

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
September 16, 2013
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW
6:00 PM

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. City Council Minutes –September 3, 2013
 - b. City Council Workshop Notes – September 3, 2013
 - c. Approve Job Description and Authorization to advertise for an Office Clerk
 - d. Minnesota Municipal Utilities Association Contract (MMUA)
 - e. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
 - a. Meridian Behavioral Health: Final Plat Extension Request
 - b. O’Reilly Automotive Stores: Development Agreement
7. Ordinances & Resolution
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Building Official:
 - Fire Dept.: Recruitment of New Fire Fighters
 - Department Report
 - Public Works:
 - Liquor Store:
 - Police:
 - City Administrator Report: Update on Meadows of St. Francis Lots:
 - East Shop Demolition:
9. Reports from Council Members
10. Report from Mayor:
11. Old Business
 - a. Setting Workshop Dates
12. New Business
13. Adjournment

Calendar of Event

- Sept 14: Corn Fest @ St Francis American Legion 1-5 pm *Sponsored by the Lions/Am Legion*
Sept 18: College Fair @ SFHS from 6-8 pm FREE and open to all area high school students & parents
Sept 18: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
Sept 29: **Albert Woodbury Commemoration** @ Woodbury Park 2 pm No Charge
Oct 4: SFHS Homecoming Football Game vs. Princeton 7:00 pm
Oct 5: Recycling @ 4020 St. Francis Blvd – Public Works Bldg 8 am - Noon
Oct 7: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Oct 12: Fire Prevention Week Open House @ Fire Station and French Toast Breakfast

TO: Mayor & City Council
FROM: Matthew L. Hylan, *Math* (BL)
City Administrator
RE: Agenda Memorandum – September 16, 2013 Meeting

Agenda Items:

4. Consent Agenda:

- c. *Job Description and Authorization to Advertise:* Attached is the recommended new Job description for city hall.
- d. *Contract for Minnesota Municipal Utilities Association Safety Program:* Attached is the contract for MMUA's Safety Management Program. This program provides coordination and leadership to our monthly safety program for the City. MMUA is always available if we would have an OSHA inspection or any serious accident with employees or our subcontractor(s), In partnership with MMUA, we have a very good safety record.

6. Petitions, Requests, Applications:

- a. *Meridian Final Plat Extension:* Attached is a memorandum from City Planner Nate Sparks outlining the request from Meridian Behavioral Health. In order to delay the filing of the Final Plat, Resolution 2013-34 is attached for consideration to extend the filing deadline until July 31, 2014.
- b. *O'Reilly's Development Agreement:* Attached is the most recent version of the Development Agreement. A motion would be in order to approve this Development Agreement authorizing the City Attorney to make minor/final adjustments to this agreement.

6. Ordinances & Resolutions

7. Reports:

- a. **Engineer:**
- b. **Attorney:**
- c. **Staff:**

Finance Director:

Building Official:

Fire: *Recruitment of New Fire Fighters:* Fire Chief Dean Kapler will outline the need and schedule for adding new fire personnel.

Department Report

Public Works:

Liquor Store:

Police:

City Administrator: *Update on Meadow of St. Francis Lots:* On Wednesday, September 11th, I signed the closing documents for the 46 townhome lots in the Meadows of St. Francis development. As reported by City Attorney Lepak, we will be ensuring all associations, etc are functioning properly before begin to sell these lots.

East Shop Demolition: The contractor who was awarded the low quote on September 3, 2013 is scheduling the demolition. Staff has worked will all "connections" such as gas, electricity, etc. to make sure all connections have been properly disconnected/abandoned.

8. Old Business:

- a. *Council Retreat:* Based on feedback received from the previous suggested dates, the consultant has offered November 17, 2013 and December 15, 2013 as the retreat dates. If these are acceptable, I will work with them to finalize the contract.

12. New Business:

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

CITY COUNCIL MINUTES

September 3, 2013

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:00 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Mike Haggard, Amy Lazere, Tim Brown and Chris McClish. Also present were City Attorney Scott Lepak (Barna, Guzy & Steffen) Police Chief Jeff Harapat, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, City Administrator Matt Hylen and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY HAGGARD SECOND LAZERE TO ADOPT THE SEPTEMBER 3, 2013 CITY COUNCIL AGENDA. Before the meeting, it was suggested we move the introduction of the new officer to right after the consent agenda. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY LAZERE SECOND McCLISH TO APPROVE THE SEPTEMBER 3, 2013, CITY COUNCIL CONSENT AGENDA AS A –D AS FOLLOWS:
 - a. Approve the City Council Minutes of August 19, 2013.
 - b. Authorization Not to Waive the Statutory Tort Liability Limits to the extent of the coverage purchased with LMCIT.
 - c. Approve the Contract for School Resource Officer for ISD #15 School Year 2013-2014.
 - d. Payment of Claims \$160,340.55 (Check #66082-66147)Motion carried 5-0.

Police Department: Introduction of new Police Officer Matthew Schlenker: Police Chief Jeff Harapat introduced new Police Officer Matthew Schlenker to the City Council. Chief Harapat report Officer Schlenker started today and will be beginning field training soon.

5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:**
 - a. **Proclaiming September 15-21, 2013 as Women of Today Week**
Proclamation: MOTION BY TVEIT SECOND BROWN PROCLAIMING SEPTEMBER 15-21, 2013 AS WOMEN OF TODAY WEEK PROCLAMATION. Motion carried 5-0.
 - b. **Proclaiming September as Spinal Cord Injury Awareness Month:**
MOTION BY BROWN SECOND McCLISH PROCLAIMING SEPTEMBER AS SPINAL CORD INJURY AWARENESS MONTH. Motion carried 5-0.
 - c. **Proclaiming September 17-23, 2013 as Constitution Week:** MOTION BY HAGGARD SECOND McCLISH PROCLAIMING SEPTEMBER 17-23 AS CONSTITUTION WEEK. Motion carried 5-0.

7. **Ordinances & Resolution:**

a. **Resolution 2013-31: Adjusting the Tax Levy for the G.O. Improvement and Utility Revenue Bonds, Series 2007A:** MOTION BY BROWN SECOND McCLISH ADOPTING RESOLUTION 2013-31 A RESOLUTION ADJUSTING THE TAX LEVY FOR THE G.O. IMPROVEMENT AND UTILITY REVENUE BONDS, SERIES 2007A. Motion carried 5-0.

b. **Resolution 2013-32: Providing Preliminary Approval of a Proposed 2013 Tax Levy, Collectible in 2014:** MOTION BY BROWN SECOND LAZERE ADOPTING RESOLUTION 2013-32 A RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A PROPOSED 2013 TAX LEVY, COLLECTIBLE IN 2014. Motion carried 5-0.

c. **Resolution 2013-33: Authorizing City Administrator to Execute Closing Documents on the Meadows of St. Francis Described as Lots 1-22 and 43-66, Block 1 City of St. Francis:** MOTION BY TVEIT SECOND BROWN ADOPTING RESOLUTION 2013-33 A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CLOSING DOCUMENTS ON THE MEADOWS OF ST. FRANCIS DESCRIBED AS LOTS 1-22 AND 43-66, BLOCK 1, CITY OF ST. FRANCIS. Lepak stated the City had the opportunity to purchase these townhome lots when the bank was going to dispose of them. This is close to the Meridian development. There were numerous title issues that needed to get resolved before we could close. This was also the case with Meridian. Motion carried 5-0.

8. **Reports of Consultants & Staff Members:**

a. **Engineer:**

b. **Attorney: Closed Meeting Pursuant to Minn. Stat. 13D.05, Subd. 2(b) to discuss consideration of allegations and charges against individual subject to council authority:** City Attorney Scott Lepak asked the City Council to go into a closed meeting Pursuant to Minn. Stat. 13D.05, Subd. 2(b) to discuss consideration of allegations and charges against individual subject to council authority. MOTION BY TVEIT SECOND McCLISH TO GO INTO A CLOSED MEETING AT 6:14 pm. Motion carried 5-0. City Council was back in session at 6:32 pm. Lepak stated he had nothing further to report.

c. **Staff:**

Building Official:

Fire Dept.:

Public Works:

Liquor Store:

Police Dept.:

City Administrator:

9. **Reports from Council Members:** No reports.

