

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA  
**October 6, 2014**  
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 15, 2014
  - b. Receive and File Economic Development Authority Meeting Minutes – August 4, 2014
  - c. Site Improvement Performance Agreement with Dollar General
  - d. Police and Public Works Facility Final Pay Request from North Metro Asphalt and Contracting
  - e. Appoint Brittney Berndt to fill the vacancy on the Planning Commission
  - f. Sign Retroreflectivity Policy
  - g. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than four minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
7. Ordinances & Resolution
8. Reports of Consultants & Staff Members
  - a. Engineer: Aztec Street Improvements: Calling Hearing on Proposed Assessment for Improvement – Resolution 2014-34
  - b. Attorney:
    1. Master Meadows of St. Francis First Amendment to Declaration
    2. Economic Development Authority – Memorandum
    3. Closed meeting pursuant to Minn. Stat. Sec. 13D.05 to discuss allegations or charges against individual subject to council authority
  - c Staff:
    - Building Official:
    - Finance Dept.
    - Fire Dept.:
    - Public Works:
    - Liquor Store:
    - Police:
    - City Administrator Report:
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

*Calendar of Events*

- Oct 11: Fire Prevention Open House French Toast Breakfast @ Fire Station 8 am to Noon  
Oct 13: City Offices Closed in observance of Columbus Day  
Oct 15: Planning Comm. Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Oct 20: Budget Work Session @ ISD #15 Central Services Center (District Offices) 5:00 pm  
Oct 20: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Nov 3: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Nov 4: General Election: Polls open from 7 am to 8 pm

TO: Mayor & City Council  
FROM: Paul Teicher, Acting City Administrator   
RE: Agenda Memorandum – October 6, 2014 Meeting

**Agenda Items:**

**4. Consent Agenda:**

c. *Site Improvement Performance Agreement with Dollar General:* Attached is an agreement drafted by our City Attorney between the city of St. Francis and Dollar General. This agreement sets guidelines such as a development agreement for Dollar General to follow. A motion would be in order authorizing the mayor and city clerk to sign the Site Improvement Performance Agreement.

d. *Police and Public Works Facility Final Pay Request from North Metro Asphalt and Contracting:* City Engineer is recommending final pay request for \$17,965 based on the completion of the project by North Metro Asphalt and Contracting. A motion would be in order approving the final pay request to North Metro Asphalt and Contracting for \$17,965.

e. *Appoint Brittney Berndt to fill the vacancy on the Planning Commission:* An application was received from Brittney Berndt for the Planning Commission. There is a vacancy on the Planning Commission due to the resignation of Roni Ronyak last year. A motion would be in order to appoint Brittney Berndt to fill the vacancy on the Planning Commission.

f. *Sign Retroreflectivity Policy:* City Engineer provided a memorandum on the new regulations regarding the sign replacement inspection program. A motion would be in order to adopt Policy 3.10 Sign Retroreflectivity Policy

**6. Petitions, Requests, Applications:**

**7. Ordinances & Resolutions:**

**8. Reports:**

a. **Engineer:** *Aztec Street Improvements:* Resolution 2014-34 is attached calling a Hearing on the Proposed Assessment for the Improvement for November 3, 2014. A motion would be in order to adopt Resolution 2014-34.

b. **Attorney:** *1. Master Meadows of St. Francis First Amendment to Declaration:* The City Attorney prepared this document to clear up some title work with the Meadows of St. Francis.

*2. Economic Development Authority – Memorandum:* The City Attorney provided a memorandum on the EDA Meeting that was held September 29, 2014 and the St. Francis Recreation Committee's request.

