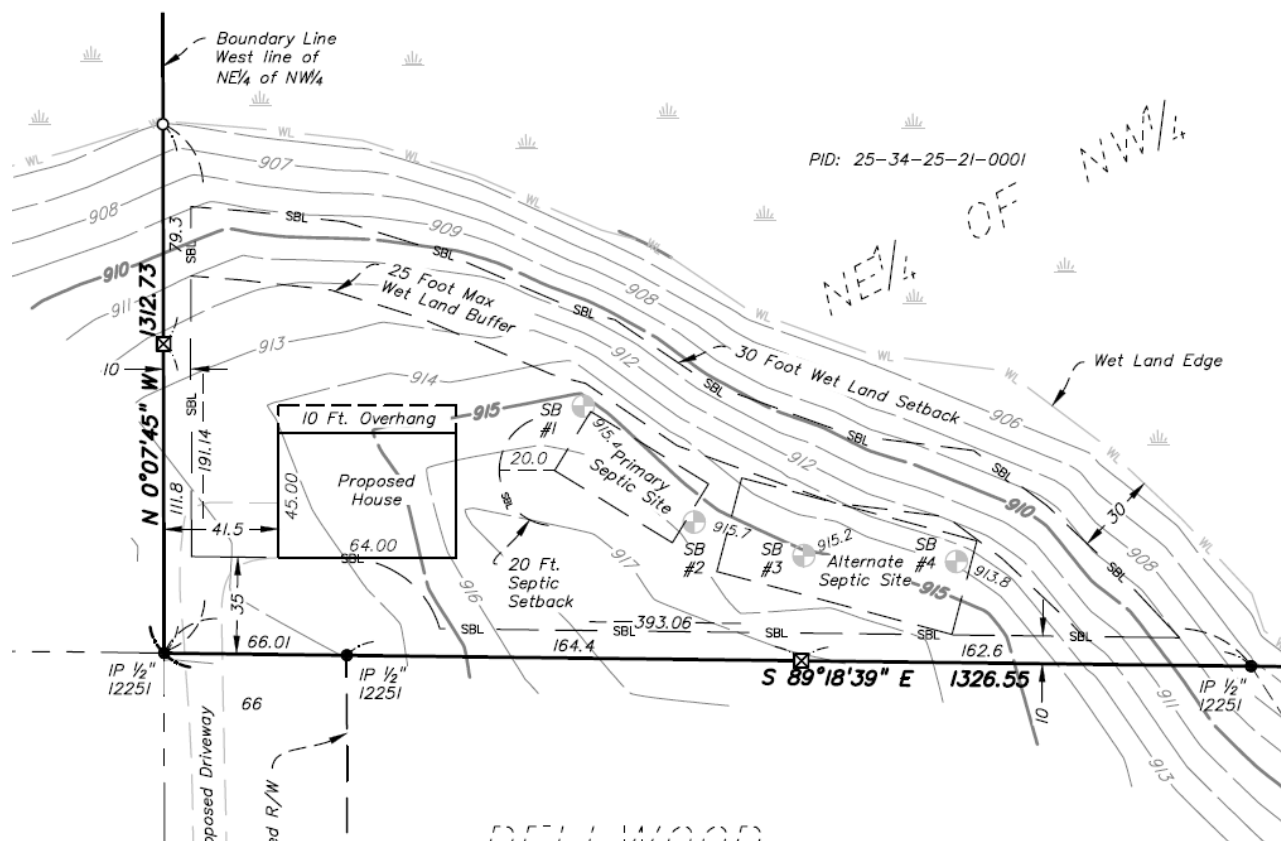
- 75 ft. from collector/arterial streets:
  - The proposed building is more than 75 ft from collector/arterial streets.
- 35 ft. from local streets:
  - The proposed building is 35 ft from the property line and, due to the non-conforming lot's lack of access to an improved roadway, approximately 300 ft from a local street.
- 10 ft. from side:
  - The proposed building is 41.5 ft at the closest point along the West side.
- 35 ft. from rear:
  - The proposed building is significantly more than 35 ft from the rear property line.
- 3 stories or 35 ft. whichever is less:
  - The height of the home is not listed but must be at or under these requirements.

### ***Use Specific Standards***

The proposed use as a single-family home meets the standards of the use specific section of the code of ordinances. As a condition of approval, the home construction must meet the use specific standards for roofing materials and follow the requirements of the State Building Code.

### ***Wetlands***

A building setback of 30 ft from the delineated edge of all wetlands is required, along with a minimum buffer width of 25 ft for high priority wetlands. The proposed site design meets this requirement as the proposed house, primary septic, and alternate septic sites are all over 55 ft from the edge of the wetland as shown in the provided survey Exhibit. An official wetland delineation report should be conducted to confirm these setbacks do to the proximity of proposed structure. In addition, for the buffer strip vegetation should be established to further protect the wetland if it does not already exist, native vegetation is recommended.



**RECOMMENDATIONS**

Staff recommends the following:

- 1. Staff recommends approval of the variance to section 10.15-05 Non-conforming Lots A. 4. to allow for the construction of a single family home without frontage on an improved public street on the property at XXX Erkium St with conditions and noted findings of fact.

**Conditions of Approval**

- 1. The applicant shall enter into a agreement with the City to allow for a private driveway within the public ROW.
- 2. The final building plan must follow the use specific standards:
  - a. Roof must be constructed of earth, composition, metal, shingles or tiled and have at least 3/12 roof pitch with a 1 ft overhang
  - b. State Building Code
- 3. Building height must be at or under 35 ft or 3 Stories, whichever is less.
- 4. A wetland delineation report must be conducted to determine the exact location of the bounds of the wetland to ensure that the proposed structures are adequately setback from the wetland edge.

The above recommendations are supported by the following findings of fact are applicable to both areas of variance:

1. The proposed use fits in with existing permitted with standards uses making it in harmony with the general purposes and intent of the ordinance.
2. The proposed use of single-family residential home is consistent with the comprehensive plan.
3. *Reasonableness*: The intended use of the property as a single-family home is a reasonable way for the property owner to want to use their property. The proposed construction is modest in scale and meets other requirements particular to the property. The property owner proposes to use the property in a reasonable manner.
4. *Uniqueness*: The condition that has led to the request for a variance was a pre-existing condition of the property and was not created by the property owner. The circumstances of the lack of ROW frontage and lack of access to an improved road are unique to this property.
5. *Essential Character*: The granting of this variance will create conditions that allow the property owner to improve the property for a rural residential use that is consistent with the existing character of the area and does not alter the essential character of the neighborhood.
6. The variance involves a use that is allowed a permitted with standards use within the A-2 zoning district.

**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 presented by Staff.
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 Motion:***

Move to recommend approval of the Baldwin site plan and Variance Request with conditions and findings of fact as presented by Staff.

***Attachments:***

1. Applicant Submittals



## CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** St. Francis Dental Clinic Addition  
**DATE:** June 6, 2022  
**APPLICANT:** Sperides Reiners Architects, Eric Reiners on behalf of St. Francis Dental Care PA  
**LOCATION:** 3715 Bridge St NW  
**COMP PLAN:** Commercial  
**ZONING:** B-1 Central Business District

### **OVERVIEW:**

The City has received a site plan application for an addition to an existing dental office building and an expansion of the parking lot at 3715 Bridge St NW to accommodate the existing needs of staff and customers. The proposed building addition will create 5 additional patient rooms while the parking lot expansion will add 8 additional parking stalls on the east end of the shared parking lot.

### **PLANNING COMMISSION:**

The Planning Commission reviewed the site plan request at their May 18<sup>th</sup> meeting. Commissioners discussed the existing parking needs on the site and noted that the site is underparked for its current use. While the addition of 8 parking stalls may not solve the parking issue entirely, it will help to alleviate some of the parking pressure for the site. Following the discussion, the Planning Commission unanimously recommended approval of the request with the addition of a condition that the applicant provide a snow removal plan as part of the site plan documents.

### **ACTION TO BE CONSIDERED:**

Given the Planning Commission's recommendation for approval of the site plan request, a draft resolution has been prepared for your review.

### **Suggested Motion:**

*Move to approve Resolution 2022-33 approving the site plan for the St Francis Dental Care expansion at 3715 Bridge St NW with conditions and findings of fact as presented by Staff.*

### **ATTACHMENTS:**

- Draft Resolution 2022-33
- Applicant Submittals
- May 18, 2022 Planning Commission Memo



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

**RESOLUTION 2022-33**

**A RESOLUTION APPROVING A SITE PLAN FOR THE DENTAL CLINIC  
EXPANSION AT 3715 BRIDGE ST NW**

**WHEREAS**, the applicant, Eric Reiners of Sperides Reiners Architects, on behalf of St. Francis Dental Care PA, has requested site plan approval for the expansion of an existing commercial building and parking lot; and

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

**WHEREAS**, the property is zoned B-1 Central Business; and

**WHEREAS**, dental clinic uses are permitted in the B-1 Central Business District; and

**WHEREAS**, on May 18, 2022, the Planning Commission unanimously recommended approval of the requested site plan; and

**WHEREAS**, on June 6, 2022, the City Council of the City of St. Francis considered the submitted site plan 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 site plan based on the following findings of fact:

1. The site plan is consistent with the Comprehensive Plan with proposed conditions.
2. The site plan meets the standards listed in the City Zoning Code with proposed conditions.

**BE IT FURTHER RESOLVED** that approval of the site plan shall be subject to the following conditions:

1. Additional landscape information shall be submitted to confirm adherence to landscape standards or the Landscape Plan shall be revised to meet all code requirements.
2. No outdoor storage is permitted on the site, including outdoor storage of waste or recyclables unless properly screened per city code.
3. All comments listed in the City Engineer's memo dated May 11, 2022 and included as Exhibit B shall be addressed to the satisfaction of the City Engineer.
4. Applicant shall enter into a temporary construction access agreement with the City of St. Francis to access the rear of the subject site through the abutting City property known as 3731 Bridge St NW.

- 5. Applicant shall provide a snow storage and removal plan which shall be reviewed by the Zoning Administrator for compliance.
- 6. The applicant is responsible for all fees related to the review of this application.
- 7. All fees and financial obligations shall be received by the City prior to the releasing of any building permit for the site.

Approved and adopted by the City Council of the City of St. Francis on the 6<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Steven D. Feldman, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

\_\_\_\_\_  
Dated

DRAFTED BY:  
**Hoisington Koegler Group, Inc.**  
800 Washington Ave N, Suite 103  
Minneapolis, MN 55401

**EXHIBIT A**

Commencing at the Southwest corner of Lot 7, Block 5, Village of St. Francis; thence North a distance of 216 feet to the South line of Lot 3, Block 5, Village of St. Francis; thence East a distance of 66 feet; thence South and parallel with the first course a distance of about 138 feet to the Southwest corner of Lot 9, Block 5, Village of St. Francis; thence East a distance of 32 feet to the Northwest corner of Lot 11, Block 5, Village of St. Francis; thence south a distance of 78 feet, more or less to the Southeast corner of said Lot 7; thence West a distance of 98 feet to the point of commencement, Anoka County, Minnesota.

## **EXHIBIT B**



**Main Office:**  
3601 Thurston Avenue, Anoka, MN 55303  
Phone: 763/427-5860  
www.haa-inc.com



### **MEMORANDUM**

**TO:** Brad Scheib, HKGI

**FROM:** Shane Nelson, Assistant City Engineer

**DATE:** May 11, 2022

**RE:** St. Francis Dental Office Addition

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We have reviewed the application for the above referenced project. A Site Plan dated April 20, 2022 and Grading, Drainage & Erosion Control Plan dated April 20, 2022, prepared by Westwood, have been submitted with the application. We would offer the following:

1. A 5' setback from the parking lot to the property line is required (10-72-08.H) unless a joint parking lot with a maintenance and use agreement has been established. The Applicant shall revise the plans, or provide a joint maintenance and use agreement for review.
2. The plans depict concrete curbing as required by City Code, which is acceptable.
3. The Pavement Section details do not specify the proposed thickness of the bituminous pavement. The plans shall be revised to specify thicknesses as necessary for a 9-Ton design in accordance with City Code (10-72-08.E).
4. The plans appear to depict grading on the adjacent property. The plans shall be revised to contain all grading within the subject property. Alternatively, the Applicant may submit written Easement Agreements indicating approval for the grading on adjacent properties.
5. The plans shall be revised to depict the proposed silt fence/perimeter sediment control locations.
6. The site is relatively constrained, with property lines and/or buildings fairly close to the existing building on either side, and we are unclear on how the Contractor will access the location of the proposed building addition. We would recommend that the Applicant prepare an exhibit to depict the access route. Please note that if the access route includes property outside of the Applicant's ownership, an Easement Agreement will be required.

In summary, we recommend that approval of the Site Plan contingent upon the Applicant addressing the comments herein.

## LEGAL DESCRIPTION (PER WARRANTY DEED NO. 2047427.001)

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*Commencing at the Southwest corner of Lot 7, Block 5, Village of St. Francis; thence North a distance of 216 feet to the South line of Lot 3, Block 5, Village of St. Francis; thence East a distance of 66 feet; thence South and parallel with the first course a distance of about 138 feet to the Southwest corner of Lot 9, Block 5, Village of St. Francis; thence East a distance of 32 feet to the Northwest corner of Lot 11, Block 5, Village of St. Francis; thence south a distance of 78 feet, more or less to the Southeast corner of said Lot 7; thence West a distance of 98 feet to the point of commencement, Anoka County, Minnesota.*

# Milestone Orthodontics

*Drs. Rensch, Becker, Iwen, Crary, and Lin*

**ANDOVER OFFICE**

1573 154<sup>TH</sup> AVE NW #105  
ANDOVER, MN 55304  
763-434-5868

**ANOKA OFFICE**

402 MONROE ST  
ANOKA, MN 55303  
763-427-2740

**BLAINE OFFICE**

810 125<sup>TH</sup> AVE NE  
BLAINE, MN 55434  
763-757-2768

**COON RAPIDS OFFICE**

11441 OSAGE ST NW  
COON RAPIDS, MN 55433  
763-757-7540

**ELK RIVER OFFICE**

822 MAIN ST  
ELK RIVER, MN 55330  
763-253-7531

**ST FRANCIS OFFICE**

3725 BRIDGE ST NW  
ST FRANCIS, MN 55070  
763-753-3393

To whom it may concern,

Milestone Orthodontics hereby acknowledges the intent of St. Francis Dental Care to proceed with expansion of their parking lot. Please let us know if you have any questions or concerns.