10. **Report from Mayor:** Tveit reported last week I was married in Woodbury Park. I would like to thank the Parks department. The park looked great.

11. **Old Business:**

a. **Council Retreat Dates:** Based on feedback received from the previous suggested dates, the consultant has suggested October 6, 2013 and November 3, 2013 as the retreat dates.

McClish said these work for him and Lazere said October 6 does not work. Tveit and Haggard cannot make the November 3 date. Lazere asked do they have to be on a Sunday. Hylen said this is your retreat whatever the council chooses is fine. Tveit said by Thursday 5:00 pm please give the dates that don't work and send them to Barb Held.

b. **East Shop Demolition:** Hylen stated you can see in the agenda report that two quotes were received for the demolition of 3518 Bridge Street, also known as the East Shop . The demolition quotes received were from Classic Construction \$38,000 and Quiring Excavation \$35,450. Hylen stated the Council should also be aware that there will be additional expenditure of municipal funds due to items on the quote which dollar amounts are unknown at this time. This is not funded expenditure. You may choose to transfer some liquor store funds or acknowledge an over expenditure of the General Fund. **MOTION BY BROWN SECOND McCLISH TO PROCEED AND AWARD THE DEMOLITION OF THE EAST SHOP, 3518 BRIDGE STREET TO QUIRING EXCAVATION FOR \$35,450 AND TO UTILIZE LIQUOR STORE FUNDS.** McClish questioned so once we demolish the building we are going to put it up for sale. Hylen stated yes. Haggard does not agree on the demolition of the building and would rather put it up for sale as is. Hylen said this parcel had a housing study done on it and I can check back with that company to see if they are still interested in the site. I guess I have never received direction to sell it as is, just let me know what direction you want to go. Tveit said I would be in favor of demolishing the building; there are underground tanks on the site. Brown said he would like to make the lot attractive piece of property sell it and put it back on the tax roll. Haggard asked do the tanks have to be removed? Tveit stated the underground tanks are located inside the building. Lepak said if there is contaminated soils we still are responsible for that. Hylen said this site; I believe has 5 or 6 different parcels. We would like to combine it as one lot. Tveit said I want to make sure we look at the entrance and egress due to the future upgrade of Bridge Street. Motion carried 5-0.

c. **Royal Oaks Park Land Sale:** A letter was received from Semler Homes, Inc. withdrawing their offer to build a new home on surplus park land at 230th Lane and Ivywood Street corner. Lazere asked if we are going to put the lot up for sale. Brown stated it is a shame we didn't take the offer when we had the chance and put it back on the tax role. It has cost the City money for that vacant . I think we made a mistake for not selling it last meeting. Lazere stated we had two. **MOTION BY LAZERE SECOND McCLISH TO PUT THE ROYAL OAKS PARK LAND UP FOR SALE.** Brown asked if we are going to put a value on this lot. Hylen said the spread between the two realtors was \$5,000 to \$13,000. Motion carried 5-0.

12. **New Business:** Brown stated he was on vacation this weekend and last week the off week was not sent out until Sunday. Was I the only one that noticed it, if you are not going to read them maybe we should not use staff time to put it together.

13. **Adjournment:** The Regular City Council meeting adjourned at 6: 55pm.

The Council went into a work session immediately following the City Council meeting.

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

CITY COUNCIL/MANAGEMENT TEAM WORK SESSION NOTES

SEPTEMBER 3, 2013

The City Council held a Work Session on September 5, 2013 immediately following the St. Francis City Council meeting. Present were Mayor Tveit, Council members Mike Haggard, Tim Brown, Amy Lazere and Chris McClish. Also present were City Administrator Matt Hylen, Finance Director Darcy Mulvihill, Public Works Director Paul Teicher, Police Chief Jeff Harapat, Liquor Store Manager John Schmidt, Building Inspector Andy Schreder and City Clerk Barb Held.

Mayor Tveit opened up the work session at 7:00 pm. City Administrator; Matt Hylen gave a power point presentation that included four different options for council discussion. Dialogue was held between the city council and staff on whether the new person would be located at city hall or at the police/public works building. Questions raised were if the new person went to the police/public works building along with the building inspection department should we remodel the current city hall. Due to the fact there would be only three staff left at city hall. After more discussion, it was decided to place the new person at city hall.

Mayor Tveit adjourned the Work Session at 7:58 pm.

Respectfully submitted,

Barb Held
City Clerk

**City of
ST. FRANCIS**

POSITION PROFILE

Effective Date: September 2013

Position Title: Office Support

Status: Non-Exempt

Department: Administration

Approved: _____

Accountable to: City Clerk

Primary Objectives

Performs administrative support and receptionist work for the City; performs related duties as required.

Supervision Received

Works under the general and/or technical supervision of the City Clerk.

Supervision Exercised

None.

MAJOR AREAS OF ACCOUNTABILITY

- * 1. Acts as primary receptionist for Building, Finance and Administration Departments and assists with other City Departments as needed; responds to phone, and in-person inquiries; directs calls, provides information and assistance or refers to another staff member as appropriate.
- * 2. Performs administrative support work including: typing letters and memo's, scanning, document imaging, copying, printing, and retrieving data or documents as needed.
- * 3. Provides information to billing provider for water and sewer billing work order file and arranges for water shutoffs or reinstatement of service. Handles routine water and sewer phone calls and forwards all other billing questions to the billing provider.
- * 4. Contacts builders and homeowners when building permits are ready; collects fees, provides receipts; provides a copy of permits to Anoka County and maintains records.
- 5. Schedules rentals for parks and community center, along with handing keys for the facilities.
- * 6. Accepts applications and escrow fees for zoning variances and answers routine questions.
- * 7. Makes copies of surveys and plats and charges according to established criteria. Assists in the collection of fees, fines and other payments due to the City.

8. Performs administrative support for the on-site septic records management.
9. Performs other duties as needed or assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

- * ➤ Knowledge of standard office procedures, tools, equipment and practices.
- Working knowledge of building permit process.
- Working knowledge of zoning requirements and variance approval process.
- * ➤ Ability to read, understand and follow policies and procedures.
- * ➤ Ability to operate standard office equipment, including a personal computer with word processing, spreadsheet, document imaging, and GIS software.
- * ➤ Ability and to detect and correct errors in both written documents and data entry and to maintain accurate records and files.
- * ➤ Ability to promote and provide excellent customer service, to communicate effectively and tactfully and to maintain effective working relationships with City staff, contacts from outside agencies and the public.
- * ➤ Ability to organize and prioritize work and to track the progress of building permits.
- * ➤ Ability to respond to questions and requests for information.
- * ➤ Ability to prepare or generate accurate reports.
- * ➤ Ability to read and understand plats, surveys, ordinances and related documents.
- * ➤ Ability to perform work that requires bending, crouching, lifting and carrying of files and pushing/pulling to retrieve documents and sitting to perform data entry for long periods of time.

MINIMUM QUALIFICATIONS

High School Education or Equivalent.

* Note: Asterisked items are essential to the job.



Minnesota Municipal Utilities Association

August 26, 2013

MEMORANDUM

To: Safety Management Participants
From: Mike Willetts, Director of Job Training and Safety
Subject: 2013-14 Safety Management Program Contract

It is time to renew your safety management program contract. Since our group meeting, all requested changes have been made. There has been very little change from the budgets delivered at the earlier meeting. The contract amendments will cover October 1, 2013 through September 30, 2014, to coincide with MMUA's fiscal year.

Two copies of your contract amendment are enclosed. Please sign both contracts keeping one for your records and mailing the other to the address shown below. Please do not send payment at this time. You will be billed October 1. Mail your signed contract to:

Larry Pederson, Director of Finance
Minnesota Municipal Utilities Association
3025 Harbor Lane North, Suite 400
Plymouth, MN 55447-5142

If you have any concerns with the new contract, please contact me or Larry as follows:

Mike Willetts: phone 763-746-0705 or e-mail mwilletts@mmua.org
Larry Pederson: phone 763-746-0704 or e-mail lpederson@mmua.org

Thank you for being part of MMUA's safety management groups. With this program and your support we have proven that working together as a group we can develop a safety program that is affordable and at the same time works.