*3. Closed meeting pursuant to Minn. Stat. Sec. 13D.05 to discuss allegations or charges against individual subject to council authority:* City Attorney will be requesting to go into a closed meeting.

c. **Staff:**

**Fire:**

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator:**

**11. Old Business:**

**12. New Business:**

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

CITY COUNCIL MINUTES

September 15, 2014

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 Steve Kane, Amy Lazere, Tim Brown, and Chris McClish. Also present were City Attorney Scott Lopak (Bama, Crazy & Steffen), City Engineer Jared Voge (Bolton & Menk) Police Sergeant Jake Lehling, Public Works Director Paul Teicher, Fire Chief Dean Kapler, Finance Director Darcy Mulvihill, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY LAZERE SECOND KANE TO ADOPT THE SEPTEMBER 15, 2014 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY LAZERE SECOND McCLISH TO APPROVE THE SEPTEMBER 15, 2014, CITY COUNCIL CONSENT AGENDA AS A-H AS FOLLOWS:
  - a. City Council Minutes – September 2, 2014
  - b. URRWMO Minutes – July 8, 2014 and Unapproved September 2, 2014
  - c. MN Municipal Utilities Association Program Contract October 1, 2014-September 30, 2015.
  - d. Pay Estimate No. 5 in the amount of \$42,054.12 to LaTour Construction for the Rum River Bluffs-Phase 2 Development.
  - e. St. Francis Community for Drug Awareness – 5k Family Fun Run September 27, 2014
  - f. Hire Brian Reeder as a Public Works Operator contingent upon passing pre-employment testing and evaluation and reporting to work as assigned for his first day.
  - g. Approval of Settlement Agreement and General Release for former Public Works Employee.
  - h. Payment of Claims for \$302,855.11 (Check numbers 67847- 67914 \$212,821.31 and ACH 95E & 97E \$90,033.80)Motion carried 5-0.
5. **Meeting Open to the Public:** Steve Feldman, 22766 Poppy Street NW, my wife and I moved here in March of 2014. We love living here and our neighbors. However, the problem is the speeding cars along Poppy Street. It is just not the school year people drive fast it is all time. It seems to be a short cut from County Road 9 to Bridge Street. I have called the police a few times and they drive through but I would like to see some enforcement. I think once people see some people pulled over they might slow down at least for a while. I have seen the digital speed limit signs around town that shows your speed might help too. Once they know the speed they are traveling at they might slow down. They seem to not obey the speed signs. The roundabouts may help but completion will not be for about two years. On behalf of the neighborhoods I would like to see some type of enforcement to help slow down the speed of vehicles traveling on Poppy Street. Mr. Feldman thanked the city council.

6. **Petitions, Requests, Applications:**

a. **Acknowledge Retirement of Fire Fighter Mark Sorenson over 22 years of service:**

Mayor Tveit said it is with great honor to thank Mark Sorenson for his 22+ years as a St. Francis Fire Fighter and presented him a certificate. Fire Chief Dean Kapler thanked Mark for his leadership skills and recognized him for his dedication to the St. Francis Fire Department.

7. **Ordinances & Resolution:**

a. **Resolution 2014-30: Providing Preliminary Approval of a Proposed 2014 Tax Levy, Collectible in 2015 and Setting Budget Hearing Date:** Mulyhill stated with this resolution you will be setting the levy as stated at the last city council meeting. Tveit said remember you can lower the levy but not increase after you set it. The final adoption of the levy will be set in December. If you want, we can set a budget meeting at the second meeting in October or the first meeting in November for discussion.. The council set a budget meeting before the October 20, 2014 City Council meeting. McClish said he would be ok with a 6% or 7% to start with. Kane said his is ok with that. Lazere stated let us start at 7%. Tveit said agree to start at 7% but not comfortable with that high of a number. However, we have had five years of zero percent levy increases and our expenses keep going up. Mulvihill stated our total Levy will be \$3,195,079. After Council discussion they agree to set the levy at 7% MOTION BY TVEIT SECOND LAZERE TO ADOPT RESOLUTION 2014-30 A RESOLUTION PROVIDING PRELIMINARY APPROVAL OF A PROPOSED 2014 TAX LEVY, COLLECTIBLE IN 2015 AND SETTING BUDGET HEAR DATE. Motion carried 5 -0.

b. **Resolution 2014-32: Adopting Anoka County Multi-Jurisdictional Hazard Mitigation Plan:** MOTION BY McCLISH SECOND LAZERE TO ADOPT THE ANOKA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN. Motion carried 5-0.