Regards,

Dr. Tom Crary DDS, MS



PRELIMINARY  
NOT FOR  
CONSTRUCTION

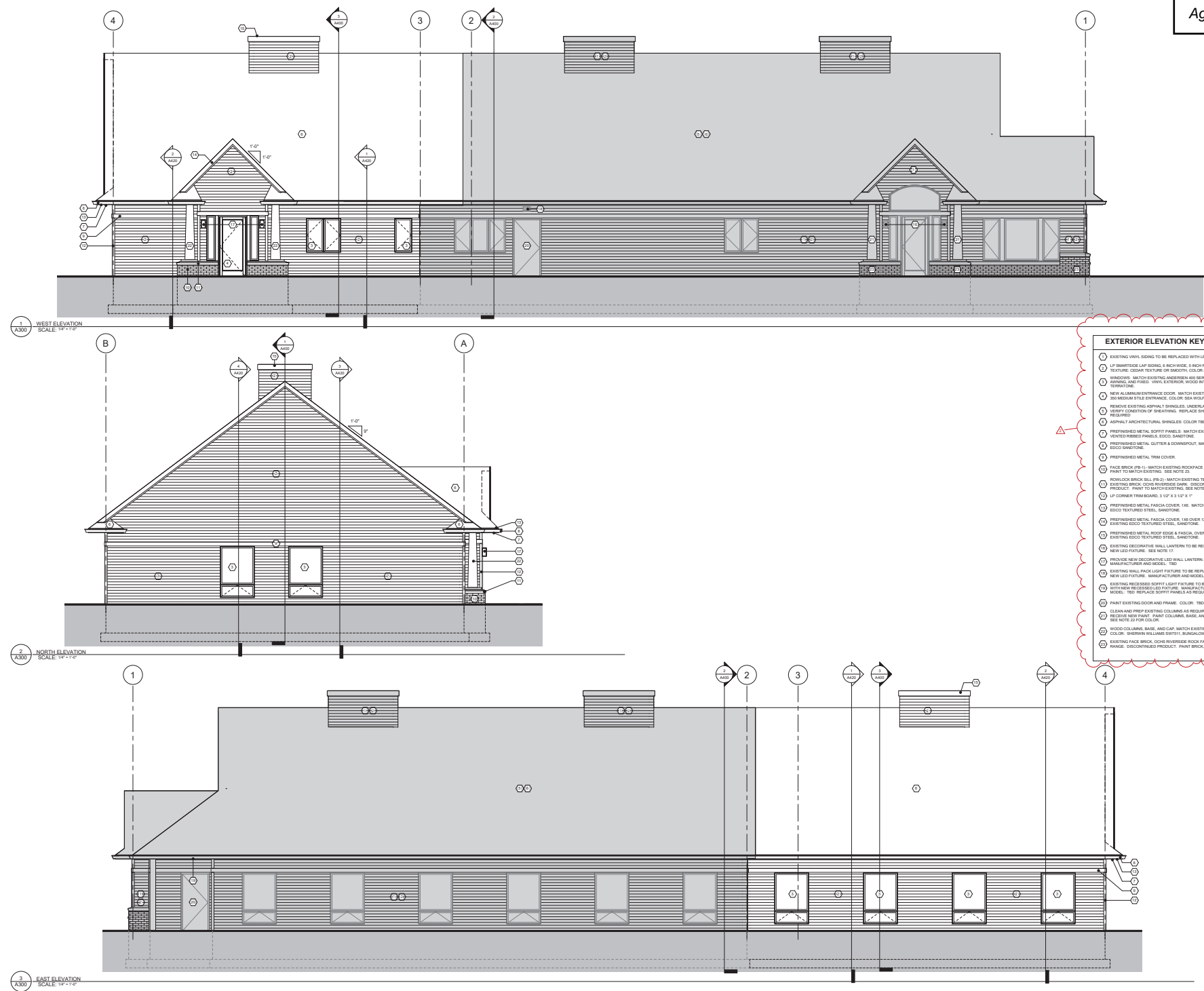
DATE	BY	REVISION
10/1/2014	SR	1. INITIAL DESIGN
10/1/2014	SR	2. REVISED FOR CLIENT COMMENTS

**ST. FRANCIS DENTAL  
CLINIC**

37115 Bridge Street NW  
St. Francis, MN 55070

EXTERIOR  
ELEVATIONS

PROJECT NO. 14-014  
DRAWN BY: SR  
CHECKED BY: SR



- EXTERIOR ELEVATION KEYNOTES**
- EXISTING VINYL SIDING TO BE REPLACED WITH LP SHWARTZ.
  - LP SHWARTZ LAP SIDING, 6 INCH WIDE, 5 INCH REVEAL, TEXTURE: CEDAR TEXTURE OR SMOOTH, COLOR: T80.
  - WINDOWS: MATCH EXISTING ANDERSON 400 SERIES CASSEMENT, AWNING, AND FIXED. VINYL EXTERIOR, WOOD INTERIOR, TYPED TO ME.
  - NEW ALUMINUM ENTRANCE DOOR. MATCH EXISTING KAWNEER 800 SERIES STEEL ENTRANCE, COLOR: SEA HIDE, FIELD VERIFY. REMOVE EXISTING ASPHALT SHINGLES, UNDERLAYMENT, AND VERIFY CONDITION OF SHEATHING. REPLACE SHEATHING AS REQUIRED.
  - ASPHALT ARCHITECTURAL SHINGLES, COLOR: T80.
  - PREFINISHED METAL SOFFIT PANELS. MATCH EXISTING PLAN & VENTED RIBBED PANELS, EDCO, SANDTONE.
  - PREFINISHED METAL GUTTER & DOWNSPOUT, MATCH EXISTING, EDCO SANDTONE.
  - PREFINISHED METAL TRIM COVER.
  - FACE BRICK (PB-1). MATCH EXISTING ROOF/FACE TEXTURE. PAINT TO MATCH EXISTING. SEE NOTE 23.
  - ROWLOCK BRICK GILL (PB-2). MATCH EXISTING TEXTURE. EXISTING BRICK, OCHRE REVERSED GILL, DISCONTINUED PRODUCT. PAINT TO MATCH EXISTING. SEE NOTE 23.
  - LP CORNER TRIM BOARD, 3 1/2" x 3 1/2" x 1/2".
  - PREFINISHED METAL FASCIA COVER, 1/2" MATCH EXISTING EDCO TEXTURED STEEL, SANDTONE.
  - PREFINISHED METAL FASCIA COVER, 1/2" MATCH EXISTING EDCO TEXTURED STEEL, SANDTONE.
  - PREFINISHED METAL ROOF EDGE & FASCIA, OVER 2X6. MATCH EXISTING EDCO TEXTURED STEEL, SANDTONE.
  - EXISTING DECORATIVE WALL LANTERNS TO BE REPLACED WITH NEW LED FUTURE. SEE NOTE 17.
  - PROVIDE NEW DECORATIVE LED WALL LANTERNS, MANUFACTURER AND MODEL: T80.
  - EXISTING WALL PACK LIGHT FIXTURES TO BE REPLACED WITH NEW LED FUTURE, MANUFACTURER AND MODEL: T80.
  - EXISTING RECESSED SOFFIT LIGHT FIXTURES TO BE REPLACED WITH NEW RECESSED LED FUTURE, MANUFACTURER AND MODEL: T80. REPLACE SOFFIT PANELS AS REQUIRED.
  - PAINT EXISTING DOOR AND FRAME. COLOR: T80.
  - CLEAN AND PREP EXISTING COLUMNS AS REQUIRED TO RECEIVE NEW PAINT. PAINT COLUMNS, BASE, AND CAP TRIM. SEE NOTE 22 FOR COLOR.
  - WOOD COLUMN, BASE, AND CAP MATCH EXISTING. PAINT COLOR: SHERWIN WILLIAMS SWP511, SUNGLOW BEIGE.
  - EXISTING FACE BRICK, OCHRE REVERSED ROCK FACE FULL RANGE, DISCONTINUED PRODUCT. PAINT BRICK, COLOR: T80.

# ST. FRANCIS DENTAL CLINIC ADDITION

3715 BRIDGE STREET NW  
ST. FRANCIS, MN 55070

Agenda Item # 9D.

## PROJECT TEAM

### OWNER

ST. FRANCIS DENTAL  
3715 BRIDGE STREET  
ST. FRANCIS, MN  
KURT HUETHER, DDS  
PHONE:  
HUETHER@HOTMAIL.COM

### DESIGN/BUILDER

KARKELA CONSTRUCTION  
4806 PARK GLEN ROAD  
ST. LOUIS PARK, MN 55416  
ROGER SWAGGER  
952-922-5512  
ROGER@KARKELA.COM

### ARCHITECT OF RECORD

SPERIDES REINERS ARCHITECTS, INC.  
6442 CITY WEST PARKWAY  
SUITE #300  
EDEN PRAIRIE, MN 55344  
PROJECT CONTACT  
NATHAN RAUNER  
952-996-9662  
NATHANR@SRA-MN.COM

### STRUCTURAL ENGINEER

BKBM  
6120 EARLE BROWN DRIVE  
SUITE #700  
MINNEAPOLIS, MN 55430  
TINA A. WYFFELS, P.E.  
763-543-0436  
TWYFFELS@BKBM.COM

### CIVIL ENGINEER

WESTWOOD  
3701 12TH STREET N.  
SUITE #206  
ST. CLOUD, MN 56303  
BRAD WILKENING  
(320) 229-2329  
BRAD.WILKENING@WESTWOODPS.COM

### SURVEYOR

WESTWOOD  
3701 12TH STREET N.  
SUITE #206  
ST. CLOUD, MN 56303  
MATT WELINSKI  
(952) 697-5764  
MATT.WELINSKI@WESTWOODPS.COM

### SITE LIGHTING PHOTOMETRICS

MILAZGAR  
16350 W. GLENDALE DRIVE  
NEW BERLIN, WI 53151  
414-943-1915

### MECHANICAL ELECTRICAL, PLUMBING

DESIGN / BUILD (DEFERRED SUBMITTAL)

### DENTAL EQUIPMENT SUPPLIER

TBD

## GENERAL NOTES

- STUD FRAMING EXTENDED TO STRUCTURE ABOVE SHALL HAVE 2" X 3" SP. GALVANIZED STUD TRUCKS AT TOP. STUD FRAMING SHALL BE 2" FROM TOP OF TRACK AND HAVE NO MECHANICAL FACTORS TO ALLOW FOR DEFLECTION.
- VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO THE ARCHITECT'S ATTENTION PRIOR TO FABRICATION CONSTRUCTION BEGINS.
- CONTRACTOR TO INSTALL EQUIPMENT PER MANUFACTURER'S REQUIREMENTS.
- HOLD 12" CLEARANCE BETWEEN FLOOR AND CIPRUM BOARD. FILL GAP BETWEEN BOTTOM EDGE OF CIPRUM BOARD AND FLOOR WITH SEALANT. VERIFY SEALANT SMOOTH AND FLUSH WITH FACE OF PARTITION. REMOVE EXCESS SEALANT FROM PARTITION AND FLOOR.
- CHANGES IN FLOOR MATERIALS SHALL BE LOCATED AT THE CENTERLINE OF THE DOOR LEAF OR AS SHOWN ON THE FLOOR FINISH PLAN.
- VERIFY LOCATION OF ACCESS PANELS WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ACCESS TO MECHANICAL AND ELECTRICAL ITEMS.
- SEAL PENETRATIONS IN FIRE RATED ASSEMBLIES AND SMOKE BARRIERS TO MEET REQUIRED RATING. UTILITY IS APPROVED METHOD.
- PROVIDE FIRE TREATED BLOCKING AS REQUIRED TO SUPPORT ALL CABINETS, SHELVES, BUILT-IN EQUIPMENT OR ACCESSORIES. COORDINATE WITH VENDOR DOCUMENTS WHERE SUCH CONDITIONS APPLY.
- NOTIFY THE ARCHITECT IF ELECTRICAL/MECHANICAL/PLUMBING ITEMS DEVIATE FROM MANUFACTURER'S REQUIREMENTS OR INDUSTRY STANDARDS.
- SEAL ALL WEATHERS. PROVIDE ALL WEATHERS TO BE INSTALLED WITHIN A MINIMUM OF 4" OF EACH OTHER VERTICALLY (NOT 16" O.C.) AND ALSO THE BOTTOMS OF EACH ITEM. IN THE VERTICAL POSITION ALIGN THE ITEMS ON CENTERLINES.
- DURING CONSTRUCTION, AREA SHALL BE KEPT CLEAN AND ORDERLY.
- LISTING KEY LIGHTING INFORMATION, ELECTRICAL DATA AND TELEPHONE INFORMATION FORMS ARE FOR ELECTRICAL CONTRACTORS REFERENCE ONLY. CONTRACTOR SHALL MAINTAIN COORDINATION OF ELECTRICAL ITEMS WITH BUILDING CONSTRUCTION AND EQUIPMENT AND CONSTRUCTION PER NECESSARY INFORMATION TO PROVIDE A COMPLETE AND WORKING INSTALLATION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL CODES.
- PROVIDE OR ELECTRICAL OUTLETS AT LOCATIONS REQUIRING CODE.

## PROJECT IMAGE



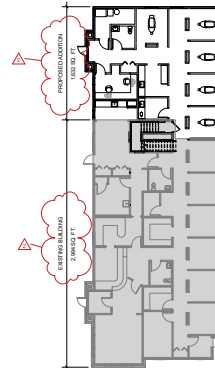
## SHEET INDEX

SHEET	SHEET NAME	CITY SUBMITTAL - 04-21-2022	CITY SUBMITTAL REV. - 09/02/2022						
ARCHITECTURAL	ARCHITECTURAL								
000	TITLE SHEET								
SURVEY	SURVEY								
001	001 - SURVEY								
DATA	DATA								
002	002 - EXISTING CONDITIONS AND REMOVAL PLAN								
003	003 - SITE PLAN								
004	004 - GRADING, DRAINAGE & EROSION CONTROL PLAN								
005	005 - SITE STAFF								
ARCHITECTURAL	ARCHITECTURAL								
006	006 - VERTICALIZATION, SYMBOLS & TYPICAL MOUNTING HEIGHTS								
007	007 - LITE SCHEDULE								
008	008 - BUILDING SYSTEMS								
009	009 - ARCHITECTURAL SITE PLAN								
010	010 - ARCHITECTURAL SITE PLAN - PHASE 2								
011	011 - ARCHITECTURAL FLOOR PLAN								
012	012 - FLOOR PLAN								
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## LOCATION MAP



## KEY PLAN



146 CITY WEST PARKWAY  
SUITE 200  
ST. FRANCIS, MN 55070  
WWW.SRARCHITECTS.COM  
© 2018 SR ARCHITECTS, INC.

PRELIMINARY  
NOT FOR  
CONSTRUCTION

DATE	BY	REVISION
04/21/2022	SR	01 - INITIAL DESIGN
09/02/2022	SR	02 - CITY SUBMITTAL

ST. FRANCIS DENTAL  
CLINIC  
3715 Bridge Street NW  
St. Francis, MN 55070

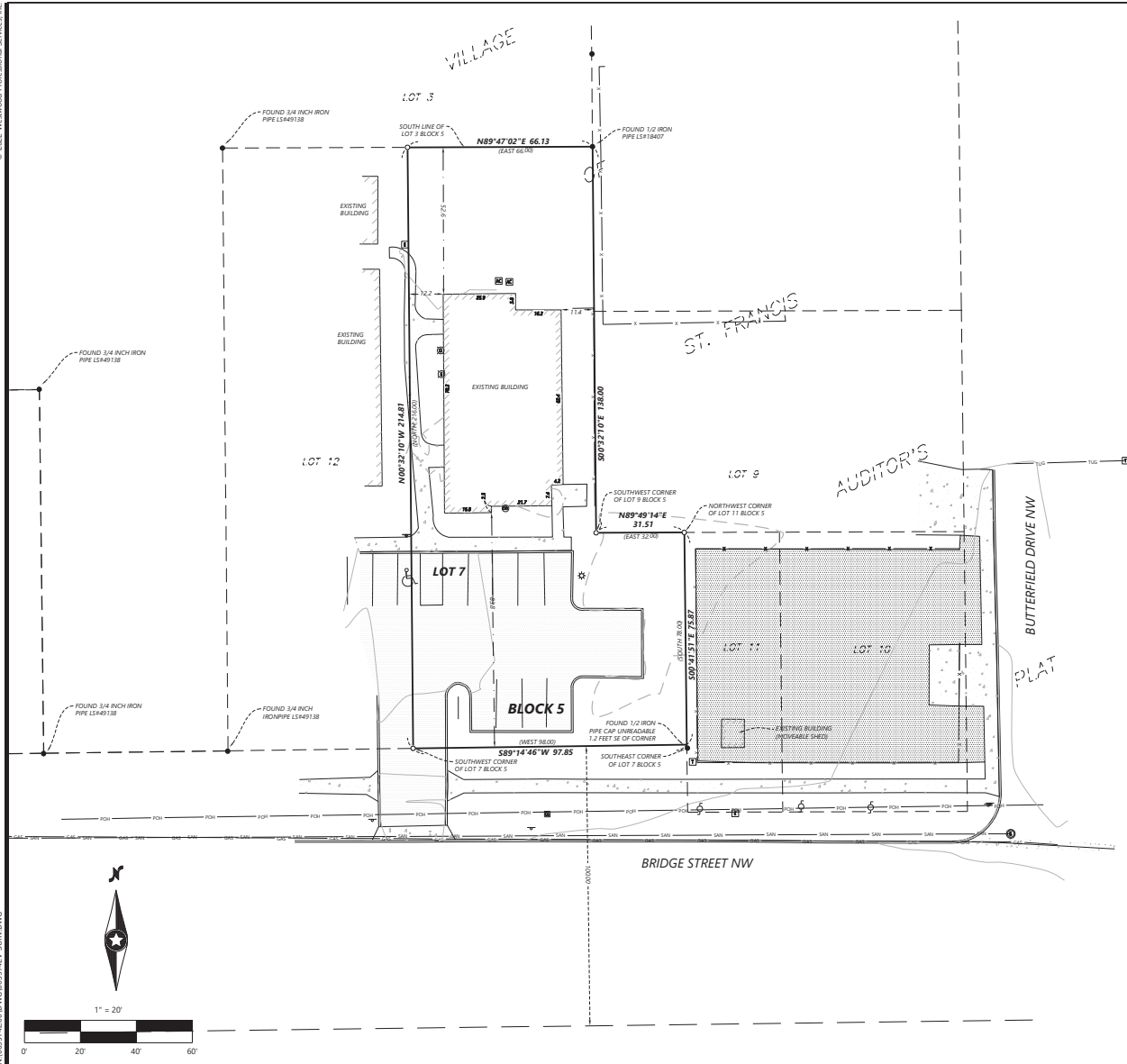
TITLE SHEET

PROJECT NO. 20-014  
DRAWN BY: KOK  
CHECKED BY: KOK



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N:\035742\DWG\035742V-SURP.DWG



### LEGAL DESCRIPTION (PER WARRANTY DEED NO. 2047427.001)

Commencing at the Southwest corner of Lot 7, Block 5, Village of St. Francis; thence North a distance of 276 feet to the South line of Lot 3, Block 5, Village of St. Francis; thence East a distance of 60 feet; thence South and parallel with the first course a distance of about 138 feet to the Southwest corner of Lot 9, Block 5, Village of St. Francis; thence East a distance of 52 feet to the Northwest corner of Lot 11, Block 5, Village of St. Francis; thence south a distance of 78 feet, more or less to the Southwest corner of said Lot 7; thence West a distance of 98 feet to the point of commencement, Anoka County, Minnesota.