Minnesota Municipal Utilities Association
AMENDMENT TO SERVICES AGREEMENT

Safety Management Program

Contract Date: August 12, 2013

Contract Number: 171-2014

The services agreement entered into between Minnesota Municipal Utilities Association (MMUA) and City of Saint Francis (Saint Francis), dated August 27, 2012, contract number 171-2013, is amended as follows:

PART II, Section 1.

1. DURATION: This Agreement shall remain in force from October 1, 2013 until September 30, 2014 (the "expiration date").

PART III, Section 1.

1. COMPENSATION: For the services covered by this Agreement, Saint Francis shall pay MMUA an annual fee of seventeen thousand six hundred dollars and 00 cents (\$ 17,600.00) for the 2013-14 annual period. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- Annual Payment (\$17,600.00)
- Quarterly Payments (\$ 4,400.00 each)

For any term of less than twelve full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the services were provided as a percentage of twelve (12).

The parties hereby accept the terms of the Agreement as modified.

City of Saint Francis
By _____
Title _____
Date _____
Purchase Order # _____

Minnesota Municipal Utilities Association
By *Jan King*
Title Executive Director
Date August 12, 2013

Minnesota Municipal Utilities Association
AMENDMENT TO SERVICES AGREEMENT
Safety Management Program

Contract Date: August 12, 2013

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City of Saint Francis
By _____
Title _____
Date _____
Purchase Order # _____

Minnesota Municipal Utilities Association
By 
Title Executive Director
Date August 12, 2013



PAYMENT BATCH PA 09-16-13

ACE SOLID WASTE, INC.

09/01/2013	10700254	E 101-42110-384	Refuse/Garbage Disposal	SOLID WASTE	60.44
09/01/2013	10700254	E 101-42210-384	Refuse/Garbage Disposal	SOLID WASTE	40.92
09/01/2013	10700254	E 101-43100-384	Refuse/Garbage Disposal	SOLID WASTE	41.01
09/01/2013	10700254	E 101-43100-384	Refuse/Garbage Disposal	SOLID WASTE	15.11
09/01/2013	10700254	E 101-43210-384	Refuse/Garbage Disposal	SOLID WASTE	35.54
09/01/2013	10700254	E 101-45200-384	Refuse/Garbage Disposal	SOLID WASTE	41.00
09/01/2013	10700254	E 101-45200-384	Refuse/Garbage Disposal	SOLID WASTE	15.11
09/01/2013	10700254	E 601-49440-384	Refuse/Garbage Disposal	SOLID WASTE	59.71
09/01/2013	10700254	E 601-49440-384	Refuse/Garbage Disposal	SOLID WASTE	15.11
09/01/2013	10700254	E 602-49490-384	Refuse/Garbage Disposal	SOLID WASTE	59.70
09/01/2013	10700254	E 602-49490-384	Refuse/Garbage Disposal	SOLID WASTE	15.11
09/01/2013	10700254	E 609-49750-384	Refuse/Garbage Disposal	SOLID WASTE	131.31
					\$530.07

AMERIPRIDE LINEN & APPAREL SER

08/28/2013	1002552989	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS	54.57
09/04/2013	1002559772	E 101-41940-219	Rug Maintenance	RUG MAINTENCASE	58.34
					\$112.91

ANOKA COUNTY TREASURY DEPT.

09/03/2013	230408	E 101-42110-321	Telephone	OCTOBER BROADBAND	50.00
09/03/2013	230408	E 101-42210-321	Telephone	OCTOBER BROADBAND	50.00
09/03/2013	230408	E 101-43100-321	Telephone	OCTOBER BROADBAND	50.00
09/03/2013	230408	E 101-45200-321	Telephone	OCTOBER BROADBAND	50.00
09/03/2013	230408	E 601-49440-321	Telephone	OCTOBER BROADBAND	50.00
09/03/2013	230408	E 602-49490-321	Telephone	OCTOBER BROADBAND	50.00
					\$300.00

ASPEN MILLS

08/30/2013	139015	E 101-42110-437	Uniform Allowance	HEEREN	164.25
09/03/2013	139163	E 101-42110-437	Uniform Allowance	INITIAL ISSUE	637.13
					\$801.38

BAUER BUILT INC.

08/05/2013	940017386	E 101-42110-221	Vehicle Repair & Maintenance	TIRES	719.84
					\$719.84

BGS (BARNA GUZY)

08/31/2013	120858	E 101-41600-304	Civil Legal Fees	SMITH LAKE WILDLIFE	325.00
08/31/2013	120874	E 101-41600-312	Criminal Legal Fees	PROSECUTION	4,864.00
08/31/2013	121061	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
08/31/2013	121062	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	234.00
08/31/2013	121064	E 101-41600-304	Civil Legal Fees	ORESKIE	585.00
08/31/2013	121065	E 101-41600-304	Civil Legal Fees	DATA PRACTICES	299.00

08/31/2013	121066	E 101-41600-304	Civil Legal Fees	MEADOWS OF ST FRANCIS	5,772.00
08/31/2013	121082	E 208-42110-436	Towing Charges	MISC FORFEITURES	52.00
08/31/2013	121084	E 208-42110-436	Towing Charges	STRINGER FORFEITURE	65.00
					\$13,996.00

COUNTY MARKET - CITY ACCOUNT

09/02/2013		E 101-45200-212	Motor Fuels	FUEL	247.41
09/02/2013	0224.0813	E 101-42210-212	Motor Fuels	FUEL	101.30
09/02/2013	0224.0813	E 101-45200-212	Motor Fuels	FUEL	43.31
					\$392.02

COURIER, THE

09/06/2013	51933	E 101-43210-439	Recycling Days	RECYCLE	89.00
09/06/2013	51933	E 101-43210-439	Recycling Days	RECYCLE	243.75
					\$332.75

CRYSTAL SPRINGS ICE

08/27/2013	30753	E 609-49751-254	Miscellaneous Merchandise	MISC	109.44
08/31/2013	30845	E 609-49751-254	Miscellaneous Merchandise	MISC	173.60
09/03/2013	30892	E 609-49751-254	Miscellaneous Merchandise	MISC	155.76
					\$438.80

DAHLHEIMER DIST. CO. INC.

08/28/2013	1075948	E 609-49751-252	Beer For Resale	BEER	20,647.90
09/05/2013	1064408	E 609-49751-252	Beer For Resale	BEER	4,172.32
09/05/2013	1064408	E 609-49751-254	Miscellaneous Merchandise	MISC	136.00
					\$24,956.22

DAY DISTRIBUTING CO.

08/30/2013	716757	E 609-49751-252	Beer For Resale	BEER	3,504.70
					\$3,504.70

DE LAGE LANDEN

09/07/2013	19424725	E 101-42110-200	Office Supplies	POLICE COPIER	253.89
09/07/2013	19434623	E 101-41400-240	Office Equip	CITY HALL COPIER	261.92
					\$515.81

DEX MEDIA EAST LLC

09/05/2013	.0913	E 609-49750-340	Advertising	ADVERTISING	71.50
					\$71.50

F.I.R.E.