c. **Resolution 2014-33: Resolution Authorizing the Preparation of Plans and Specifications for the Wastewater Treatment Facility Improvements Project:** Voge stated this is a follow up from the last Council meeting where I informed you that the Point Source Implementation Grant which was submitted to the MPCA for the Wastewater Treatment Facility Improvements earlier this year and was approved. The total grant amount is \$2.5 million. The Facility Plan approved by Council and submitted to the MPCA in March 2014 has been approved and the project is on the 2015 Public Facilities Authority Intended Use Plan which means it is eligible for FA financing; the same financing used for the Water Treatment Plant Project. The grant and financing requires that plans and specifications be submitted to the MPCA for approval in March of 2015. Tveit stated he was very happy to hear we received the grant. MOTION BY KANE SECOND McCLISH TO ADOPT RESOLUTION 2014-33 A RESOLUTION AUTHORIZING THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT. Motion carried 5-0

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

a. **Engineer:**

b. **Attorney: Acting Pay Issues Memorandum:** With the appointment of Public Works Director, Paul Teicher to acting City Administrator the question is whether or how to adjust the Public Works Director's compensation for this period of time. There is no language in the City Personnel Policies dealing with this type of compensation. The current Acting Police Chief was placed at a step on the Police Chief's pay scale that was at least 7.5% above his existing pay. In

the event this same type of placement is done for the Public Works Director, who is currently at Grade 17, Step 8 he would receive a salary equivalent to Grade 23, Step 3. The other issue is when does this become effective? You could use the start of a pay period of August 25, 2014. The council would like the city attorney to look at amending our personnel policy so in the future we have a policy to follow. **MOTION BY KANE SECOND LAZERE IN THE INTERIM PLACE PUBLIC WORKS DIRECTOR AT GRADE 23, STEP 3 WITH THE PAY INCREASE RETRO TO AUGUST 25, 2014.** Motion carried 5-0.

**2) Closed Meeting Pursuant to Minn. Stat. Sec. 13D.05, Subd. 3(b) and the attorney/client privilege to discuss potential and threatened litigation against the City.** Motion by Tveit second Lazere to go into a closed meeting at 6:30 pm.

The City Council was back in session at 6:38 pm. Lepak stated he had nothing further to report.

**c. Staff:**

**Finance Dept.:**

**Fire Dept.:**

**Public Works:**

**Liquor Store:**

**Police Dept.:**

**City Administrator:** Teicher gave a brief update on the Dollar General who was given authorization to receive their grading plans. The building permit however has not been issued at this current time.

**9. Reports from Council Members:**

Lazere reported on the Social Media Update; the City now has 295 Facebook likes up 29%, since May, the average posts per month have doubled since January and the average engagement per post has increased by 5% since January. In regards to Twitter account, they rose 9% since May. Current mobile users on our website is 440 per month.

Brown said the September Planning Commission meeting has been cancelled due to lack of agenda items. Apologized for his comments at the last meeting.

**10. Report from Mayor:** No report.

**1. Old Business:**

**a. Order the Preparation of a Feasibility Study for 241st Avenue:** Mayor Tveit asked the city attorney to put this back on the agenda. I was really looking forward on moving forward, stated Tveit. I know right now we don't have an administrator but I would like the Council to reconsider this improvement. Tveit asked Brown and Kane if they felt strong against the improvement. Kane said I did not feel right to go ahead without you, (Tveit) at the meeting. Brown said he is not against the project but maybe wait because of the uncertainty right now. Tveit said one way to cure the 7% potential Levy increase is to grow. It might mean you have to put money down to invest into our community. Brown again said I would like to wait. Tveit said let us bring this back after we get the management problem resolved. Brown agreed that he would like to see this brought back right away after management issue is resolved.

Tveit said he received an email from Melissa Enzler, owner of Anytime Fitness. Corporate issued a sale and they (Anytime Fitness) do not have any days left on the temporary sign permit. The Chamber is still working on getting their business council put together. She did mention that at the meeting she was present that corporate does occasionally have these random promotions. Brown said were they not going to have something before us in two weeks. Tveit said the Chamber is looking for the representation on this committee. They have businesses that are not located in St. Francis. Tveit asked the city attorney is our ordinance set in stone. Lazere stated you need to take action on the problem as a whole and not exempt anyone from the code at this time. Direct staff to contact the Chamber to see how far along they are on developing the business council.