### GENERAL NOTES

- This survey was prepared without the benefit of a title commitment. No search for assessments or restrictions was made by the Surveyor.
- Bearings shown are based upon the Anoka County Coordinate System, NAD 83, 96 adjustment.
- Total Area = 16,475 Sq. Ft. or 0.378 Acres, more or less.

### LEGEND

	SANITARY MANHOLE		AIR CONDITIONER		GAS		CURB & GUTTER
	SEWER CLEANOUT		FIRE STOP BOX		HO		CONCRETE SURFACE
	ELECTRIC BOX		SIGN		FIBER OPTIC		BITUMINOUS SURFACE
	ELECTRIC METER		TELEPHONE BOX		FENCE LINE		
	LIGHT POLE		FIBER OPTIC PEDESTAL		SANITARY SEWER		FOUND MONUMENT (SEE LABEL)
	POWER POLE		NATURAL GAS METER		TELEPHONE UNDERGROUND		DENOTES SET 1/2" X 1/4" REBAR WITH CAP #52096
							DENOTES RECORD CARDINAL DIRECTION AND DISTANCE

Call 48 Hours before digging:  
811 or call811.com  
Common Ground Alliance

DESIGNED: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
DRAWN: MSC  
HORIZONTAL SCALE: 20'  
VERTICAL SCALE: 4" OR 2"

INITIAL ISSUE: 3/25/22  
REVISIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PREPARED FOR:  
**Sperides Reiners Architects, Inc.**  
642 City West Parkway #300  
Eden Prairie, MN 55344

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
Matthew J. Westwood  
DATE: 3/25/22, LICENSE NO. 53596

3715 Bridge Street  
St. Francis, Minnesota

**Westwood**  
Professional Services, Inc.  
Phone (652) 937-5158 12781 Whitewater Drive, Suite #300  
Fax (652) 937-5822 Minneapolis, MN 55443  
TollFree (888) 937-5158 westwoodpro.com

Certificate of Survey

PROJECT NUMBER: 0035742

SHEET NUMBER:  
1 OF 1  
DATE: 3/25/22

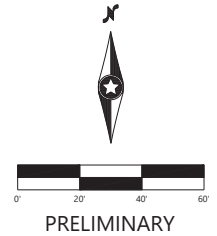
Call 48 Hours before digging:  
811 or call811.com  
Common Ground Alliance

## REMOVAL LEGEND

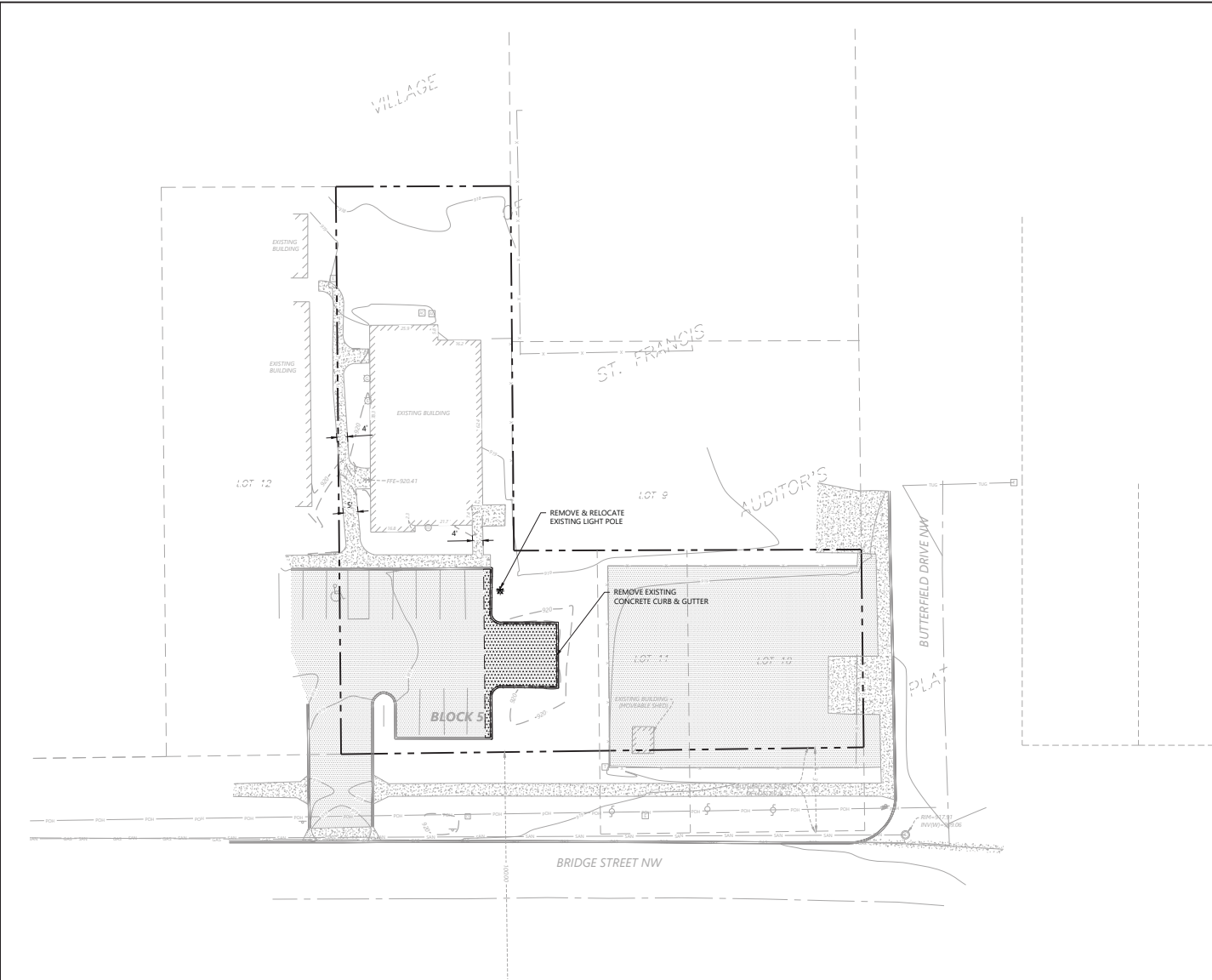
EXISTING	PROPOSED	PROPERTY LINE
---	---	SAW CUT PAVEMENT
EXISTING	REMOVALS	
---	---	CURB & GUTTER
---	---	SANITARY SEWER
---	---	WATER MAIN
---	---	HYDRANT
---	---	STORM SEWER
---	---	GAS
---	---	UNDERGROUND ELECTRIC
---	---	OVERHEAD ELECTRIC
---	---	UNDERGROUND TELEPHONE
---	---	OVERHEAD TELEPHONE
---	---	TELEPHONE FIBER OPTIC
---	---	CABLE TELEVISION
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE
---	---	BITUMINOUS
---	---	BUILDING
---	---	TREE
---	---	LIGHT POLE
---	---	TRAFFIC SIGN
---	---	CONSTRUCTION BARRICADE
---	---	SOIL BORING LOCATION
---	---	TREE LINE

## REMOVAL NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
- CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.



PRELIMINARY



DESIGNED: BCW  
CHECKED: BCW  
DRAWN: JN  
HORIZONTAL SCALE: 20'  
VERTICAL SCALE: 20'

INITIAL ISSUE: 04/20/22  
REVISIONS:  
05/03/22 CITY COMMENTS  
05/03/22  
05/03/22  
05/03/22

PREPARED FOR:  
**KURTIS S. HUETHER**  
3715 BRIDGE STREET NW  
ST. FRANCIS, MN 55070

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
**BRAD C. WILKENING**  
DATE: 05/03/22, LICENSE NO. 26908

**ST. FRANCIS DENTAL CARE**  
ST. FRANCIS, MN

**Westwood**  
Professional Services, Inc.  
Phone (320) 253-9485 3701 12th Street North, Suite 206  
Fax (320) 588-2091 St. Cloud, MN 56303  
TollFree (800) 270-9485 westwoodps.com

EXISTING CONDITIONS & REMOVAL PLAN

PROJECT NUMBER: 0035919.00

SHEET NUMBER:  
1 OF 4  
DATE: 05/03/22

Call 48 Hours before digging:  
811 or call811.com  
Common Ground Alliance

## SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

## GENERAL SITE NOTES

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, INC., MINNETONKA, MN, ON 02/16/22.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADII ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE **8612** UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.



PRELIMINARY

DESIGNED: BCW  
CHECKED: BCW  
DRAWN: JN  
HORIZONTAL SCALE: 20'  
VERTICAL SCALE:

INITIAL ISSUE: 04/20/22

REVISIONS:  
05/03/22 CITY COMMENTS  
05/03/22  
05/03/22  
05/03/22

PREPARED FOR:

**KURTIS S. HUETHER**

3715 BRIDGE STREET NW  
ST. FRANCIS, MN 55070

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

BRAD C. WILKENING  
DATE: 05/03/22 LICENSE NO.: 26908

**ST. FRANCIS DENTAL CARE**

ST. FRANCIS, MN

**Westwood**

Phone (320) 253-9485 3701 12th Street North, Suite 206  
Fax (320) 258-2001 St. Cloud, MN 56303  
TollFree (800) 270-9485 westwoodpe.com  
Westwood Professional Services, Inc.

SITE PLAN

PROJECT NUMBER: 0035919.00

SHEET NUMBER:

2 OF 4

DATE: 05/03/22

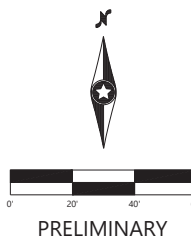
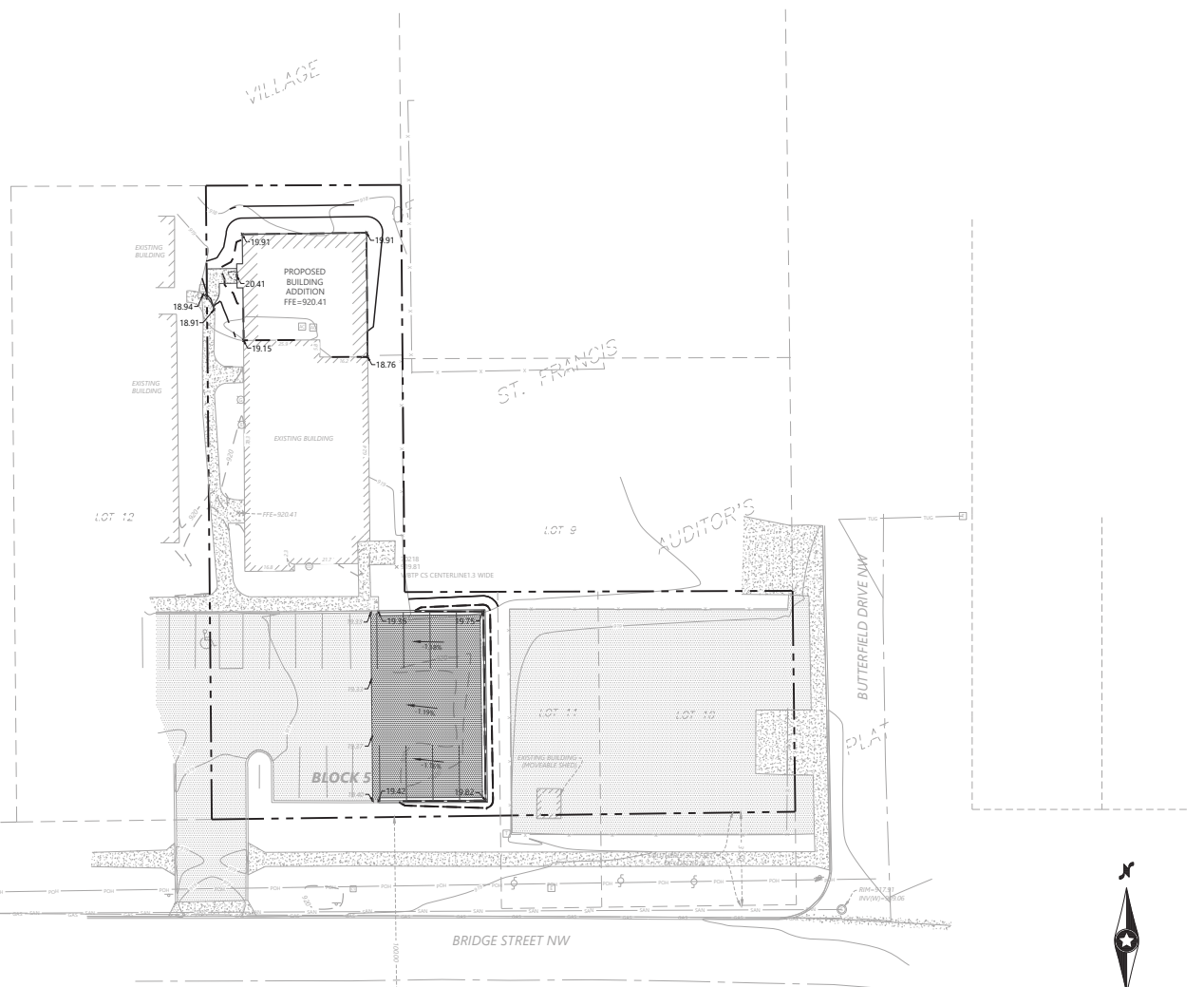
Call 48 Hours before digging:  
811 or call811.com  
Common Ground Alliance

## GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

## GRADING NOTES

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
- ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
- CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
- SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- CONTRACTOR SHALL PROVIDE A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
- PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RE-COMPACTED AS SPECIFIED HEREIN.
- EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
- EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
- ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.



PRELIMINARY

DESIGNED: BCW  
CHECKED: BCW  
DRAWN: JN  
HORIZONTAL SCALE: 20'  
VERTICAL SCALE:

INITIAL ISSUE: 04/20/22

REVISIONS:

05/03/22 CITY COMMENTS

PREPARED FOR:

KURTIS S. HUETHER

3715 BRIDGE STREET NW  
ST. FRANCIS, MN 55070

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

BRAD C. WILKENING

DATE: 05/03/22, LICENSE NO.: 26908

ST. FRANCIS DENTAL CARE

ST. FRANCIS, MN

**Westwood**

Phone (320) 253-9485 3701 12th Street North, Suite 206  
Fax (320) 258-2001 St. Cloud, MN 56303  
TollFree (800) 270-9485 westwoodpe.com  
Westwood Professional Services, Inc.