09/04/2013	364	E 101-42210-208	Training and Instruction	TRAINING	700.00
					\$700.00

FERGUSON WATERWORKS

08/27/2013	44657	E 601-49440-259	Water Meters	WATER METER	2,333.05
					\$2,333.05

FREEDOM SERVICES, INC.-FD

09/06/2013	16315	G 101-21706	Flex Account	OCTOBER	377.12
09/06/2013	16315	G 101-21708	Health Premium	OCTOBER	1,341.08
					\$1,718.20

FREEDOM SERVICES, INC-MA

09/06/2013	16316	E 101-41540-301	Auditing and Acct g Services	OCTOBER	80.00
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					\$80.00
GENERAL REPAIR SERVICE					
09/06/2013	50549	E 602-49490-229	Project Repair & Maintenance	TAX ON INVOICE #50090	55.34
					\$55.34
GERDIN AUTO SERVICE, INC.					
08/26/2013	68318	E 208-42110-436	Towing Charges	1998 FORD TRUCK RANGER	189.89
					\$189.89
GRAINGER, INC.					
08/28/2013	9229339487	E 602-49490-217	Other Operating Supplies	SUPPLIES	34.79
					\$34.79
GRANITE CITY JOBBING CO.					
08/27/2013	778251	E 609-49750-210	Operating Supplies	OPERATING	135.69
08/27/2013	778251	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
08/27/2013	778251	E 609-49751-254	Miscellaneous Merchandise	MISC	13.64
08/27/2013	778251	E 609-49751-256	Tobacco Products For Resale	TOBACCO	746.91
08/27/2013	778251	G 101-20810	Sales Tax Payable	SALES TAX	(0.44)
09/04/2013	779171	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
09/04/2013	779171	E 609-49751-254	Miscellaneous Merchandise	MISC	91.38
09/04/2013	779171	E 609-49751-256	Tobacco Products For Resale	TOBACCO	364.80
					\$1,360.48
GREAT NORTHERN LANDSCAPES, INC					
07/10/2013	9210	E 101-43100-441	Miscellaneous	TURN LANE CONSTRUCTION	71.24
					\$71.24
HAWKINS, INC.					
08/29/2013	3509481	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	2,329.26
08/29/2013	3510450	E 601-49440-216	Chemicals and Chem Products	CHEMICALS	3,403.50
					\$5,732.76
HEWLETT-PACKARD COMPANY					
08/23/2013	33848907	E 101-42110-237	Small Equipment	MONITOR	203.06
					\$203.06
INNOVATIVE OFFICE SOLUTIONS, L					
08/21/2013	345255	E 101-42110-200	Office Supplies	SUPPLIES	145.54
					\$145.54
ISD #15					
08/20/2013	1141	E 101-42110-221	Vehicle Repair & Maintenance	2010 DODGE CHARGER	45.34
08/22/2013	1146	E 101-43100-221	Vehicle Repair & Maintenance	2006 FORD PICK UP	474.36
08/22/2013	1146	E 101-43210-221	Vehicle Repair & Maintenance	2006 FORD PICK UP	474.35
08/22/2013	1146	E 101-45200-221	Vehicle Repair & Maintenance	2006 FORD PICK UP	474.36
09/10/2013	1157	E 101-43100-221	Vehicle Repair & Maintenance	2004 INTERNATIONAL	2,799.03
09/10/2013	1162	E 101-43100-218	Equipment Repair & Maintenance	1994 YANMAR PUMP	7.98
09/10/2013	1162	E 101-45200-218	Equipment Repair & Maintenance	1994 YANMAR PUMP	7.98
09/10/2013	1163	E 601-49440-221	Vehicle Repair & Maintenance	2007 DODGE	524.85
09/10/2013	1163	E 602-49490-221	Vehicle Repair & Maintenance	2007 DODGE	524.84
					\$5,333.09
JOHNSON BROS WHLSE LIQUOR					
08/28/2013	1656507	E 609-49751-206	Freight and Fuel Charges	FREIGHT	33.93

08/28/2013	1656507	E 609-49751-251	Liquor For Resale	LIQUOR	2,744.21
08/28/2013	1656508	E 609-49751-206	Freight and Fuel Charges	FREIGHT	73.50
08/28/2013	1656508	E 609-49751-253	Wine For Resale	WINE	2,909.70
09/04/2013	1662074	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
09/04/2013	1662074	E 609-49751-251	Liquor For Resale	LIQUOR	522.92
09/04/2013	1662075	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.34
09/04/2013	1662075	E 609-49751-253	Wine For Resale	WINE	912.45
09/04/2013	1662076	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.41
09/04/2013	1662076	E 609-49751-254	Miscellaneous Merchandise	MISC	96.75
					\$7,334.62

JRS APPLIANCE

05/24/2013	81163	E 101-43210-439	Recycling Days	SPRING CLEAN UP	215.00
					\$215.00

LEAGUE OF MN CITIES

09/01/2013	090113	E 101-41110-433	Dues and Subscriptions	DUES	30.00
09/01/2013	186884	E 101-41400-433	Dues and Subscriptions	DUES	6,564.00
					\$6,594.00

LMC INSURANCE TRUST

09/01/2013	22507	E 101-41400-433	Dues and Subscriptions	AARON SCHROEDER	166.65
					\$166.65

MARTIES FARM SERVICE

08/07/2013	251681	E 101-45200-229	Project Repair & Maintenance	SHADY LAWN MIX	11.33
08/08/2013	251683	E 101-45200-229	Project Repair & Maintenance	ANNUAL REGRASS	28.86
08/20/2013	253370	E 101-45200-419	Turf/Fertilizer/Weed Control	RAZOR PRO	83.62
08/21/2013	253428	E 101-45200-217	Other Operating Supplies	2 GALLON SPRAYERS	29.91
					\$153.72

MCDONALD DIST CO.

08/29/2013	337837	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
08/29/2013	337837	E 609-49751-252	Beer For Resale	BEER	17,017.05
08/29/2013	337837	E 609-49751-254	Miscellaneous Merchandise	MISC	68.00
08/29/2013	337837	E 609-49751-255	N/A Products	N/A	65.75
09/05/2013	338317	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
09/05/2013	338317	E 609-49751-252	Beer For Resale	BEER	3,279.95
09/05/2013	338317	E 609-49751-255	N/A Products	N/A	34.00
					\$20,470.75

METRO SALES, INC.

08/27/2013	546875	E 101-42110-311	Contract	COPIES	257.81
					\$257.81

MN COUNTY ATTORNEYS ASSN.

08/13/2013	18151240	E 101-42110-208	Training and Instruction	2013 CRIMINAL BOOK	76.95
					\$76.95

MN DEPT OF HEALTH

08/14/2013	081413	E 601-49440-313	Sample Testing	WATER TEST FEE	2,408.00
					\$2,408.00

NORTHWEST ASSOC. CONSULTANTS

09/04/2013	20967	E 101-41910-311	Contract	CITY PROJECTS	2,827.08
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09/04/2013	20968	G 803-22102	Esc-Meridian Beh Health	MERIDIAN/OREILLY	107.25
09/04/2013	20968	G 803-22105	O Reilly Escrow	MERIDIAN/OREILLY	1,551.25
					\$4,485.58

OPUS 21

09/06/2013	130838	E 601-49440-382	Utility Billing	AUGUST 2013	1,453.94
09/06/2013	130838	E 602-49490-382	Utility Billing	AUGUST 2013	1,453.95
					\$2,907.89

PACE ANALYTICAL SERVICES

08/21/2013	131231963	E 602-49490-313	Sample Testing	TESTING	131.10
08/29/2013	131232288	E 602-49490-313	Sample Testing	ANALYSIS	45.00
					\$176.10

PHILLIPS WINE & SPIRITS CO.

08/28/2013	2476943	E 609-49751-206	Freight and Fuel Charges	FREIGHT	254.31
08/28/2013	2476943	E 609-49751-251	Liquor For Resale	LIQUOR	16,274.27
08/28/2013	2476944	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.95
08/28/2013	2476944	E 609-49751-253	Wine For Resale	WINE	287.68
08/30/2013	3511772	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(1.47)
08/30/2013	3511772	E 609-49751-251	Liquor For Resale	LIQUOR	(177.00)
09/01/2013	2478149	E 609-49751-206	Freight and Fuel Charges	FREIGHT	44.10
09/01/2013	2478149	E 609-49751-253	Wine For Resale	WINE	800.00
09/04/2013	2480432	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.15
09/04/2013	2480432	E 609-49751-251	Liquor For Resale	LIQUOR	213.15
09/04/2013	2480433	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.52
09/04/2013	2480433	E 609-49751-253	Wine For Resale	WINE	875.00
09/04/2013	2480434	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.94
09/04/2013	2480434	E 609-49751-254	Miscellaneous Merchandise	MISC	41.95
09/04/2013	2480434	E 609-49751-255	N/A Products	N/A	56.00
					\$18,707.55

PLEAA

09/11/2013	.0913	E 101-42110-208	Training and Instruction	TRAINING-ROBERTS	35.00
					\$35.00

PRINTING UNLIMITED

08/29/2013	6800	E 101-42110-200	Office Supplies	EVIDENCE LOG	121.46
					\$121.46

RJM DISTRIBUTING INC.

09/05/2013	26150	E 609-49751-252	Beer For Resale	BEER	350.00
09/05/2013	26150	E 609-49751-254	Miscellaneous Merchandise	MISC	37.50
					\$387.50

ROSEVILLE, CITY OF

09/04/2013	217762	E 101-41110-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	238.79
09/04/2013	217762	E 101-41400-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	795.97
09/04/2013	217762	E 101-42110-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	1,074.56
09/04/2013	217762	E 101-42210-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	198.99
09/04/2013	217762	E 101-43100-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	198.99
09/04/2013	217762	E 101-45200-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	198.99
09/04/2013	217762	E 601-49440-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	198.99
09/04/2013	217762	E 602-49490-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	198.99

09/04/2013	217762	E 609-49750-310	Computer Consulting Fees	IT SERVICES SEPTEMBER 2013	238.81
					\$3,343.08

ROYAL SUPPLY

09/10/2013	13515	E 101-41940-210	Operating Supplies	SUPPLIES	14.96
09/10/2013	13515	E 101-42110-217	Other Operating Supplies	SUPPLIES	29.92
09/10/2013	13515	E 101-43100-217	Other Operating Supplies	SUPPLIES	14.96
09/10/2013	13515	E 101-45200-217	Other Operating Supplies	SUPPLIES	14.96
09/10/2013	13515	E 601-49440-217	Other Operating Supplies	SUPPLIES	14.96
09/10/2013	13515	E 602-49490-217	Other Operating Supplies	SUPPLIES	14.98
					\$104.74

SCHREDER, ANDY

		E 101-42400-200	Office Supplies	CAMERA	117.81
09/09/2013	090913	E 101-42400-331	Travel Expenses	MILEAGE	135.60
					\$253.41

SOUTHERN WINE & SPIRITS OF MN

08/29/2013	1070101	E 609-49751-206	Freight and Fuel Charges	FREIGHT	11.25
08/29/2013	1070101	E 609-49751-251	Liquor For Resale	LIQUOR	858.76
09/05/2013	1072150	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.62
09/05/2013	1072151	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.85
09/05/2013	1072151	E 609-49751-251	Liquor For Resale	LIQUOR	1,082.86
					\$1,962.34

ST. FRANCIS TRUE VALUE HARDWAR

08/31/2013	.0813	E 101-42210-217	Other Operating Supplies	FIRE DEPARTMENT SUPPLIES	44.65
					\$44.65

STREICHER S

08/23/2013	1042074	E 101-42110-437	Uniform Allowance	INITIAL ISSUE	324.37
08/23/2013	10428080	E 101-42110-437	Uniform Allowance	INITIAL ISSUE	16.02
					\$340.39

THELEN, DAVID

		E 601-49440-433	Dues and Subscriptions	LICENSE FEE	29.00
					\$29.00

THORPE DISTRIBUTING COMPANY

08/30/2013	00726739	E 609-49751-252	Beer For Resale	BEER	290.50
					\$290.50

VESSCO, INC.

08/26/2013	58063	E 602-49490-217	Other Operating Supplies	TUBE ELEMENT	144.19
					\$144.19

WIRTZ BEVERAGE MN

08/29/2013	1080078487	E 609-49751-206	Freight and Fuel Charges	FREIGHT	85.55
08/29/2013	1080078487	E 609-49751-251	Liquor For Resale	LIQUOR	5,685.71
08/29/2013	1080078487	E 609-49751-254	Miscellaneous Merchandise	MISC	67.24
09/05/2013	1080080864	E 609-49751-206	Freight and Fuel Charges	FREIGHT	29.48
09/05/2013	1080080864	E 609-49751-251	Liquor For Resale	LIQUOR	1,325.41
09/05/2013	1080080864	E 609-49751-253	Wine For Resale	WINE	388.00
09/05/2013	1080080864	E 609-49751-254	Miscellaneous Merchandise	MISC	33.62

\$7,615.01

\$143,255.33

FUND SUMMARY

101 GENERAL FUND	\$38,216.48
208 POLICE FORFEITURE	\$306.89
601 WATER FUND	\$10,491.11
602 SEWER FUND	\$5,057.25
609 MUNICIPAL LIQUOR FUND	\$87,525.10
803 ESCROW	\$1,658.50
Total	<u>143,255.33</u>

CITY OF ST. FRANCIS
9/16/2013

Checks cut since last Council Meeting

<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
08/26/13	66081	Post Board	Matt Schlenker	90.00
TOTAL				<u><u>90.00</u></u>

Disbursements via Debits to Checking & 4M Account

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Visa	August Credit Card	8,672.99
Federal Tax	Payroll 08-01-13	15,821.63
PERA	Payroll 08-01-13	11,386.50
ING	Payroll 08-01-13	930.00
ICMA	Payroll 08-01-13	660.00
State Tax	Payroll 08-01-13	3,299.89
MSRS	Payroll 08-01-13	593.33
Federal Tax	Payroll 08-15-13	16,588.89
PERA	Payroll 08-15-13	11,321.58
ING	Payroll 08-15-13	930.00
ICMA	Payroll 08-15-13	660.00
State Tax	Payroll 08-15-13	3,556.71
MSRS	Payroll 08-15-13	577.24
Federal Tax	Payroll 08-15-13	76.50
Federal Tax	Payroll 08-20-13	1,369.82
PERA	Payroll 07-16-13	320.16
State Tax	Payroll 07-16-13	155.91
Sales Tax	July Sales Tax	19,329.00
Federal Tax	Payroll 08-29-13	13,000.34
PERA	Payroll 08-29-13	11,101.86
ING	Payroll 08-29-13	930.00
ICMA	Payroll 08-29-13	660.00
State Tax	Payroll 08-29-13	2,500.11
MSRS	Payroll 08-29-13	566.57
Federal Tax	Payroll 08-29-13	60.10
Village Bank	August Fees	83.55
Village Bank	NSF Checks & Fees	5.00
PFA Payment	Due 08-20-13	403,777.16
TOTAL		<u><u>528,934.84</u></u>



ST. FRANCIS PLANNING MEMO

TO: St. Francis City Council
Matt Hysten, City Administrator

FROM: Nate Sparks

MEETING DATE: September 16, 2013

DATE: September 12, 2013

RE: Meridian Behavioral Health Final Plat Extension Request

BACKGROUND

The City Council approved a Final Plat for Meridian Behavioral Health on July 1, 2013. The plat was intended to replat Outlot A of the Meadows of St. Francis into one buildable parcel for the purposes of operating an in-patient chemical dependency treatment center. The applicant had some difficulties in closing on the property which delayed their ability to meet all the terms of the development agreement. Therefore, they are requesting an extension for the final plat filing deadline to July 31, 2014.

STAFF RECOMMENDATION

In order to approve this extension, the Council must pass the attached resolution. The time period requested is lengthier than what is common, however, this is due to the applicant attempting to tie the final plat filing to the commencement of construction on the site. Therefore, Staff feels this extension may be acceptable.



September 4, 2013

Mayor Jerry Tveit and Members of the City Council
City of Saint Francis
23340 Cree Street NW
St. Francis, MN 55070

RE: OUTLOT A, MEADOWS OF SAINT FRANCIS

Dear Mayor Jerry Tveit and Council Members,

On May 14, 2013 the City Council approved a rezoning, conditional use permit, site plan and preliminary plat for Meridian Behavioral Health to develop a residential treatment facility on Outlot A, Meadows of Saint Francis. On July 1, 2013 the City Council approved the final plat for the project. Pursuant to City code, the final plat must be recorded within 90 days of the approval, and work must begin on the project within one year of approval of the conditional use of permit. This letter is to request the time period to file the final plat and to commence work be extended to July 31, 2014.