SHEET NUMBER:

3

OF

4

GRADING, DRAINAGE, &  
EROSION CONTROL PLAN

PROJECT NUMBER: 0035919.00

DATE: 05/03/22

PRELIMINARY  
NOT FOR  
CONSTRUCTION

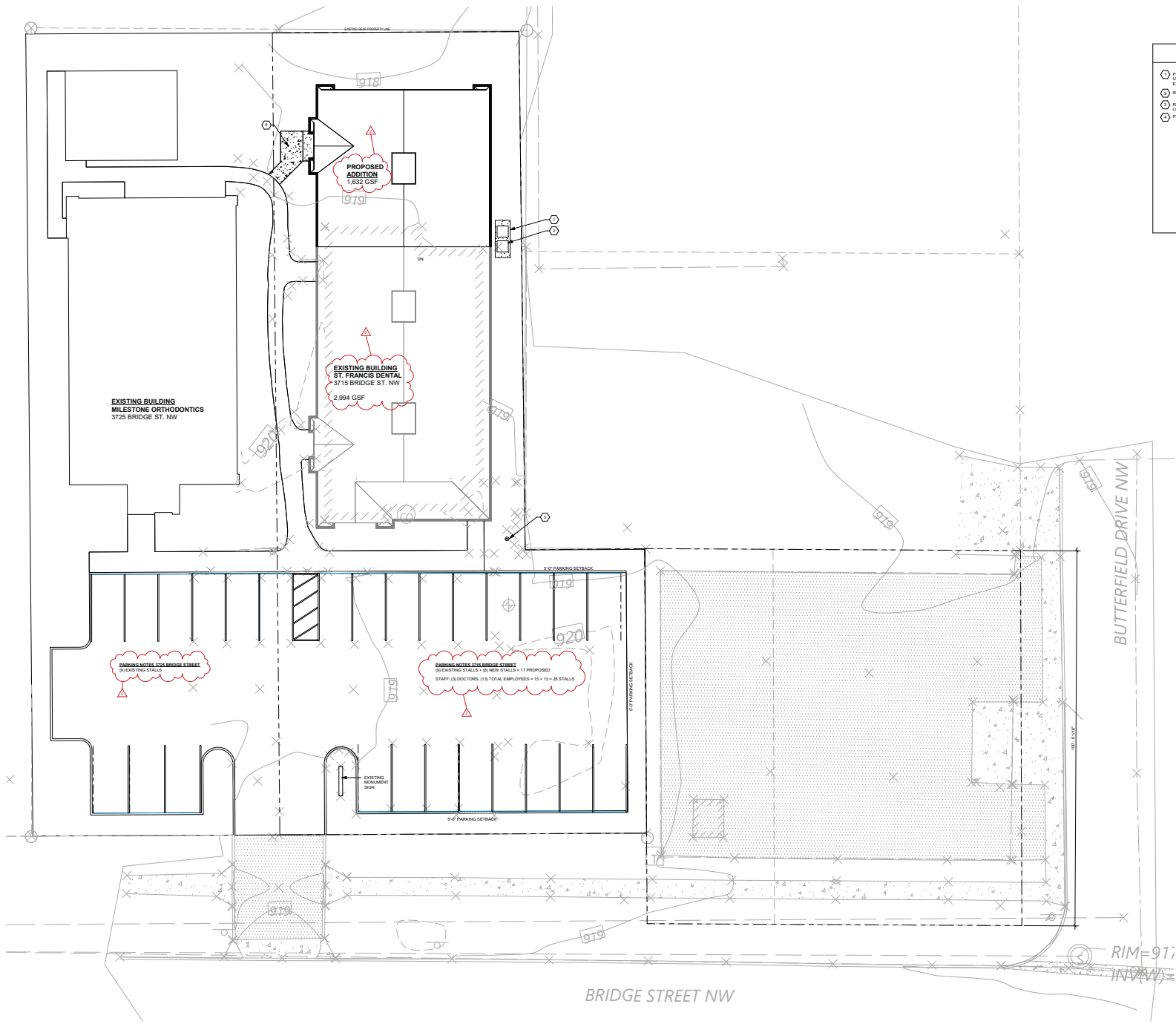
FORM & RECORD		REVISION
DATE	BY	DESCRIPTION

**ST. FRANCIS DENTAL  
CLINIC**  
3715 Bridge Street NW  
St. Francis, MN 55070

ARCHITECTURAL SITE  
PLAN

PROJECT NO. 18-014  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

- SITE PLAN KEYNOTES**
- 1. PROVIDE CONCRETE PAD FOR RELOCATED A/C CONDENSING UNITS. VERIFY PAD SIZE REQUIRED WITH SIZE AND NUMBER OF EXISTING UNITS.
  - 2. RELOCATED A/C CONDENSING UNITS.
  - 3. RELOCATED OR NEW PARKING LOT POLE LIGHT. SEE SITE LIGHTING PLAN.
  - 4. PROVIDE NEW CONCRETE WALK.





PLANT SCHEDULE						
DECIDUOUS TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SIZE
FB	1	REDWATER BIRCH	<i>Betula nigra</i>	B & B	8' HGT	
EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SIZE
BS	2	BLACK HILLS SPRUCE	<i>Picea canadensis</i>	B & B	8' HGT	
ORNAMENTAL TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SIZE
SSC	2	SPRING SNOW CRABAPPLE	<i>Malus x Spring Snow</i>	B & B	1.5' CAL	
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	MIN CONT	MIN SIZE	FIELDS SPACING
BL	7	BIRCHLEAF SPIREA	<i>Spiraea x birchleaf</i>	5 gal	24" HGT	36" o.c.
LN	4	LITTLE DEVIL NINEBARK	<i>Physocarpus opulifolius</i>	5 gal	24" HGT	48" o.c.
GRASSES	QTY	COMMON NAME	BOTANICAL NAME	MIN CONT	MIN SIZE	FIELDS SPACING
FG	40	FEATHER REED GRASS	<i>Calamagrostis x acutiflora</i>	1 gal		30" o.c.
SH	23	PRAIRIE DROPSEED	<i>Sporobolus heterostachys</i>	1 gal		24" o.c.
CONIFEROUS SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	MIN CONT	MIN SIZE	FIELDS SPACING
SJ	16	SCANDIA JUNIPER	<i>Juniperus scandinica</i>	5 gal	18" SPREAD	48" o.c.
PERENNIALS	QTY	COMMON NAME	BOTANICAL NAME	MIN CONT	MIN SIZE	FIELDS SPACING
PHD	18	PATRIOT HOSTA	<i>Hosta x Patriot</i>	1 gal		24" o.c.
SSD	33	STELLA SUPREME DAYLILY	<i>Helianthus x Stella Supreme</i>	1 gal		24" o.c.

#### GENERAL NOTES

VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

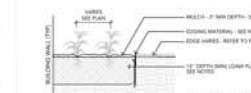
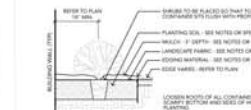
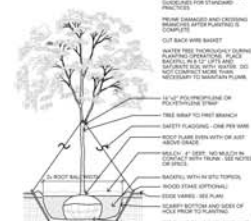
CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWS, AND SITE ELEMENTS DURING PLANTING OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.

CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION MATERIAL INSTALLATION BEGINS MINIMUM 12" CLEARANCE.

ALL UNDERGROUND UTILITIES SHALL BE LAID SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN.

EXISTING CONTOURS, TRAILS, VEGETATION, CURBS/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.

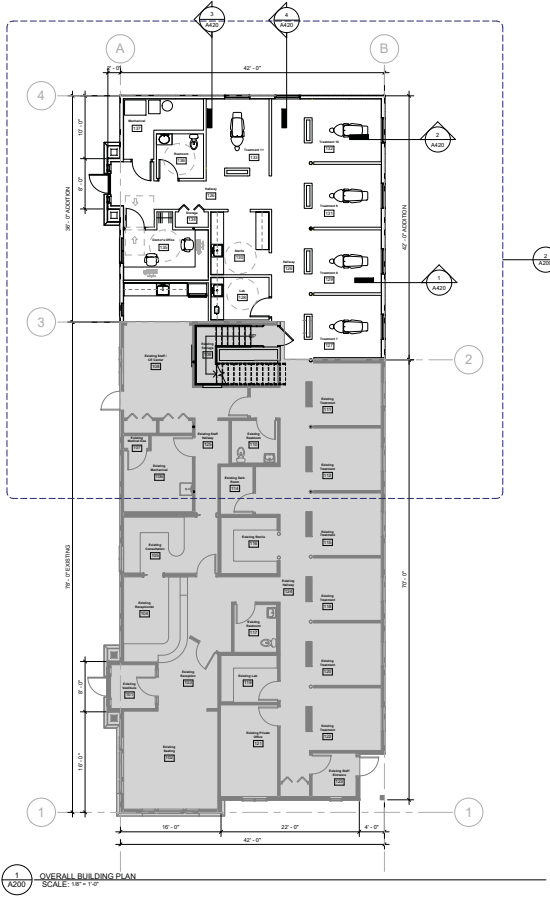
THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY ARCHITECT.



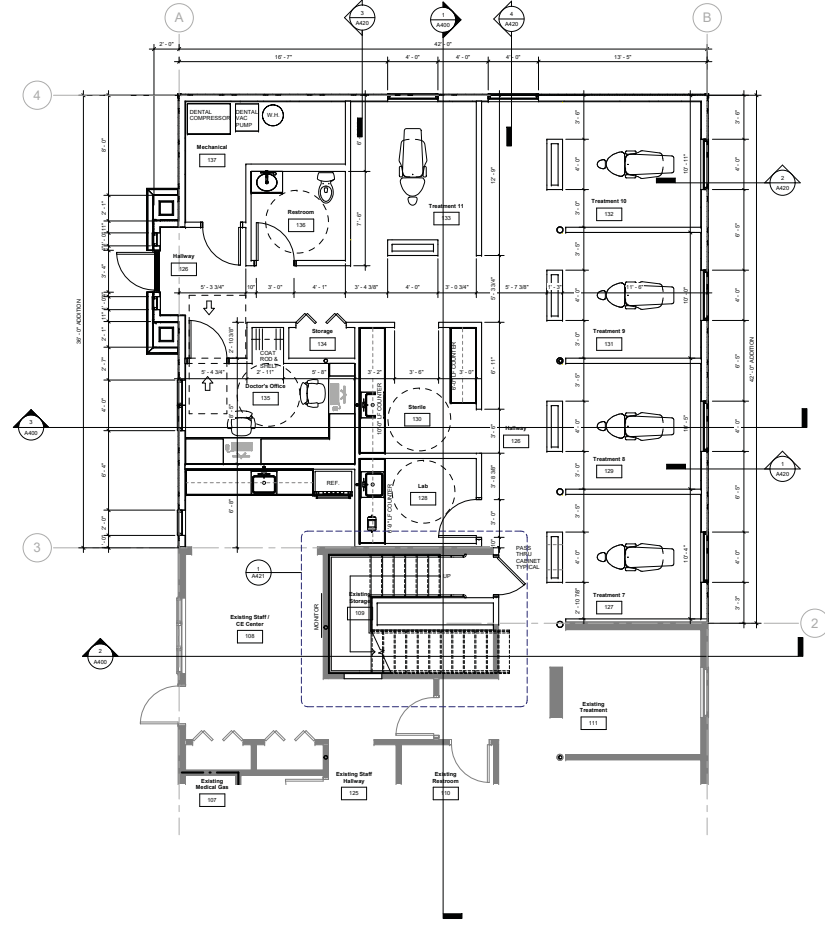
BUTTERFIELD DRIVE NW

RIM=91;  
INV(W)=

BRIDGE STREET NW



1 OVERALL BUILDING PLAN  
SCALE: 1/4" = 1'-0"



2 ADDITION FLOOR PLAN  
SCALE: 1/4" = 1'-0"

- FLOOR PLAN**
- Agenda Item # 9D.
- DRAWINGS SHOULD NOT BE SEEN OR USED WITHOUT THE SIGNATURE OF THE ARCHITECT OR CONTACT ARCHITECT FOR CLARIFICATION.
  - ALL PARTITIONS TO BE "V" UNLESS NOTED OTHERWISE.
  - SEE SHEET A-001 FOR BUILDING SYSTEM INFORMATION.
  - SEE SHEET A-001 FOR PARTITION TYP INFORMATION.
  - DIMENSIONS ARE TO FACE OF MASONRY OR FACE OF GYP SO UNLESS NOTED OTHERWISE.
  - THE TYPICAL DIMENSION FROM OUTSIDE EDGE OF DOOR FRAME TO THE FACE OF ADJACENT PERPENDICULAR WALL IS 3'-0" UNLESS NOTED OTHERWISE.
  - ALL WALLS TO BE CONSTRUCTED TO ACCOMMODATE DEFLECTION OF ROOF STRUCTURE.
  - PROVIDE MOISTURE RESISTANT GYP SO AT ALL VERT WALLS.
  - PROVIDE CONTROL JOINTS IN GYP SO AS RECOMMENDED BY MANUFACTURER.
  - COORDINATE UNDERPINNING AND UNDER SLAB UTILITIES, FOUNDATIONS, ALL SERVICES THROUGHOUT UNDER FOOTING AND FOUNDATION WITH STRUCTURAL ENGINEER.
  - PROVIDE FIRE EXTINGUISHERS OF SIZE AND TYPE AND LOCATION AS REQUIRED BY THE FIRE MARSHALL.
  - VERIFY COORDINATE LOCATION OF KNOX BOX WITH LOCAL FIRE MARSHALL (IF REQUIRED).
  - REFER TO STRUCTURAL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION PERTAINING TO STRUCTURAL COMPONENTS, LOADS, LOCATIONS, CONFIGURATIONS, AND CAPACITIES.
  - STAIR SUPPLIER SHALL BE RESPONSIBLE FOR CODE COMPLIANCE AND STRUCTURAL INTEGRITY FOR ALL MATERIALS FORMING.
  - SUBCONTRACTOR TO VERIFY DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS. ANY OMISSIONS, DISCREPANCIES, OR CONFLICTS MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY.
  - AT PENETRATIONS OCCURRING IN A FIRE-RATED ENCLOSURE, THE SPACE AROUND PENETRATION SHALL BE FIRE STOPPED TO MEET REQUIRED RATING.

- FLOOR PLAN KEYNOTES**
- ALIGN PARTITION WITH EXISTING MULLION.