Following the approvals in May and July, Meridian Behavioral Health proceeded with the acquisition of Outlot A. However, during this process, some title issues arose, which delayed the closing until August. Meridian Behavioral Health did close on the property, owns the property and intends to develop the property in 2014. However, due to the delayed closing, the need to identify and convey some easements to the City, and the need to do some additional analysis and value engineering to reduce the cost of the project, the final plat will not be ready for recording until later this year at the earliest and Meridian Behavioral Health will not be ready to begin construction until next season. For these reasons an extension to July 31, 2014 to record the plat and begin work is requested.

Please call the undersigned with any questions at 612-916-0352.

Sincerely,

A handwritten signature in black ink, appearing to read "John Seymour", written over a white background.

John Seymour
VP, Marketing and Business Development

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

RESOLUTION 2013-34

**A RESOLUTION APPROVING AN EXTENSION TO THE FILING DEADLINE FOR A
FINAL PLAT FOR MEADOWS OF ST. FRANCIS 3RD ADDITION**

WHEREAS, the City of St. Francis approved a request for a Final Plat from Meridian Behavioral Health, Inc. (“the Applicant”) on July 1, 2013; and

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

Outlot A, Meadows of St. Francis

WHEREAS, the Property was to be platted as “The Meadows of St. Francis 3rd Addition”; and

WHEREAS, the plat was to be recorded no later than September 27, 2013; and

WHEREAS, the applicant is seeking to have the time extended for filing the plat to July 31, 2014 due to title issues regarding the property; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby extends the recording deadline for the Final Plat until July 31, 2014.

The motion for the adoption of the foregoing resolution was made by Councilmember _____ and was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

Councilmember
Councilmember
Councilmember
Councilmember
Mayor

and the following voted against the same:

and the following abstained:

and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 16th DAY OF SEPTEMBER, 2013.

APPROVED

Attest:

Jerry Tveit, Mayor of St. Francis

Barbara I. Held, City Clerk

(RESERVED FOR RECORDING INFORMATION)

DEVELOPMENT AGREEMENT AZTEC COMMERCIAL PARK

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2013, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“**City**”); and **O’REILLY AUTOMOTIVE STORES, INC.**, a Missouri corporation (the “**Developer**”).

WHEREAS, the Developer has requested approval of a subdivision of the Property according to the plat of Aztec Commerical Park; and

WHEREAS, on August 19, 2013, by Resolution No. 2013-26, the City Council granted the preliminary and final plat approval of the project conditioned on this Development Agreement; and

WHEREAS, on August 19, 2013, by Resolution No. 2013-27, the City Council granted approval of a site plan for the Property (“**Site Plan**”) referenced in paragraph 5 below as Plan C2 and incorporated by reference, granted final plat approval for the plat of Aztec Commercial Park, on the condition that the Developer enter into this Development Agreement secured by financial guarantees to insure that the improvements will be constructed.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Developer and City agree as follows:

1. REQUEST FOR PLAT APPROVAL. The Developer is the fee owner of certain lands in the City of St Francis and has asked the City to approve a plat for **Aztec Commercial Park** (referred to in

this Contract as the “**Subdivided Property**”). The land is situated in the City of St. Francis, County of Anoka, State of Minnesota, and is legally described as follows:

That part of Outlot 17, Village of St. Francis lying East of the Easterly right of way line of State Trunk Highway No. 47, as now laid out and traveled, lying West of a line distant 710.42 feet West of the West line of Block 3, Durigan and Locher Addition, and lying south of the north line of the Southwest Quarter of the Section 32, Township 34, Range 24, Anoka County, Minnesota.

(After the plat of Aztec Commercial Park is recorded on the Subdivided Property, it will be known as Lots 1 and 2, Block 1, Aztec Commercial Park, Anoka County, Minnesota.

2. CONDITIONS OF PLAT AND VARIANCE APPROVAL.

A. The City hereby approves the plat and rezoning on conditions that the Developer enter into this Contract, furnish the security required by it, provide title evidence that good and marketable title to the plat is in the name of the Developer, and record the plat with the County Recorder within 90 days after the City Council approves the final plat.

B. The City hereby grants approval to the Site Plan Review and Variance identified in the Plans listed in paragraph 5 of this Contract; as adopted on August 19, 2013 by Resolution No. 2013-27, and conditioned upon compliance with the terms and conditions of this Contract. The City agrees to approve the development provided the development is consistent with the conditions herein, City ordinances, and all other City requirements which are in effect, subject to the provisions of paragraph 4 of this Contract. The specific conditions and requirements are as set forth in City Resolutions No. 2013-26 and 2013-27 adopted by the St. Francis City Council on the 19th day of August, 2013.

3. RIGHT TO PROCEED. Within the plat or land to be platted, 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 real property within the plat is in the name of the Developer; 3) the necessary security has been received by the City; 4) the plat and this Contract have been filed with the Anoka County Recorder; and 5) the City’s administrator

has issued a letter that conditions 1, 2 and 3 herein have been satisfied and that the Developer shall proceed. Provided items 1, 2 and 3 have been satisfied, the City Engineer may issue the Developer a letter authorizing the Developer to grade the site (including reasonable tree removal) pursuant to the terms of a grading permit.

4. **CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Contract, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract with respect to property which did not receive final plat approval prior to any such amendments. The variance granted in Resolution 2013-27 shall be null and void if a building permit is not issued by August 19, 2014.

5. **PROPOSED DEVELOPMENT AND DEVELOPMENT PLANS.** The Developer intends to construct a retail store on Lot 1, Block 1 and reserve Lot 2 for future development. Lot 1, Block 1 shall be developed in accordance with the following plans. The plans are not attached to this Contract, but are incorporated herein. With the exception of Plan A, the plans may be revised, subject to City approval, after entering the Contract, but before commencement of any work in the Subdivided Property. If the plans vary from the written terms of this Contract or the approvals referenced herein, the written terms and approvals shall control. The plans are:

- Plan A – Preliminary Plat
- Plan B – Final Plat
- Plan T1 – Title Page
- Plan SV1 – Site Survey
- Plan D1 – Site Demolition Plan (and Erosion Control Plan)
- Plan C1 – Site Grading Plan
- Plan C2 – Site Development Plan
- Plan C3 – Site Details
- Plan C4 – Site Details
- Plan L1 – Landscaping Plan
- Plan L2 – Landscaping Details

Plan L3 – Irrigation Plan
Plan A3 – Exterior Elevations
Plan SU1 – Site Utility Plan
Plan SL1 – Photometric Plan

6. IMPROVEMENTS.

A. **Developer Installed Improvements.** The Developer shall install and pay for the following:

- a) Site Grading and Erosion Control
- b) Private Sanitary Sewer Connections
- c) Private Water Connections
- d) Private Storm Sewer Connections and Ponding
- e) Private Drives, Parking Lot, and Private Sidewalks
- f) Exterior Lights
- g) Landscaping
- h) Underground Utilities
- i) Setting of Iron Monuments
- j) Surveying and Staking
- k) Traffic Controls Signs

The improvements shall be installed in accordance with any and all provisions of the City Code and as conditioned by Resolutions No. 2013-26 and 2013-27. The Developer shall submit plans and specifications for permit which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer which approval shall be provided on the condition that such submittals comply with the Plans, this Agreement, and the approving Resolutions. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his engineer shall notify the City Engineer a minimum of 48 hours prior to commencing

construction on the property. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible “as constructed” plans, an electronic file of the “as constructed” plans in an Auto CAD file based upon the Anoka County coordinate system, all prepared in accordance with City standards for all public improvements.