SR  
ARCHITECTURE + INTERIORS

153

ST. FRANCIS DENTAL CLINIC

3715 Bridge Street NW  
St. Francis, MN 55070

FLOOR PLAN

PROJECT NO: 2014-100  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

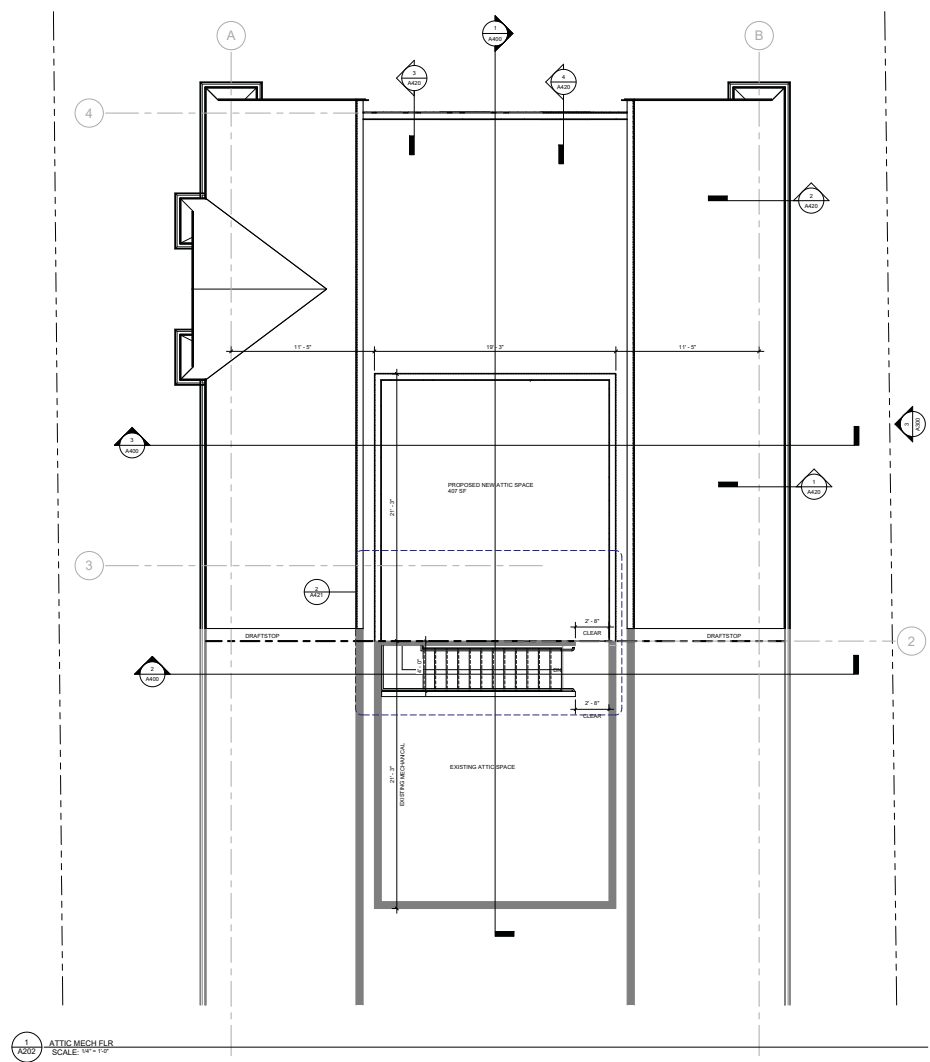
PRELIMINARY  
NOT FOR CONSTRUCTION

ST. FRANCIS DENTAL CLINIC

3715 Bridge Street NW  
St. Francis, MN 55070

153

DATE	BY	REVISION
10/15/2014	ASL	1.0



1 ATTIC MECH. PLAN  
SCALE: 1/4" = 1'-0"





**EXTERIOR ELEVATION KEYNOTES**

- 1 EXISTING VINYL SIDING TO BE REPLACED WITH LP SHWARTZ
- 2 LP SHWARTZ LAP SIDING, 6 INCH WIDE, 5 INCH REVEAL, TEXTURE: CEDAR TEXTURE OR SHADY, COLOR: T80
- 3 WINDOWS, MATCH EXISTING ANDERSON AND BROSIE CASEMENT, FINISH: AND FIBER VINYL EXTERIOR, WOOD INTERIOR, TERNPINE
- 4 NEW ALUMINUM ENTRANCE DOOR, MATCH EXISTING KAWNEER 100 MEDIAN STEEL ENTRANCE, COLOR: SEA HIDE, FIELD VERIFY, REMOVE EXISTING ASPHALT SHINGLES, UNDERLAYMENT, AND VERIFY CONDITION OF SHEATHING, REPLACE SHEATHING AS REQUIRED
- 5 ASPHALT ARCHITECTURAL SHINGLES, COLOR: T80
- 6 PREFORMED METAL SOFFIT PANELS, MATCH EXISTING PLAN & VENTED FIBER PANELS, EDCO, SANDTONE
- 7 PREFORMED METAL GUTTER & DOWNSPOUT, MATCH EXISTING, EDCO SANDTONE
- 8 PREFORMED METAL TRIM COVER
- 9 FACE BRICK (PB-1), MATCH EXISTING ROOFFACE TEXTURE, PAINT TO MATCH EXISTING, SEE NOTE 23
- 10 ROWLOCK BRICK GILL (PB-2), MATCH EXISTING TEXTURE, EXISTING BRICK, COLOR: REDDISH BROWN, DISCONTINUED PRODUCT, PAINT TO MATCH EXISTING, SEE NOTE 23
- 11 LP CORNER TRIM BOARD, 3 1/2\" x 3 1/2\" x 1\"
- 12 PREFORMED METAL FASCIA COVER, USE, MATCH EXISTING EDCO TEXTURED STEEL, SANDTONE
- 13 PREFORMED METAL FASCIA COVER, USE, MATCH EXISTING EDCO TEXTURED STEEL, SANDTONE
- 14 PREFORMED METAL ROOF EDGE & FASCIA, OVER 2X6, MATCH EXISTING EDCO TEXTURED STEEL, SANDTONE
- 15 EXISTING DECORATIVE WALL LANTERN TO BE REPLACED WITH NEW LED FUTURE, SEE NOTE 17
- 16 PROVIDE NEW DECORATIVE LED WALL LANTERN, MANUFACTURER AND MODEL: T80
- 17 EXISTING WALL PACK LIGHT FUTURE TO BE REPLACED WITH NEW LED FUTURE, MANUFACTURER AND MODEL: T80
- 18 EXISTING RECESSED SOFFIT LIGHT FUTURE TO BE REPLACED WITH NEW RECESSED LED FUTURE, MANUFACTURER AND MODEL: T80, REPLACE SOFFIT PANELS AS REQUIRED
- 19 PAINT EXISTING DOOR AND FRAME, COLOR: T80
- 20 CLEAN AND PREP EXISTING COLUMNS AS REQUIRED TO RECEIVE NEW PAINT, PAINT COLUMNS, BASE, AND CAP TRIM, SEE NOTE 22 FOR COLOR
- 21 WOOD COLUMNS, BASE, AND CAP MATCH EXISTING, PAINT COLOR: SHERWIN WILLIAMS SWP511, BUNGALOW BEIGE
- 22 EXISTING FACE BRICK, OVER RIVERSIDE ROCK FACE FULL RANGE, DISCONTINUED PRODUCT, PAINT BRICK, COLOR: T80

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

DATE	BY	REVISION
2024	SR	1.0
2024	SR	2.0
2024	SR	3.0

**ST. FRANCIS DENTAL  
CLINIC**

3715 Bridge Street NW  
St. Francis, MN 55070

EXTERIOR  
ELEVATIONS

PROJECT NO: 2024-10  
DRAWN BY: SR  
CHECKED BY: SR



# PLANNING COMMISSION AGENDA REPORT

**TO:** St. Francis Planning Commission

**FROM:** Brad Scheib, AICP Planner and Natalie Strait, Planner

**SUBJECT:** St. Francis Dental Clinic Addition

**DATE:** 5-11-2022 for 5-12-2022 meeting

**APPLICANT:** Sperides Reiners Architects, Eric Reiners on behalf of St. Francis Dental Care PA

**LOCATION:** 3715 Bridge St NW

**COMP PLAN:** Downtown

**ZONING:** B-1 Commercial

**OVERVIEW:**

The City has received a site plan application for an addition to an existing dental office building and parking lot expansion at 3715 Bridge St NW. St. Francis Dental Care wishes to expand their existing dental office building to provide more space for the practice. Per the applicant, the clinic is not adding additional doctors. The applicants also plan to expand the shared parking lot with 8 additional stalls for the dental clinic in order to better accommodate the existing need for parking.



## **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 taking action on the land use request is July 1st 2022.

Site plan review is required under municipal code 10-32-02 as a modification of a commercial building as well as the expansion of off-street parking in order to enforce site design standards in advance of issuing a building permit. This site plan is subject to review and comment by the Planning Commission and approval or denial by the City Council per the municipal code.

## **ANALYSIS**

### ***Land Use and Zoning***

Currently the site contains a 2,994 Sq ft Dental Clinic. The use is consistent with the land use guidance of commercial use by the 2040 Comprehensive Plan and the site is zoned B-1 Central Business District. This site along Bridge St. NW is part of the Downtown district of St. Francis. The Downtown Plan aspires to see uses in this district that promote a diverse mix of services and retail which lend themselves to an athletically pleasing, walkable and enjoyable downtown experience. The standards for this district are intended to ensure that this aesthetic is maintained and improved. The applicant is proposing a 1,632 square foot addition, which would result in a total of 4,626 sq ft of total building area.

### **Dimensional Requirements**

The proposed development will meet all of the site dimension requirements as listed in the B-1 district, as shown below:

- The site meets dimensional standards
- The following are key dimensional characteristics

<b>Standard</b>	<b>Required B-1</b>	<b>Proposed</b>
Front setback	Minimum Setback: 0 ft Maximum Setback: 5 ft	The parking lot expansion will result in 5ft setbacks matching existing parking lot setbacks
Rear setback	0 ft	16.2 ft (north side)
Side setbacks	0 ft	11.8 ft (east side) 12.8 ft (west side)
Max. building height	Min: 20 ft Max: 4 stories or 50 ft	1 Story
Max. impervious surface	N/A	No applicable

## **Site Design Standards**

### **Ground Floor Frontage**

The entire facility including the new addition is to be used for the dental clinic. This meets the requirement for Bridge St. NW that no less than 70 percent of the ground floor frontage be used for a commercial purpose.

### **Screening**

Trash receptacles and loading areas are required to be to the rear of the building. These areas must be fully screened from the right-of-way and adjacent properties, in compliance with Part 10-73-00. The plans submitted do not include outdoor storage of trash receptacles but any added receptacles must follow this standard or be located within the principal structure.

### **Exterior lighting**

A lighting plan is required to be submitted with any site plan application. Exterior illumination casting light onto a public street may not measure more than 1 footcandle at the centerline the roadway. The applicant has submitted a plan showing how the south parking area is proposed to be lit. The proposed lighting measures between 0.0-0.1 FC past the property line which meets Code requirements along Bridge St. NW.

### **Architectural Requirements**

The proposed structure addition will match the architectural and design character of the existing structure. The Existing vinyl siding is to be replaced with *LP Smartside* vinyl and the facebrick will be chosen to match the existing rockface texture and painted to match. These materials are consistent with requirements for the B-1 district. The roofing will be asphalt architectural shingles which is consistent with B-1 zoning requirements. The side of the building that faces the street is not longer then 60ft so there do not need to be more than one color or material in the siding.

### **Access**

The proposed addition and expansion plans will not add or alter the existing access to the site. Additional parking spaces added to the parking lot adjacent Bridge St. NW may increase the amount of vehicle traffic using the street, but as the number of staff is not changing, the change in traffic will be minimal. Bridge St. NW is a county road, Anoka County has been sent the plans and is required to review. Any comments they have will be addressed through the site plan review process.

### **Parking**

The applicant is proposing an expansion of the surface parking lot along the south side of the building adjacent Bridge St. NW. According to B-1 design standards on parking lot location, "parking lots shall be prohibited in the front yard." As it is currently constructed the parking lot is a legal non-conformity and its expansion will **increase** the degree of non-conformity. Additionally, the current number of parking stalls at the building (9 stalls) is below the minimum required by the City Code for this use (28 stalls). By expanding the parking lot, they are **reducing** the degree of non-conformity relative to required number of parking spaces.

According to City Code, alteration and normal maintenance to a legal non-conforming building or structure may be made through the building permit process provided:

1. The alterations do not expand the foundation and/or building volume, unless specifically allowed by this Ordinance.

The non-conformity is in the parking lot rather than the building expansion. The expansion of the building meets all zoning standards and is conforming.

2. The alterations do not increase the building occupancy capacity or parking demand.

The parking lot expansion will move the required parking spaces more towards conformity and will increase the supply of parking rather than the demand. The number of staff and doctors will stay the same per the applicant and therefore the building occupancy and parking demand will not increase. The additional parking spots will alleviate the current issue of offsite overflow parking that has been needed to accommodate the parking shortage onsite.

Currently there are 3 parking spaces available per doctor, the additional parking expansion will lead to 5.7 parking spaces per doctor and an approximately 27% increase in total parking area.

3. The alteration does not increase the non-conformity of the building or the use.

The proposed expansion of the building and parking lot does not change the non-conformity of the building or use. The additional 8 parking stalls proposed will bring the parking requirements closer to conformity.

Use	Required Spaces	Current Spaces	Proposed Total Spaces	Required Spaces
Clinics and offices	Five (5) spaces per doctor or dentist, plus one (1) space for each employee on the largest work shift.	9	17	28

This parking lot is already constructed and adding parking spaces at this location will not substantially increase the negative impact of the legal non-conformity or cause a change to the existing character of the site. Expansion of the front yard parking will serve as an interim use until such time as broader redevelopment occurs along the Bridge St. NW corridor.

The parking lot is also shared with Milestone Orthodontics, which has an additional 9 parking stalls. Both clinics operate at approximately the same time so these parking spaces cannot be counted towards the Dental Clinic’s parking requirements. Milestone Orthodontics has acknowledged the intent of the Dental Clinic to expand the parking lot. This proposed parking lot otherwise meets the design standards set by City Code.

Landscaping

The applicant has submitted a detailed landscape plan to address landscaping standards as defined in section 10-73 of the code. This landscape plan in conjunction with exiting landscaping retained on site may satisfy zoning conditions; however, upon review there were a

number of places where it is unclear whether or not standards are being met due to a lack of information on the existing landscaping plan. Additional detail is needed to determine consistency with City Code. This is a technicality and can be provided as a condition of approval. Landscaping should be used to help buffer parking areas from Bridge St. NW and screen any building or sight mechanical equipment.

General Engineering Requirements

The applicant has submitted erosion control, grading, utility and stormwater plans which have are under review by the City Engineer. Addressing any technical engineering items will be retained as a condition of approval.

**Recommendations**

Staff Recommends approval of the site plan with the following conditions:

***Conditions of Approval – Site Plan***

1. Additional landscape information shall be submitted to confirm adherence to landscape standards or the Landscape Plan shall be revised to meet all code requirements.
2. No outdoor storage is permitted on the site, including outdoor storage of waste or recyclables unless properly screened per city code.
3. All comments from the City Engineer shall be addressed and approved prior to issuing a building permit.
4. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

The above recommendations are supported by the following findings of fact:

1. The site plan is consistent with the Comprehensive Plan with proposed conditions.
2. The site plan meets the standards listed in the City Zoning Code with proposed conditions.

**ACTION TO BE CONSIDERED:**

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 presented by Staff.
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 Motion:***

Move to recommend approval of the St Francis Dental Center site plan with conditions and findings of fact as presented by Staff.

**Attachments:**

1. Site Plan Application
2. Milestone Orthodontics Project Acknowledgment
3. Submittal Set
4. Elevation





## CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** Software Purchase  
**DATE:** June 6, 2022

### OVERVIEW:

At the March 28<sup>th</sup> work session, Council was asked about purchasing new financial software. Council told staff to get proposals and bring back a recommendation. Over the last couple of months, staff has looked at three different companies. We had demonstrations on each and after finding one that looked like it met all of our needs, I called four different cities that have the same software to get their opinions.

We looked at BS&A, Tyler Technologies and Harris Enterprise. Staff is recommending the BS&A proposal. Staff felt this proposal was the best fit for the City. This software will provide the following benefits:

- Cloud based- When the company updates the software, we would immediately have access to those updates. The update process now is I T needs to do a manual update to each computer that has the program.
- Better access to department information by department heads. Currently, department heads receive reports on a monthly basis, but with a new software package, we could create a login for the department heads that would display a dashboard for them to review their budgets at any time. They would be able to drill down and see what was spent and the invoices for these expenditures.
- Electronic timesheets-right now employees fill out a timesheet and turn it into their department head. It is then emailed to payroll to be processed manually into the payroll application. With a new electronic timesheet in this new program, employees would have access to fill out their timesheet on-line. The program then would send the timesheet to the department head for review. After approval, the system tells payroll it is ready and they would review it and submit it into the system to be processed.
- New HR portion-this would be an added benefit. This program would streamline the onboarding process of an employee. From job posting through interviewing, hiring and employee reviews.
- This program would also allow employees access to direct deposit on-line and change requests for deductions or contact information would also be done by employees on-line.
- Permitting software would be integrated with the financial software. Right now, there are separate systems so when a customer pays for a permit, it has to be marked as paid in the permitting software then entered again into the receipt software to eventually be imported into the fund accounting software. With a new program, it

would only have to be done once. The new software would also integrate with our credit card processing and simplify the entry of credit card payments.

There are many more benefits to a new software platform. This would make financial, payroll, and permitting much more efficient in a number of ways by automating routine tasks and allowing staff to see better information.

I did talk to the following cities about their experience with BS&A software: City of Victoria, City of Columbia Heights, City of Dayton and the City of Delano. Each reference was very happy with the software. One even said the customer service is 2<sup>nd</sup> to none and that 95% of questions were answered in 15 minutes or less. They all said that the training provided was great. They all were happy with the decision to move to BS&A. Three of the cities were using Banyon as their software before the conversion and all three experienced the same problems that we are experiencing.

The on-going annual fees are higher than what we currently pay, but the benefits of this software justifies the increased costs.

Implementation is estimated to be 1<sup>st</sup> or 2<sup>nd</sup> quarter of 2023.

The city current uses Banyon for Fund accounting, Payroll and Receipting since at least 2000. Permit Works, which is a separate program from Banyon, was added in 2017. Both of these programs run on Microsoft Access. Through the last couple of years, we have noticed that these programs are not growing with the needs of the city.

### **ACTION TO BE CONSIDERED:**

Council to approve the purchase of BS&A software at a cost of \$139,580 which include the first year of annual service fees. On-going service fees will be \$25,705 which will be spread across the General Fund, Water Fund, Sewer Fund and Liquor Fund as they currently are done.

### **BUDGET IMPLICATION:**

We had estimated a cost around \$150,000 to \$200,000 for the purchase, transfer of data training. This purchase would be applied to the city's ARP funds. The ARP funds do allow us this use as an administrative cost. I would like to still reserve some of the remaining funds to be able to look at a cloud-based CIP program. I am researching this at the moment and will bring back a proposal later on this.

### **Attachments:**

- BS&A Proposal
- BS&A Agreement
- BS&A Brochure



**Proposal for:**  
**City of St. Francis, Anoka County MN**  
**June 1, 2022**  
**Quoted by: Dan J. Burns, CPA**

**Software and Services for BS&A Cloud**



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

### Cloud Modules

#### Financial Management

General Ledger	\$2,520
Accounts Payable	\$2,135
Cash Receipting	\$2,135
Accounts Receivable	\$2,135
Fixed Assets	\$2,135

#### Personnel Management

Payroll	\$3,455
Timesheets	\$1,530
Human Resources	\$2,520

#### Community Development

Building Department	\$3,305
Business Licensing	\$2,135

#### BS&A Online

Community Development Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).	\$1,700
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Subtotal **\$25,705**



## Data Conversions/Database Setup

Convert existing Banyon data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	<b>\$2,800</b>
Accounts Payable (Vendors, Up to 10 years invoices and check history)	<b>\$2,370</b>
Cash Receipting (Receipt items, Up to 10 years receipt history)	<b>\$2,370</b>
Accounts Receivable (Customers, Invoice and Receipt History, if available)	<b>\$2,880</b>
Fixed Assets (Asset Information)	<b>\$2,370</b>
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	<b>\$5,770</b>

Convert existing Permit Works data to BS&A format:

Building Department (per database)	<b>\$6,270</b>
Business Licensing (per database)	<b>\$3,345</b>

Database Setup:

Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	<b>\$3,000</b>
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Subtotal **\$31,175**

No data conversion to be performed for:  
Timesheets

## Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	<b>\$1,500</b>
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## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$16,750**



## Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	3		<b>\$3,000</b>
Financial Management Modules	Days:	9		<b>\$9,000</b>
Personnel Management Modules	Days:	12		<b>\$12,000</b>
Community Development Modules	Days:	11		<b>\$11,000</b>
		Total:	35	Subtotal <b>\$35,000</b>

## Cost Totals

*Not including Annual Service Fees*

Modules	\$25,705
Data Conversions/Database Setup	\$31,175
Custom Import/Custom Integrations	\$1,500
Project Management and Implementation Planning	\$16,750
Implementation and Training	\$35,000
<b>Total Proposed</b>	<b>\$110,130</b>
<i>Travel Expenses</i>	<i>\$25,950</i>
<i>Hosting Fees</i>	<i>\$3,500</i>

## Payment Schedule

- 1<sup>st</sup> Payment: **\$47,925** to be invoiced upon execution of this agreement.
- 2<sup>nd</sup> Payment: **\$29,205** to be invoiced at activation of customer's site.
- 3<sup>rd</sup> Payment: **\$62,450** to be invoiced upon completion of training.

## Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

<b>Financial Management</b>	
General Ledger	\$2,520
Accounts Payable	\$2,135
Cash Receipting	\$2,135
Accounts Receivable	\$2,135
Fixed Assets	\$2,135
<b>Personnel Management</b>	
Payroll	\$3,455
Timesheets	\$1,530
Human Resources	\$2,520
<b>Community Development</b>	
Building Department	\$3,305
Business Licensing .NET	\$2,135
<b>BS&amp;A Online</b>	
Community Development	\$1,700
<b>Total Annual Service Fees</b>	<b>\$25,705</b>

## Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$3,500

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$925	x	_____	= \$_____
APG Series 100Cash Drawer**	\$250	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____	= \$_____
Credit Card Reader (if using Invoice Cloud)	\$75	x	_____	= \$_____

This will add \$\_\_\_\_\_ to the Total Proposed.

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer\_\_\_\_\_

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- \_\_\_ Classroom training, \$205/person/day
- \_\_\_ On-site training (unlimited attendees), \$1,000/day, travel not included

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## **BS&A Online**

### ***Connection Requirements***

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

### ***Payment Processing Requirements***

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsonline/public-records-search/> for information.





## **SOFTWARE AS A SERVICE AGREEMENT**

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of St. Francis, Anoka County MN ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

### **SECTION A – SAAS SERVICES**

#### **1. Rights Granted.**

- 1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2. Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

2. **Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

3. **SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

#### **4. Ownership.**

- 4.1. BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

**5. Limited Software Warranty.**

5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

**7. SaaS Services.**

7.1. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

- 7.6.** Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

## **SECTION B – PROFESSIONAL SERVICES**

- 8. Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.
- 9. Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
- 10. License and Ownership.**
- 10.1.** All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
- 10.2.** Subject to Section 9.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
- 11. Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

## **12. Limited Professional Services Warranty.**

- 12.1.** BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.
- 12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

## **13. Customer Site Access and Assistance.**

- 13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

## **SECTION C – MAINTENANCE AND SUPPORT**

### **14. Maintenance and Support Generally.**

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

- 14.4.** Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

## **15. Support.**

- 15.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.
- 15.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.
- 15.3.** Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.
- 15.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

## **SECTION D – THIRD PARTY PRODUCTS**

### **16. Third Party Products.**

- 16.1.** BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).
- 16.2.** BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

**SECTION E – GENERAL TERMS AND CONDITIONS****17. BSA Proprietary Information.**

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

**19. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

**20. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.

**21. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

**22. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.

**23. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.

**24. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.

**25. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 26. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 26.1. Termination for Cause.** If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 26.2. Force Majeure.** Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 26.3. Lack of Appropriations.** If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 26.4. Failure to Pay SaaS Fees.** Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 26.5. Convenience.** If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.
- 27. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 28. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 29. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 30. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.



- 31. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software  
14965 Abbey Lane  
Bath, MI 48808  
Attn: Contracts Manager  
Telephone: 517-641-8900

If to Customer:

City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070  
Telephone: 763-753-2630

- 32. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 33. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.
- 34. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.
- 35. Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

- 36. Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.
- 37. U.S. Government Rights.** Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.
- 38. Export Control.** Certain uses of the Software by Licensee may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Licensee agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.
- 39. Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:
- Exhibit A – Payment Terms Generally*
    - Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees*
    - Schedule 2 to Exhibit A – Professional Service Fees*
  - Exhibit B – Annual Service and Hosting Fees*
  - Exhibit C – Support Call Process*

**IN WITNESS THEREOF,** the Parties hereto have executed this Agreement as of the dates set forth below.

**BSA SOFTWARE, INC.**

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **Payment Terms**

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$47,925 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$29,205 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$62,450 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A

SaaS Fees

Cloud Modules	
<b>Financial Management</b>	
General Ledger	\$2,520
Accounts Payable	\$2,135
Cash Receipting	\$2,135
Accounts Receivable	\$2,135
Fixed Assets	\$2,135
<b>Personnel Management</b>	
Payroll	\$3,455
Timesheets	\$1,530
Human Resources	\$2,520
<b>Community Development</b>	
Building Department	\$3,305
Business Licensing	\$2,135
<b>BS&amp;A Online</b>	
Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).</i>	\$1,700
Subtotal	\$25,705

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$3,500

**Schedule 2 to Exhibit A****Professional Services Fees****Data Conversions/Database Setup**

Convert existing Banyon data to BS&A format:	
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	<b>\$2,800</b>
Accounts Payable (Vendors, Up to 10 years invoices and check history)	<b>\$2,370</b>
Cash Receipting (Receipt items, Up to 10 years receipt history)	<b>\$2,370</b>
Accounts Receivable (Customers, Invoice and Receipt History, if available)	<b>\$2,880</b>
Fixed Assets (Asset Information)	<b>\$2,370</b>
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	<b>\$5,770</b>
Convert existing Permit Works data to BS&A format:	
Building Department (per database)	<b>\$6,270</b>
Business Licensing (per database)	<b>\$3,345</b>
Database Setup:	
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	<b>\$3,000</b>
	<b>Subtotal</b>
	<b>\$31,175</b>
No data conversion to be performed for:	
Timesheets	

**Custom Import**

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	<b>\$1,500</b>
--	----------------

**Project Management and Implementation Planning****Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$16,750**

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	3		\$3,000
Financial Management Modules	Days:	9		\$9,000
Personnel Management Modules	Days:	12		\$12,000
Community Development Modules	Days:	11		\$11,000
	Total:	35	Subtotal	\$35,000

Travel Expenses

\$25,950

## **EXHIBIT B**

### **Annual Service Fees**

*Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).*

<b>Financial Management</b>	
General Ledger	\$2,520
Accounts Payable	\$2,135
Cash Receipting	\$2,135
Accounts Receivable	\$2,135
Fixed Assets	\$2,135
<b>Personnel Management</b>	
Payroll	\$3,455
Timesheets	\$1,530
Human Resources	\$2,520
<b>Community Development</b>	
Building Department	\$3,305
Business Licensing .NET	\$2,135
<b>BS&amp;A Online</b>	
Community Development	\$1,700
<b>Total Annual Service Fees</b>	<b>\$25,705</b>

## **EXHIBIT C**

### **Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

#### **Customer service requests fall into four main categories:**

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
  - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
  - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
  - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

#### **Remote Support Process**

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.





# EXPERIENCE

THE DIFFERENCE

Financial Management  
Human Resource Management  
Utilities Management  
BS&A Online Services



# SERVICE-SOLUTIONS-SUPPORT-SATISFACTION

At BS&A, our goal is to bring meaningful and sustainable value to our customers. With over thirty years of experience in the public sector, we have learned there are three key factors in delivering value... people, technology, and integration.

## OUR HISTORY

BS&A Software has been providing exceptional software to local governments since 1987. Our customer base is 2,100 and counting. Our local government software solutions make it easy to manage and operate all aspects of municipal finance, utilities management, human resources, and community development. Our intuitive and highly-functional Cloud software, unparalleled customer care, and robust solutions continue to exceed our customers' expectations.

## EFFICIENT LOCAL GOVERNMENT SOFTWARE WITH EXCEPTIONAL CUSTOMER SUPPORT

BS&A's local government software solutions are built on user feedback. We continue to improve our software by asking our clients what they need. This has allowed us to create software with the capabilities and user-friendliness that actually improves your workday. We support our software solutions with exemplary customer service, enabling us to help you streamline your processes.





## UNPARALLELED SUPPORT

BS&A Software has built its foundation on outstanding customer support. We work closely with our customers to not only solve problems, but also incorporate feedback to create a better platform. We are “externally driven,” ensuring that our staff focuses on customer needs first.

If you have a question, BS&A software experts will work with you personally.

## WHAT UNPARALLELED SUPPORT MEANS TO US:

### Customer-focused attention:

Our support technicians and software developers consistently go the extra mile to solve customer issues. This is built into our company culture, and we give our experts the assistance they need to be at the top of their game.

### Fast and responsive:

We regularly add features and improve our software to provide our customers with software solutions that are always improving. Our customer support experts are available by phone and email; and you can easily request assistance from within our software. Remote Assistance allows us to work with you to answer questions. You will never be stuck in an automated phone system or voice mail jail.

### Prioritizing customers:

Every six months we conduct detailed customer satisfaction surveys to ensure your software is helping your government improve operations.

### Transparency:

When potential customers are interested in talking to our existing users, we don't limit them to 3 or 4 handpicked references. Instead, we provide our entire customer list, including contact names and phone numbers. We are confident in every customer relationship.

### Risk-reversal pledge:

We offer a one-year, risk-reversal pledge on all of our software solutions. If up to a year after activation you are not happy with our software and service, you can return the software for a full refund.

Agenda Item # 9E.

*“Speaking for the City, the entire process was an amazingly smooth one, and employees, management, and City Council are very pleased with the new software. Working with the BS&A project management folks, IT Team, and each implementation and training specialist was a pleasure. When things didn't work quite right, which was rare, it just provided comic relief!”*

– Dahlonega, GA

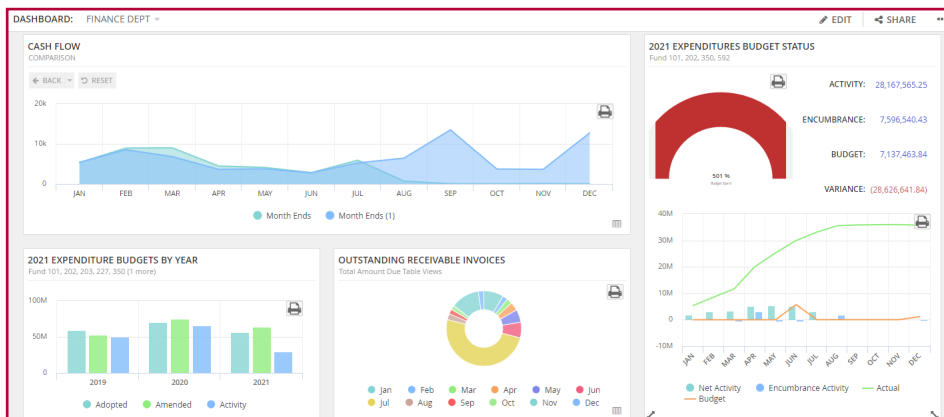
*“When you partner with BS&A, you get software that works great now, and helps communities move to the next level. Their software allowed us to easily move into a paperless environment. Now when auditors come, we don't spend hours pulling invoices and journal entries only to re-file them again later. If we want to see the invoice or journal entry support, it's all available in our system. I already got rid of an entire filing cabinet because I just don't have the paper anymore! One of my favorite parts of BS&A is simply the ease of use of the software. Everything is intuitive and easy.”*

– Village of Shorewood, WI

## FINANCIAL MANAGEMENT SUITE

Built from the ground up to help navigate the ever-changing workforce that local governments face, BS&A Cloud's Financial Management Suite provides access anytime, anywhere.

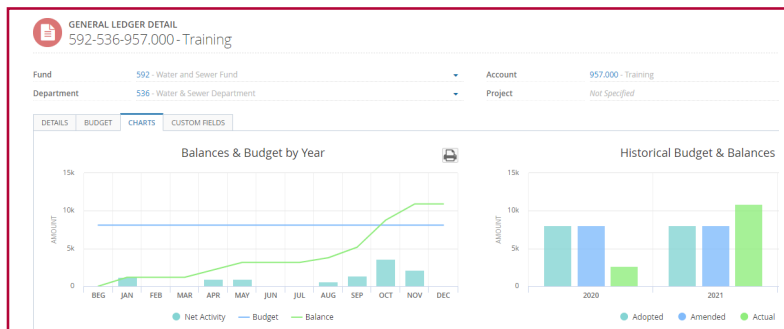
BS&A's comprehensive suite is designed exclusively for local government, and written with the end-user in mind. All data is shared across modules, eliminating the need for duplicate data entry. Clear workflows and custom reports enable you to make strategic, data-driven decisions. Quickly assess your performance through flexible, user-defined dashboards. The suite's wide assortment of modules provides a strong core financial management solution that allows you to increase efficiency and eliminate redundant data entry.