B. **Public Improvements.** The City shall install the public improvements within the proposed Aztec Street right-of-way and any additionally acquired easements or property for the purposes of right-of-way adjacent to this property from 233rd Avenue to the south line of the Subdivided Property. The construction will generally conform to the Plans referenced in Paragraph 5 but may be modified by the City Engineer at the discretion of the City. The public improvements will consist of road bed, bituminous surfacing, concrete curb and gutter, concrete sidewalk, storm sewer, landscaping, turf restoration, and other necessary work related to the construction of the street (the “**Public Improvements**”). Costs for the construction of the Public Improvements will be assessed to the Subdivided Property as determined by the assessment roll prepared by the City Engineer. The special assessments will be in an amount which represents the City’s actual construction costs of the Improvements and the allocated portion of the engineering, legal, administrative and other similar costs of the project. In order to secure that the City has valid special assessments as provided for in this paragraph, the Developer agrees to execute a Petition and Waiver Agreement in the general form attached hereto as Exhibit B. The Developer agrees to take no action which would cause the Property to be eligible for deferral of the special assessments. Any such action by or on behalf of the Developer shall be an Event of Default under this Agreement and shall cause the special assessments to be due and payable in full immediately.

7. **IRON MONUMENTS.** In accordance with Minnesota Statutes 505.02 and St. Francis City Code Section 11-11-2, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer’s surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

8. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the City of St. Francis Building Permit.

9. **TIME OF PERFORMANCE.** The Developer shall install all required improvements for the development as contemplated by Section 5 and 6A and the approved Plans by December 31, 2014.

10. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subdivided Property to perform all work and inspections deemed appropriate by the City in conjunction with Development Plans and Public Improvements.

11. **EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan D1, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if reasonably required. All areas disturbed by the excavation and backfilling operations shall be reseeded within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than seven (7) days, unless otherwise authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, seed shall be in accordance with the City's current seeding specification which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be maintained as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. The Developer shall reimburse the City for all costs incurred in connection with such actions. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs or seek reimbursement by other methods. No development, parking lot, or utility construction will be allowed and no building permits will be issued unless the Subdivided Property is in full compliance with the approved erosion control plan.

12. GRADING PLAN. The Subdivided Property shall be graded in accordance with the approved grading development and erosion control plans, Plan D1. The plan shall conform to City of St. Francis specifications. Within thirty (30) days after completion of the grading and before the City approves the building permit, the Developer shall provide the City with an “as constructed” grading plan certified by a registered land surveyor or engineer that the pond, swales, and ditches for drainage have been constructed on public easements or land owned by the City. The “as constructed” plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; and c) lot corner elevations. The City will withhold issuance of a building permit until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer.

13. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

14. CITY ENGINEERING, ADMINISTRATION, CONSTRUCTION OBSERVATION AND LEGAL FEES. The Developer shall pay a fee for City costs incurred for engineering, City administration, construction observation and legal fees related to this Agreement and the provisions recited herein. City engineering administration will include construction observation, 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 of requests for reduction in security. Fees for this service shall be at standard hourly rates. To secure these fees for engineering, administration, construction observation and legal fees, Developer will provide a \$10,000 escrow, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation performed by the City’s consulting engineer. Construction observation shall

include part or full time inspection of proposed utilities and grading and will be billed on standard hourly rates.

15. CLAIMS. In the event that the City receives claims from labor, material, or others that work required by this Contract has been performed, the sums due them have not been paid, and the laborers, material, or others are seeking payment from 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 125 percent 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 letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Contract.

16. TRAFFIC CONTROL SIGNS AND STREET MAINTENANCE COSTS. The Developer shall supply all traffic control signage and keep streets free from grit, dirt, and debris. Developer will timely respond to signage or maintenance needs, if in the opinion of the City Engineer signage is necessary, damage is done to the street, or material deposited on the street will result in corrective action upon notification.

17. PARK DEDICATION. The Developer will pay **\$7500** in satisfaction of the City's park dedication requirements for Aztec Commercial Park calculated in accordance with St. Francis City Ordinances as follows at a commercial rate:

$$3 \times \text{the base rate of } \$2500 = \$7500$$

18. LANDSCAPING. Landscaping and irrigation shall be installed on the site in accordance with the Landscaping Plan (Plan L1) as modified by Resolution 2013-27. Before the City signs the final plat, the Developer shall post a \$10,000 security to guarantee installation of the approved landscaping and irrigation. The security shall be retained by the City for one year from the date of confirmation that the landscaping plan has been fully implemented. All landscaping within Aztec Commercial Park shall include hardy, non-invasive native species appropriate for Minnesota. All landscaping materials shall be maintained and replaced if they die within the standard warranty period, which is one year from planting.

All required landscaping may be required to be replaced after the one year warranty period to maintain conformance with the approved Site Plan. Landscaping shall be planted so as not to interfere with site drainage.

19. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Implementation of the recommendations listed in Resolutions 2013-26 and 2013-27, dated August 19th, 2013.

B. Implementation of the recommendations and conditions set forth in the July 19, 2013 Planning Reports.

C. Implementation of the recommendations and conditions set forth in the August 14, 2013 Council Report.

D. Implementation of the comments and recommendations of the City Engineer, City Fire Chief and City Building Official.

E. The Developer shall reimburse the City for the cost incurred for the City Engineer to complete City base map upgrading.

F. The Developer is required to submit the final plat and construction documents in electronic format. The electronic format shall be both Auto CAD and pdf files.

20. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of the costs of some public and all private improvements and construction of some public and all private improvements, the Developer shall furnish and deliver to the City with a cash escrow or letter of credit, in the form attached hereto as Exhibit A (or as deemed acceptable by the City), from an FDIC insured bank (“**security**”) for \$17,875 prior to beginning any construction with the plat. The amount of the security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

Erosion Control	\$	3,500
Lot Corners/Iron Monuments	\$	800
Landscaping	\$	<u>10,000</u>
TOTAL SECURITIES:	\$	<u>14,300</u>
GRAND TOTAL SECURITIES (125%)	\$	<u><u>17,875</u></u>

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the 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. 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 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. 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. Ten percent (10%) of the amounts certified by the Developer's engineer for financial obligations that have been satisfied 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. The City standard specifications for utilities and street construction outline procedures for security reductions.

21. 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 14 Escrow (Engineering, City Administration, Legal Expenses)	\$ 10,000
Park Dedication	\$ 7,500
TOTAL CASH REQUIREMENTS	<u>\$ 17,500</u>

The City is implementing a pass through billing processing. The \$17,500 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of receipt of final invoices. 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.

22. 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, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, 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 review of record drawings and updating City base maps.

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.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, 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 herein and referred to in this Contract. 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 Contract 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 herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges, water access charges, and building permit fees.

23. DEVELOPER'S 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, upon giving fourteen (14) days written notice to the Developer citing such default, either 1) perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, or 2) declare all of the unpaid special assessments levied pursuant to this Agreement, if any, due and payable in full, and may immediately commence legal action against the Developer to collect the entire unpaid balance, including reasonable attorney's fees and costs. This Contract 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. 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.

24. MISCELLANEOUS.

A. The Developer represents to the City that the plat complies with all city, county, state, and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. 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 or Developer under this Contract.

C. Breach of the terms of this Contract 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 Contract is for any reason held invalid or unenforceable, such decision shall not affect the validity of the remaining portion of this Contract.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. 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 Contract shall not be a waiver or release.

F. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

G. 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 a waiver of the right to exercise at any time thereafter any other right, power or remedy.

H. The Developer may not assign this Contract without the written permission of the City Council. 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. City will not withhold its consent to

Developer assigning this Agreement to an entity controlled by Developer, where control means a greater than fifty percent equity and voting interest if Developer provides reasonable evidence of such control. Any assignee must assume all responsibilities under the Agreement. No assignment of this Agreement by Developer shall release or relieve Developer from any obligations or liabilities under this Agreement.

I. Prior to construction of the public improvements in Section 6B, the City hereby grants license for the Developer to obtain access to and from Lot 1, Block 1 of the Subdivided Property from 233rd Avenue through the proposed Aztec Street right-of-way on Lot 1, Block 1 of the Subdivided Property. Any such access shall receive all necessary permits and approvals and shall be removed at the Developer's expense at the time of construction of the public improvements. No building permit will be issued for Lot 2, Block 1, of the Subdivided Property prior to the public improvements described in Section 6B being installed. The improvements to allow the temporary access to said Lot 1, Block 1, including bituminous and gravel, must be removed and the area seeded as required by the city engineer before the City will issue a building permit or any other permits for said Lot 2, Block 1.