## GENERAL LEDGER

BS&A's General Ledger module is the foundation of our Cloud Financial Management Suite. It acts as the central data warehouse for financial entries from other modules in the Suite, while also providing strict security and control.

It is a powerful general ledger system designed using Generally Accepted Accounting Principles (GAAP) for fund accounting, and to address the specific needs of GASB reporting. The flexible chart of accounts structure and sophisticated reporting tools allow you to comply with your state's regulations and meet your specific needs.



Account Central							
Tip: Pressing [Backspace] will clear your last selection							
Fund - 101	Account Classification - 20	Department - 000	Accounts	Select record to drill down...			
GENERAL FUND - BAL ACCTS	PROPERTY TAXES						
CODE	DESCRIPTION	2020 ACTIVITY	2021 ACTIVITY	2021 ENCUMBRANCE	2021 BUDGET	2021 VARIANCE	2021 % OF BUDGET
402.000	AD VALOREM	3,444,073.58	3,563,436.69	0.00	3,513,587.00	49,849.69	101.42 %
412.000	DELINQUENT PERSONAL ...	13,201.66	23,650.56	0.00	5,500.00	18,150.56	430.01 %
414.000	MTT YE ACCRUAL	(12,000.00)	(5,000.00)	0.00	(8,000.00)	3,000.00	62.50 %
415.000	TAX CHARGEBACK	0.00	0.00	0.00	555.00	(555.00)	0.00 %
432.000	PAYMENT IN LIEU OF TAXES	9,637.14	2,126.26	0.00	2,200.00	(73.74)	96.65 %
445.000	PENALTIES AND INTEREST	1,912.64	1,940.69	0.00	1,800.00	140.69	107.82 %
448.000	TAX COLLECTION FEE	834,193.71	304,755.65	0.00	837,880.00	(533,124.35)	36.37 %
560.402	PROPERTY TRANSFER FINES	8,025.00	(800.00)	0.00	10,000.00	(10,800.00)	-8.00 %
		4,299,043.73	3,890,109.85	0.00	4,363,522.00	(473,412.15)	89.15 %



# BANK RECONCILIATION

Many software applications use the term “reconciliation,” when they merely offer the ability to mark checks as cleared. BS&A Cloud’s General Ledger module offers a more comprehensive solution. You can manually identify open and cleared transactions – individually or in groups, or via an import file from your bank. Multiple bank accounts and pooled cash functionality are easily managed with our Bank Reconciliation feature.

General Ledger’s Bank Reconciliation feature also allows for the grouping of cash transactions by deposit, and reconciles other transactions (e.g., manual journal entries) that affect cash. This facilitates a complete reconciliation between your general ledger account balances and your corresponding bank account balances.

**RECONCILIATION**  
000000003-10/31/2020

**SUMMARY INFORMATION**

Bank Rec Start Date: 08/27/2019  
Statement Date: 10/31/2020  
Balance per Bank: 11,000,000.00

Ending GL Balance: 11,850,233.45  
Ending Bank Balance: 11,000,000.00  
Add Misc Transactions: (55,640.58)  
Add Deposits/Transactions in Transit: (10,640.88)  
Less Outstanding Checks: 16,976,396.20  
Unreconciled Difference: (17,882,911.11)

**REPORT INFORMATION**

☐ Print Beginning Balance Detail  
☐ Print End Balance Detail  
☐ Print Cash Account Activity Detail  
☐ Total by Day  
☐ Detail Deposit Activity by Reference Number  
☐ Detail Deposit Activity by Deposit Number  
☐ Don't Print Employee Names on Payroll Checks  
☐ Print Outstanding Checks in Summary

**COMPUTED DEPOSITS / TRANSACTIONS IN TRANSIT**

DEPOSIT/RECONCILIATION	DATE	DESCRIPTION	AMOUNT
000000004	11/12/2020	Deposit Number: 00000000...	25.00
000000005	11/12/2020	Deposit Number: 00000000...	(11,140.88)
			Total: (11,140.88)

1 - 2 of 2 items

**MANUAL DEPOSITS IN TRANSIT**

DESCRIPTION	AMOUNT
CC Payments	500.00
Total: 500.00	

1 - 1 of 1 items

# CASH RECEIPTING

Centralize or decentralize your cashiering process with BS&A Cloud’s Cash Receipting module, a robust cashiering solution that manages revenue collection from multiple locations and collection points. Easily accept payment for utility bills, property taxes, fees, tickets, fines and more.

Cash Receipting allows you to manage revenue collection with integrated hardware – receipt printers; scanners; barcode readers; credit card readers. You can add user-defined receipt items to handle charges not maintained by any of the BS&A Cloud modules. Receipt items can be set up to link to third-party billing systems by way of an end-of-day procedure that automatically creates an export file. Receipt transactions are easily grouped by deposit, providing quick balancing and easy end-of-month deposit reconciliation.

**DEPOSIT**  
000000007-03/22/2021

**DEPOSIT INFORMATION**

Bank Account: Gen - General Bank  
Amount: 170.00  
Activity Start Date: 01/01/2021  
Activity End Date: 03/22/2021

Deposit Date: 03/22/2021  
Status: Open  
Difference: (98.00)  
Statement Date: Not Specified  
Reference: UTILITY DEPOSIT

**DEPOSITED ITEMS**

SORTED BY: POST DATE (ASC)

POST DATE	MODULE	CODE	REFERENCE	NET AMOUNT	JOURNAL DESCRIPTION	LABELS
01/20/2021	Cash Receipting	CR	0000008532	150.00	SUMMARY CR 01/20/2021 ARINV	
01/25/2021	Cash Receipting	CR	0000008539	84.00	SUMMARY CR 01/25/2021 ARINV	
01/25/2021	Cash Receipting	CR	0000008539	225.00	SUMMARY CR 01/25/2021 ARINV	
01/25/2021	Cash Receipting	CR	0000008539	(225.00)	Void	
03/08/2021	Cash Receipting	CR	0000008550	25.00	SUMMARY CR 03/08/2021 CABLE	
03/08/2021	Cash Receipting	CR	0000008551	9.00	SUMMARY CR 03/08/2021 TRAS	

1 - 6 of 6 items

Deposit Status	Not Deposited	Deposited	Total	Selected
Number of Items	1	6	7	0
Total Amount	(25.00)	268.00	243.00	0.00

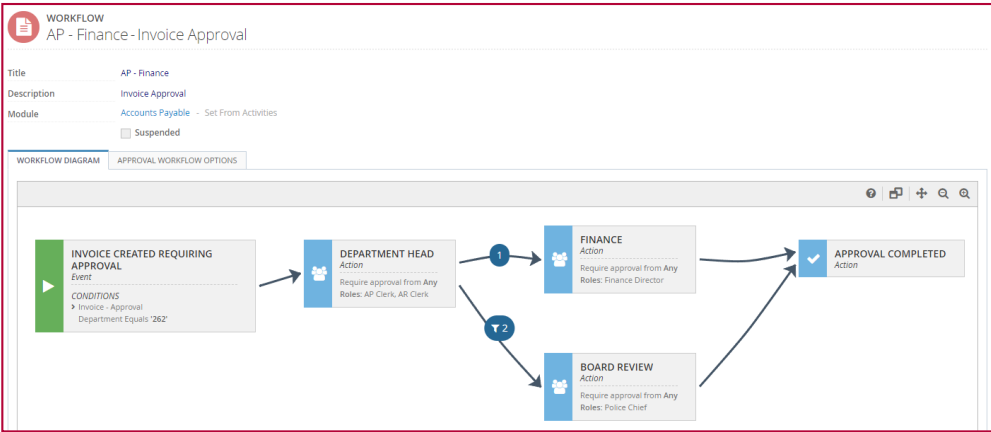
# ACCOUNTS PAYABLE

Agenda Item # 9E.

In addition to its standard invoice entry/check printing functionality, BS&A Cloud's Accounts Payable module offers much more, including communication between modules and data exchange with your bank.

Electronic refund/check requests from other modules are transferred to the AP module with a click, and relevant information is filled in for you. Users can query Accounts Payable for the status of the request without having to consult their colleagues, increasing efficiencies between departments.

As part of your budgeting process, the AP module provides real-time budget verification to prevent overspending.



# ACCOUNTS RECEIVABLE

BS&A Cloud's Accounts Receivable module is a powerful, flexible tool for managing customers, billing items, and invoices. Recurring invoices can be set up, eliminating the need to manually create repetitive billings.

Paperless Billing lets you email bills to customers; payment can be received via ACH or online through our citizen self-service portal. Payment detail is easily accessed, and displays the original bill in detail, including all payment and adjustment transactions.

ACCOUNT 12232021 - ANDREW ROSE		# COLLECTIONS 0	# VOIDED 0	# OPEN 2	UNAPPLIED \$0.00	BALANCE \$675.00
Account Number 12232021		Property Address 14965 Abbey Ln Bath, MI 48808				
Owner ANDREW ROSE 2530 POE LANE LANSING, MI 48918 Phone: (586) 663-9554 Email: ERDRIGUEZ@BSASOFTWARE.COM Balance: \$ 675.00						
GENERAL   ACH   INVOICES   <b>RECURRING INVOICES</b>   RECEIPTS   HISTORY   OPTIONS						
ADD						
RECURRING CODE						AMOUNT
REC-000001						\$4.00
REC-000004						40.00
REC-000007						25.00
1 - 3 of 3 items						

## PURCHASE ORDER

BS&A Cloud's Purchase Order module is designed to maximize your control over purchasing decisions, while maintaining flexibility and ease of use. This module allows you to incorporate your purchasing policy into the software by utilizing electronic Workflows and Approvals for requisitions, purchase orders, and bid tracking. BS&A's tools allow for users to accomplish more while accessing fewer screens. The Requisition Approval Manager allows for easy status checks, modifications, and customization.

Always stay up to date on record changes through in-app notifications, emails, text updates, and more.

PROCESS  
Requisition Approval Manager

RECORDS PENDING 5

FILTERS

☐ Primary Approver Records Only

☒ Mass Approval Filter Show all records requiring approval or denial

☐ Filter by Created By User  
Created by User

☐ Filter by Approval Department  
Approval Department

Approval Level Filter All Approval Levels

☐ Filter By Requested Date  
From Requested Date   
To Requested Date

☐ Filter By Required Date  
From Required Date   
To Required Date

☒ APPROVE SELECTED☐ DENY SELECTED☒ CLEAR SELECTED ACTION

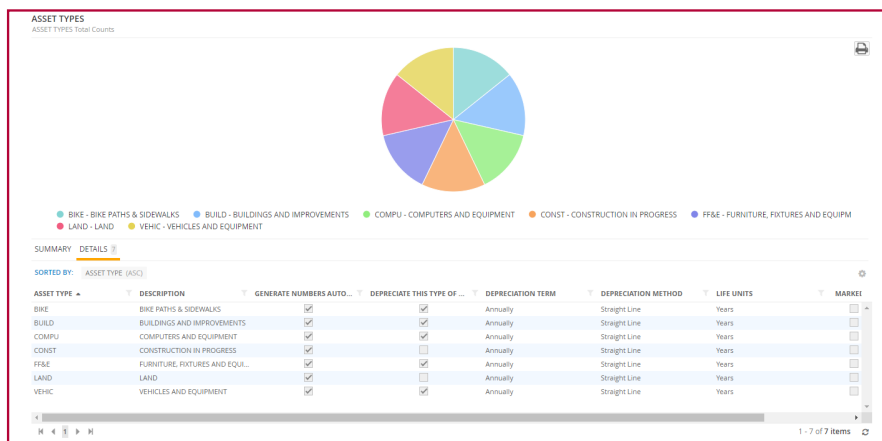
SELECT ALLSELECT NONE

ACTION TO PERFORM	REQUESTION NUMBER	APPROVAL LEVEL	REQUESTED DATE	VENDOR NAME	CREATED BY	DESCRIPTION	REQUIRED DATE	AMOUNT	OVERBUDGET		
<input type="checkbox"/> Take No Action	216074	Dept Head	09/15/2021	DEFENSE SOLUTION...	jrclehen	Masks	09/15/2021	2,161.29	<input checked="" type="checkbox"/>	APPROVE	DENY
<input type="checkbox"/> Take No Action	216078	Dept Head	11/01/2021	UNITED STATES TR...	rparken	Testing		115,710.00	<input checked="" type="checkbox"/>	APPROVE	DENY
<input type="checkbox"/> Take No Action	216081	Less Than 2,000	12/17/2021	GRANGER, INC	tbergal	Garbage bins		11,250.00	<input checked="" type="checkbox"/>	APPROVE	DENY

## FIXED ASSETS

GASB 34 made the accurate tracking and reporting of fixed assets a necessity. BS&A Cloud's architecture allows for a user-friendly experience when it comes to tracking fixed assets and generating informative reports.

With Flexible Asset Disposal, assets can be partially disposed of based on quantity, dollar amount, or percentage of the total cost. This eliminates the need to record each asset as an individual for disposal purchases – for example, library books can be recorded as a lump sum, and then written off as a percentage of the original cost.

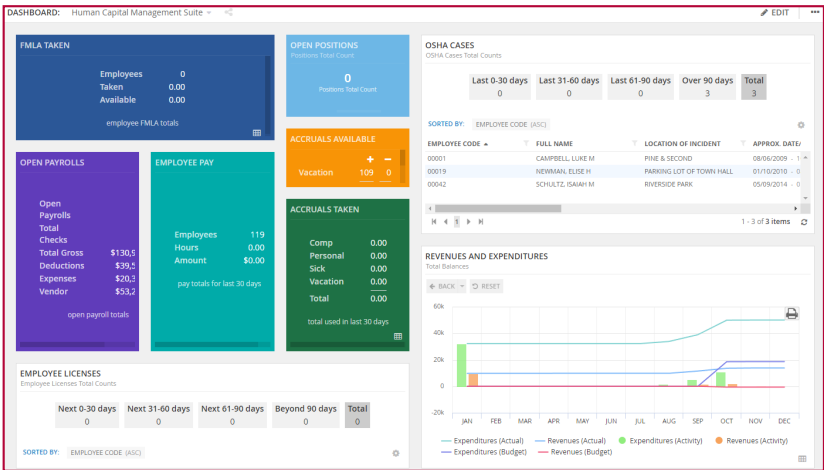




# HUMAN RESOURCE MANAGEMENT SUITE

Human Resource specialists are being asked to work more efficiently, think more strategically, and deliver faster results. Smart software that automates and simplifies daily tasks is critical to maximizing resources – designed specifically for the needs of local government, BS&A Cloud’s Human Resource Management Suite is the solution.

Easily manage job postings and applications; review employee information, create payroll checks and generate necessary reports all from an easy to use interface.

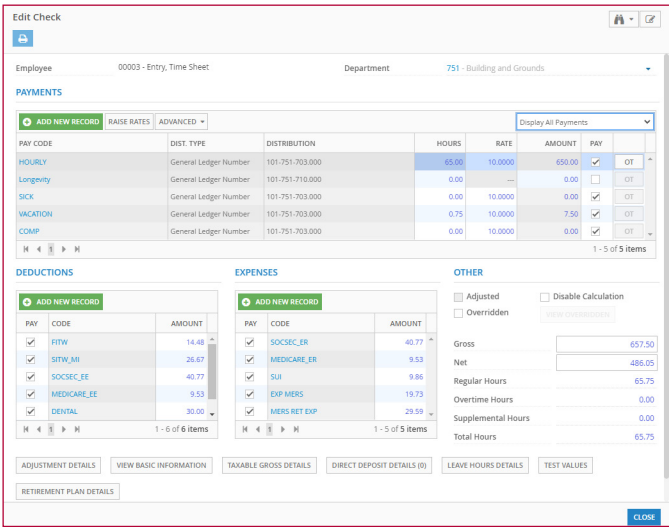


# PAYROLL

Power, flexibility, and accuracy are the hallmarks of BS&A Cloud’s Payroll module. Our software automates complex calculations, including retro-pay, to make compensation and deduction scenarios much easier to navigate.

All required Federal and State reporting is included and available for electronic submission: quarterly 941 reports; ACA; EE04; Unemployment; and Retirement. W-2 processing uses all IRS-supported formats, including the Social Security Administration’s EFW2 file.

Rate table updates and step increases can be scheduled for future effective dates, and rates can be split automatically in the middle of a pay period.