25. INSURANCE. The Developer agrees to take out and maintain or cause to be taken out and maintained until after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$1,500,000 for each occurrence; limits for property damage shall be not less than \$500,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy. 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 thirty (30) days advance written notice of the cancellation of the insurance.

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 certified mail at the following address: _____ . Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail

in care of the City Administrator at the following address: St. Francis City Hall, 23340 Cree St NW, St. Francis, Minnesota 55070.

*[Remainder of page intentionally left blank.
Signatures on next page.]*

**City Signature page to Development Contract
Aztec Commercial Park**

CITY OF ST. FRANCIS

BY: _____
Jerry Tveit, Mayor

(SEAL)

BY: _____
Barbara I. Held, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Jerry Tveit and by Barbara I. Held, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

**EXHIBIT A TO
DEVELOPMENT AGREEMENT**

**FORM OF
IRREVOCABLE LETTER OF CREDIT**

No. _____
Date: _____

TO: City of St. Francis
23340 Cree St NW
St. Francis, MN 55070.

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2____, of _____ (Name of Bank) _____";

b) Be accompanied by an affidavit signed by the Mayor or City Clerk of the City of St. Francis certifying that _____ is in default of the Development Contract with the City of St. Francis and that five (5) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on _____ (one year from date of issuance of Letter of Credit).

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the St. Francis City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: St. Francis City Administrator, St. Francis City Hall, 23340 Cree St NW, St Francis, MN 55070, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**

**FORM OF
PETITION AND WAIVER AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the city of St. Francis, a Minnesota municipal corporation (the "City"), and O'Reilly Automotive Stores, Inc, a Missouri corporation (the "Developer").

WITNESSETH:

WHEREAS, the Developer is the fee owner of certain real property located in St. Francis and legally described on Exhibit A attached hereto, (the "Property"); and

WHEREAS, the Property is located generally south of 233rd Ave NW and east of State Highway 47; and

WHEREAS, the City has approved a plat, site plan, and variance (collectively, the "City Approvals") to allow the development of the Property for commercial purposes; and

WHEREAS, by separate development agreement (the "Development Agreement"), the City and the Developer have agreed that the City will construct certain public improvements which will benefit the Property (the "Improvement Project"); and

WHEREAS, the City is willing to construct the Improvement Project without notices or hearings, provided the assurances and covenants hereinafter stated are made by the Developer to ensure that the City will have a valid and collectable special assessment as it relates to the Property to finance the cost of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Developer; and

WHEREAS, the parties have entered into this Agreement pursuant to and in satisfaction of the terms of the Development Agreement and the City Approvals previously granted by the City.

NOW, THEREFORE, ON THE BASIS OF THE COVENANTS AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Developer represents and warrants it is the fee owner of the Property, that it has full legal power and authority to encumber the Property as herein provided, that in doing so it is not in violation of the terms or conditions of any instrument or agreement of any nature to which it is bound or which relates in any

manner to the Property and that there are no other liens or encumbrances against the Property except those of record as of this date.

2. Pursuant to the terms and conditions of this Agreement, the Developer hereby petitions the City for construction of the Improvement Project, which shall consist generally of the road bed, bituminous surfacing, concrete curb and gutter, concrete sidewalk, storm sewer, landscaping, and turf restoration for the construction of Aztec Street south of 233rd Ave.
3. The Developer consents to the City levying a special assessment for the Improvement Project against the Property in an amount as determined by the assessment roll prepared by the City Engineer.
4. The Developer waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Improvement Project and notice of hearing and hearing on the special assessment levied to finance the Improvement Project pursuant to Minn. Stat. Section 429.061 and specifically requests that the Improvement Project be constructed and the special assessment be levied against the Property without notice of hearing or hearing.
5. The Developer waives the right to appeal the levy of special assessment in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agrees with respect to such special assessment against the Property that:
 - a. All requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Developer; and
 - b. The increase in fair market value of the Property resulting from construction of the Improvement Project will be at least equal to the amount of the special assessment levied against the Property, and that such increase in fair market value is a special benefit to the Property.
6. The special assessment levied against the Property shall be payable over such period as the City may determine, but not less than one (1) year, and shall bear interest at a rate determined by the City, but not more than two percent above the City's cost of financing. The City's cost of financing shall mean the average coupon rate if the City sells debt to finance the Improvement Project. If no debt is sold for the Improvement Project, the rate shall be set using the same formula based on special assessment bonds of Minnesota municipalities which have the same credit rating as that of the City and are issued and sold at approximately the same time as the adoption of the resolution levying the special assessment. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.
7. The Developer agrees to take no action which would cause the Property to be eligible for deferral of the special assessments. Any such action by or on behalf of the Developer shall be an Event of Default under this Agreement and shall cause the special assessments to be due and payable immediately.
8. The covenants, waivers and agreements contained in this Agreement shall bind the Developer and its successors and assigns and shall run with the Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable in the land records of Anoka County, Minnesota and the Developer and the City agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.
9. Any notice required to be given under this Agreement shall be deemed given if delivered personally or sent by U.S. mail, postage prepaid, certified and return receipt requested:
 - a) as to Developer
O'Reilly Automotive Stores, Inc: O'Reilly Automotive Stores, Inc.

Attn: _____

b) as to City: City of St. Francis
23340 Cree St NW
St. Francis, MN 5070
ATTN: City Administrator

or at such other address as any party may from time to time notify the others in writing in accordance with this paragraph.

10. This Agreement shall terminate upon the final payment of all special assessment levied against the Property for the Improvement Project. The City agrees to execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder upon receipt of such final payment.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

O'REILLY AUTOMOTIVE STORES, INC.

By: _____

STATE OF MINNESOTA)) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of O'Reilly Automotive Stores, Inc., a Missouri corporation, on behalf of the corporation.

Notary Public

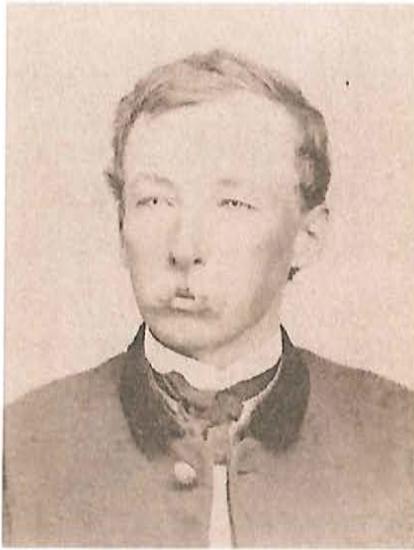
**EXHIBIT A TO
PETITION AND WAIVER AGREEMENT**

Legal Description

The land to which this Development Agreement applies is located in Anoka County, Minnesota and is legally described as follows:

That part of Outlot 17, Village of St. Francis lying East of the Easterly right of way line of State Trunk Highway No. 47, as now laid out and traveled, lying West of a line distant 710.42 feet West of the West line of Block 3, Durigan and Locher Addition, and lying south of the north line of the Southwest Quarter of the Section 32, Township 34, Range 24, Anoka County, Minnesota.

(To be platted as Lots 1 and 2, Block 1, Aztec Commercial Park, Anoka County, Minnesota.)



heard from you I have had
but two letters from you, I
wrote to you some time ago and
we waited for an answer so
long that I think you did

Civil War Sesquicentennial Commemoration Ceremony

Honoring Lt. Albert Woodbury of St. Francis

Sunday, September 29th, 2:00 p.m.

Woodbury Park, 3646 Bridge Street, St. Francis, MN

Program is free and open to the public.

Program to include:

- Presentation of the Colors - St. Francis American Legion
- Remarks on the Battle of Chickamauga, the Second Minnesota Battery of Light Artillery and Lt. Albert Woodbury
- Cannon Salute - Second Minnesota Battery Reenactors

Sponsored by: The Governor's Civil War Sesquicentennial Committee and The Anoka County Historical Society