Bring hours in from BS&A Cloud Timesheets or third-party software. Go paperless with simple direct deposit processing and emailing of check stubs in a password-protected PDF format.

Leave accruals allow for flexibility across a wide-range of policies and labor agreements making the tracking painless, and the process automated. View YTD Information on each employee with the ability to drill-down into individual transactions.

# HUMAN RESOURCES

Agenda Item # 9E.

BS&A Cloud's Human Resources module allows you to streamline the new hire process from job posting through placement. User-definable checklists and robust tools allow HR specialists to have easy access to the data they need to make quick and accurate decisions.

After hiring, users can unlock more functionality that allow local governments to manage employees efficiently. From Position Management, Personnel Budgeting, Benefit Plan Management, and Workflow, your staff can spend less time doing administrative tasks and more time tackling the things that matter to your employees and your citizens.

Positions > ACCOUNTANT - ACCOUNTANT

1 / 92

CREATE DISCARD SAVE

INFORMATION COMMENTS ATTACHMENTS RELATED RECORDS

POSITION ACCOUNTANT - ACCOUNTANT

Code ACCOUNTANT Full Time Equiv 0.00  
Description ACCOUNTANT Position Status

GENERAL PAYMENTS DISTRIBUTIONS DED / EXP LEAVE BANKS

POSITION MANAGEMENT

Employer Department Job Class  
Total Openings 0  
Openings Filled 1  
Available Openings 0

INCUMBENTS ☐ Accepting Applications

BUDGET INFORMATION

Annual Salary 0.00  
☐ Calculate Salary from Hourly Rate  
Hourly Rate 0.00  
Annual Hours 0.00  
☐ Include in Budget  
SETUP BUDGET INFORMATION

EEOC INFORMATION

EEOC Position  
EEOC Status  
EEOC Function

CONTINUING EDUCATION

ADD NEW RECORD  
CODE  
No items to display



# TIMESHEETS

Timesheets works hand-in-glove with Payroll to decentralize the data entry of hours worked. Timesheets may be configured to allow employees to enter their time, or to allow for entry by department. Hours can be imported directly into the payroll process, following user-defined Approval rules.

Exception-based options speed data entry time, increasing employee “buy-in.” Projects and Equipment can be tracked in summary or detail, and costs to various funds or departments can be allocated based on usage.

Employees > 00003 - Entry, Time Sheet

edit

3 / 121

RESET TO DEFAULT

LEAVE BALANCES

SUBMIT

INFORMATION

COMMENTS

ATTACHMENTS

EMPLOYEE

00003 - Entry, Time Sheet

STATE: Pending

AWAITING APPROVAL FROM: Awaiting Submission

Date Range

Sun, 12/26/2021 - Sat, 01/08/2022

Department

751 - Building and Grounds

Submission Status

Incomplete

Timesheet Setup Group

Default

Imported

No

HOURS ENTRY

FLAT AMOUNTS

TOTAL	DESCRIPTION	SUN 12/26	MON 12/27	TUE 12/28	WED 12/29	THU 12/30	FRI 12/31	SAT 01/01	SUN 01/02	MON 01/03	TUE 01/04	WED 01/05	THU 01/06	FRI 01/07	SAT 01/08
80.00	SALARY	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00
0.00	SICK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	VACATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80.00	Regular Hours:	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00
0.00	Overtime Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	Comp Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
80.00	Total Hours:	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00

TOTAL	DESCRIPTION	SUN 12/26	MON 12/27	TUE 12/28	WED 12/29	THU 12/30	FRI 12/31	SAT 01/01	SUN 01/02	MON 01/03	TUE 01/04	WED 01/05	THU 01/06	FRI 01/07	SAT 01/08
0.00	Comp Time 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	Comp Time 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	Regular Hours:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

# EMPLOYEE SELF SERVICE

BS&A’s Employee Self-Service (ESS) tool empowers your staff members with much of what is traditionally your HR specialist’s responsibility.

Employees can view and request changes to personal data, such as contact information, emergency contacts, W-4 status, and life event changes. Historical payroll and W-2 information, leave balances, and direct deposit are easily located. Employees can complete timesheets and conduct open benefit enrollment.

ESS also offers online job postings and application submittal.

Agenda Item # 9E.

*The City of Flagler Beach is extremely pleased with our move to BS&A Software. While our town is a slice of old Florida, we really needed software that would bring us into the 21st Century; BS&A fit the bill. We have been up and running since October of 2012 and our staff cannot say enough about the friendly, helpful support staff of BS&A, they are simply the best”*

- City of Flagler Beach, FL

*“When it came to training, implementation, and support, I tell others to consider BS&A for their municipal software needs. The service and support we have received have been more than we ever expected.”*

– Overland, MS

*“Everything about my job was made easier with UB. I find the whole process of calculating and printing the bills to be much easier than our previous program, adjustments are easier, account histories are easier to provide.”*

– City of Bad Axe, MI

*“Easy to navigate, easy to set up, no accounting degree required. I have been through at least five maybe six full conversion in my career. By far the BS&A experience was seamless and smooth. I have scars to show you from the others.”*

– City of Huntington Woods, MI

# UTILITIES MANAGEMENT SUITE

BS&A Cloud's Utilities Management Suite helps you manage all aspects of your public works department. Written with the end-user in mind, its powerful functionality and intuitive design is user-friendly, and provides the services, processes, and reporting you need to operate efficiently.

Our Cloud-based solution allows for simple, yet comprehensive billing and account management, and increases productivity by automating the process of creating, assigning, and updating work orders. Its anytime/anywhere access allows workers to access work orders and take action on requests through mobile devices while in the field.

## UTILITY BILLING

BS&A Cloud's Utility Billing module allows you to manage and bill for a wide range of items. Process Managers turn complex tasks into efficient step-by-step operations: Final Bills, Meter Changes, and Past Due/Shutoff, to name a few. Customizable Billing Cycles let you tailor tasks to specific needs. Our robust meter tracking works with Sensus, Badger, SLC/Neptune, Itron, Greentree, Hersey, and more.

Flexible billing item setup accommodates both consumption-based and flat rate fees. Our Internal Billing capability simplifies the billing of internal accounts by not requiring bills to be printed/payments processed.

Calculate interest on deposits and choose how to refund them to your customers – apply them to the next bill, or send a refund request to BS&A Cloud's Accounts Payable module and cut a check.

Go paperless by emailing bills to customers and processing ACH payments from customers' bank accounts.

Work Orders can be managed in Utility Billing or in BS&A Cloud's Work Order module.

Accounts > 0251764189-00 - 14965 ABBEY LANE

CREATE
DISCARD
SAVE
SEARCH
ADD
EDIT
DELETE
PRINT
QUICK BILL PRINT

1,997 /

INFORMATION
SERVICES
BILLING
HISTORY
WORK ORDERS
DEPOSITS
COMMENTS
ATTACHMENTS

ACCOUNT
0251764189-00 - 14965 ABBEY LANE

AMOUNT DUE
206.54
DUE DATE
02/01/2022
PAST DUE
25.00

Status
Active
Cycle
01
Service Address
14965 ABBEY LANE
Class

Primary Customer
ABBEY LANE - 14965 ABBEY LANE
14965 ABBEY LANE  
Bath, MI 48808  
(517) 641-8900
\$ 906.54

Section/Zone
Route/Book

GENERAL
RESIDENT INFORMATION
CUSTOM FIELDS
OPTIONS

ADD NEW RECORD

PERSON TYPE	RESIDENT	SEND BILL TO	SEND NOTICE TO	SEND READ CARD TO	PRIMARY	ACH PAYER	
Customer	ABBEY LANE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DETAILS
Owner	ABBEY LANE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DETAILS

<double-click or begin typing here to add a new row>

1 - 2 of 2 items

# WORK ORDER

BS&A Cloud’s Work Order module streamlines the resources needed to manage inventory, equipment, employees, and vendors. View the work order history of each asset tied to your facilities. Create an unlimited number of work order types, apply scheduling rules and restrictions, and set up the necessary accounting in order to exchange data between Work Order and our Cloud Financial Management Suite.

Use your existing GIS map layers to plot your work orders, assets, and facilities.

# BS&A ONLINE BILL PAY AND PUBLIC RECORD SEARCH

BS&A Online Bill Pay offers a convenient portal for residents to view their account information and pay their bills electronically. Accepted payment methods are credit card, debit card, and eCheck.

Online payments are automatically inserted in real-time into BS&A Cloud, allowing for a system that is always up to date.

Title companies, realtors, contractors, vendors, and residents have online access to quickly find information, pay a bill, report a concern, or communicate with key personnel. Our Cloud-based software makes it easy for everyone to connect with their local government to allocate important resources and solve problems quickly.

Our intuitive Online Services solution provides your constituents with round-the-clock access and secure electronic payment processing from any device.

1234 East Mainstreet

LANSING, MI 48917

(Property Address)

Parcel Number: 132-000-987-224-54

Location ID: LANS-000609-2200-05

Map It

GIS

Print

UB Customer Name: Richardson, Brad

Summary Information

> Residential Building Summary

Year Built: 1987

Full Baths: 4

Sq. Feet: 1,567

Bedrooms: 4

Half Baths: 1

Acres: 0.375

> Utility Billing information found

> Assessed Value: \$119,600 | Taxable Value: \$74,600

> 1 Special Assessment found

> Property Tax information found

Item 2 of 2

1 Image / 1 Sketch

Property Information

Tax Information

Special Assessments Information

Utility Bill Info

Current As Of 01/12/2022

Jump To:

Customer Information

Current Bill

History (76 Items Found)

Usage History Chart

Click here to add this account to your favorite records for easy access on your next visit...

Customer Information

Name

Richardson, Brad

Address

1234 East Mainstreet  
LANSING, MI 48917

Parcel Number

132-000-987-224-54

Location ID

LANS-000609-2200-05

Amount Due

Total Amount Due

\$331.82

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due

\$331.82

Due Date

07/15/2021

Amount Due at Closing

\$381.32

Bill From

05/01/2021

Bill To

06/15/2021

Billing Item

Previous Amount

Current Amount

Penalties & Interest

Balance



## SERVICE-SOLUTIONS-SUPPORT-SATISFACTION

BS&A Software provides a tightly-integrated system of software solutions. Our solutions are designed specifically for local governments that demand leading-edge, feature-rich software at a value price. We are driven to excellence in all areas of our business. We focus 100% of our efforts on solving customers' problems, creating deep and lasting relationships through unparalleled customer care, and tenaciously pursuing continuous improvement in our software through innovation and customer feedback.

*"BS&A's customer service and support has been outstanding. When I call the office, someone is available immediately to answer a question. If not available immediately, they respond in a very timely fashion. They are available by e-mail or by phone. The staff is well trained and has been able to answer my questions right away or get back to me with an answer in a very short time period. If there is additional information that I need (like a specific report or program function) the staff works diligently to meet all of my needs right away. They are a pleasure to work with."*

*– City of Holland, MI*

14965 Abbey Lane, Bath, MI, 48808

Toll Free: (855) BSA-SOFT • P: (517) 641-8900

[www.bsasoftware.com](http://www.bsasoftware.com)

[inquiry@bsasoftware.com](mailto:inquiry@bsasoftware.com)

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## MEMORANDUM

To: Honorable Mayor and City Councilmembers

Kate Thunstrom, City Administrator

From: David Schaps, City Attorney's Office

Date: June 2, 2022

Re: Approval of Labor Agreement with Law Enforcement Labor Services #319 Patrol Officers for 2022-2024

Please allow the memorandum to provide information regarding the negotiations with the Police Officers Union LELS Local #319.

Based upon the direction from the City Council pursuant to its May 2, 2022 closed session to discuss the City's labor negotiation strategy, our office conveyed the City Council's "Final and Best" offer to the Union via the BMS Mediator.

The Union has accepted the City Council's offer.

The agreement changes are summarized as follows:

1. Three year contract covering 2022-2024.
2. 2022 – 3% COLA. 1% market adjustment retention increase starting on the Officer's anniversary of hire date.
3. 2023 – 3% COLA. \$2,000 retention bonus (split into two equal payments) that does not increase base salary. Timing of retention bonuses is \$1,000 payable on the last check in June and \$1,000 payable for the last check in December for each Officer that remains employed with the City of St. Francis through the applicable date.
4. 2024 – 3% COLA. \$2,000 retention bonus (split into two equal payments) that does not increase base salary. Timing of retention bonuses is \$1,000 payable on the last check in June and \$1,000 payable for the last check in December for each Officer that remains employed with the City of St. Francis through the applicable date.

## EXPERIENCE | TRUST | RESULTS

Michael F. Hurley  
Charles M. Seykora  
Daniel D. Ganter, Jr.  
Beverly K. Dodge  
James D. Hoeft  
\*Joan M. Quade  
\*John T. Buchman

Scott M. Lepak  
William F. Huefner  
Bradley A. Kletscher  
Timothy D. Erb Karen  
K. Kurth Adriel B.  
Villarreal Tammy J.  
Schemmel

Carole Clark Isakson  
Joseph J. Deuhs, Jr  
Jennifer C. Moreau  
Herman L. Talle  
Elizabeth A. Schading  
David R. Schaps  
Thomas R. Wentzell

Lindsay K. Fischbach  
Nicole R. Wiebold  
Tyler W. Eubank  
Thomas M. Caturia  
Bobbi Hermanson-Albers  
Erik C. Ordahl  
Stephany J. Elmer

Of Counsel  
Jeffrey S. Johnson  
James H. Wills

\* Also Licensed  
in Wisconsin

5. Shift Differential Supplemental Pay: Increase all shift differentials (School Liaison, Investigator and Night Differential) from \$.60 per hour to \$1.00 per hour.
6. FTO - Employees assigned to conduct field training for new employees shall receive 2 hours pay (up from 1 hour) for each 8, 10, or 12 hours of Field Training Officer duties.
7. Juneteenth Holiday: The City shall add the holiday and adjust holiday balances and the holiday bank contract language accordingly if and when the State of Minnesota approves Juneteenth as an established holiday.
8. All other terms and contract language to remain as is for the duration of this contract.

At the time of the writing of this memorandum, the Police Officer's union was reviewing the redline version of the updated contract. Upon their conformation of the language and associate salary tables, the City Council conducts the final review of the agreement. Please note that review of the final agreement is a standard "housekeeping item" process, however, staff is of the opinion that this can move forward.

Upon City Council ratification, the City is able to calculate and issue the back pay to the Patrol Police Officers from January 1, 2022 through the date of the Council's approval.

Recommendations and Requested Council Action:

Staff recommends the City Council approve the agreement as presented.



## MEMORANDUM

To: Honorable Mayor and City Councilmembers

Kate Thunstrom, City Administrator

From: David Schaps, City Attorney's Office

Date: June 2, 2022

Re: Approval of Labor Agreement with Law Enforcement Labor Services #411 Police Sergeants for 2022-2024

Please allow the memorandum to provide information regarding the negotiations with the Police Sergeants Union LELS Local #411.

Based upon the direction from the City Council pursuant to its May 2, 2022 closed session to discuss the City's labor negotiation strategy, our office conveyed the City Council's "Final and Best" offer to the Union via the BMS Mediator.

The Union has accepted the City Council's offer.

The agreement changes are summarized as follows:

1. Three year contract covering 2022-2024.
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## EXPERIENCE | TRUST | RESULTS

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Beverly K. Dodge  
James D. Hoeft  
\*Joan M. Quade  
\*John T. Buchman

Scott M. Lepak  
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7. Juneteenth Holiday: The City shall add the holiday and adjust holiday balances and the holiday bank contract language accordingly if and when the State of Minnesota approves Juneteenth as an established holiday.
8. All other terms and contract language to remain as is for the duration of this contract.

At the time of the writing of this memorandum, the Police Officer's union was reviewing the redline version of the updated contract. Upon their conformation of the language and associate salary tables, the City Council is the final review of the agreement. Please note that review of the final agreement is a standard "housekeeping item" process, however, staff is of the opinion that this can move forward.

Upon City Council ratification, which subsequently allows the City to calculate and issue the back pay from January 1, 2022 through the date of the Council's approval.

Recommendations and Requested Council Action:

Staff recommends the City Council approve the agreement as presented.