Brown said in regards to the gentleman that was here before the council, didn't we purchase digital speed limit signs years ago? Let's use them.

12. **New Business:** Lazere asked if we have an update on the car auction. Acting Police Chief Jake Rehling said they sold 19 vehicles. We were hoping to sell more but did not receive the titles in time. About 40-50 people attended the auction. Thanked St. Francis Auto Parts owner, Rick Sonstebly for transferring the titles. He has his dealer's license so he was able to help them out. We did very well probably gross of \$18,500. However, there will be fees that need to be paid out of that amount. Lazere said just to get a clarification on the custom vehicle that is still in the city's possession. Rehling stated we were awarded the vehicle though the court on the second appeal case. The judge took it under advisement and until we get the paperwork from the judge for the vehicle, we are unable to transfer the title. Once we received the paperwork, transfer the title only then can we put that vehicle up for sale. We are not sure which avenue to sell it through. I want to do more homework and sell it with the city's best interest in mind.

13. **Adjournment:** The Regular City Council meeting adjourned at 7:02 pm.

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Barbara I. Helm, City Clerk

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

ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

AUGUST 4, 2014

1. **Call to Order:** EDA Commission president Chris McClish called the EDA meeting to order at 4:31 pm.

2. **Roll Call:** Commission members present were Chris McClish, Jerry Tveit, Brenda Pavelich-Beck, Troy Shook, and Richard Orpen Also present were City Administrator Matt Hylen and Council member Steve Kane.

3. **Approve Minutes of December 16, 2013:** MOTION BY McCLISH SECOND SHOOK TO APPROVE THE DECEMBER 16, 2013 ECONOMIC DEVELOPMENT AUTHORITY MINUTES. Motion carried 5-0.

4. **Meadows of St. Francis Townhome Lots:** Hylen updated the EDA on the progress of the lots. This was turned over to the City Attorney Scott Lepak to develop a Master Meadows of St. Francis Declaration. Discussion was held on the Master Association and appointments. The members agreed to appoint Barb Held, Darcy Mulvihill and Nate Sparks. Once the deed is signed we will have access. McClish asked would the EDA want to market them. Tveit said maybe we could possibly check into a revolving loan fund. Shook agreed and Pavelich-Beck asked to we have to pay back Anoka County EDA. Hylen stated no. Tveit asked if there was any interest from a developer. Emmerich had made a comment to staff he would be interested. Tveit stated well let's get started on what needs to be done so the EDA can sell them soon.

5. **EDA Project Discussion:** Hylen gave an overview of what is going on in the city. Shook asked about the Waste Water Treatment Facility. Hylen reported the City is currently in the early stages of an upgrade. Discussion was on growth and how do we develop so we can grow. Orpen said it is time to spend some money and invest in the community. Tveit mentioned bonding for a future industrial park. Hylen stated there is a potential for development north of Subway. The property owner came into city hall and said his family was looking at selling it. Commission members agreed to pursue the property for some type of slab on grade homes.

Pavelich-Beck asked about the other land the city owns and if there was any movement on that. Hylen stated not at this time.

6. **Adjourn:** McClish adjourned the EDA meeting at 5:40 pm.

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Matthew L. Hylen, City Administrator

## SITE IMPROVEMENT PERFORMANCE AGREEMENT

This Site Improvement Performance Agreement ("Contract") is made this 22nd day of September, 2014, between the City of St. Francis, a Minnesota municipal corporation ("the City") and the Imperial Development Company, LLC, a Missouri limited liability company ("the Developer").

WHEREAS, the Developer made an application for an administrative site and building plan review to construct a retail store at property legally described as follows:

See **Exhibit A** attached hereto.

hereinafter referred to as the "Property".

WHEREAS, the City hereby grants approval to the Site & Building Plan identified in the Plans listed in paragraph 2 below of this Contract (hereinafter the "Plans") conditioned upon the covenant of Developer to perform the improvements as set forth in the Plans upon the Property and upon compliance with the terms and conditions of this Contract; and

NOW, THEREFORE, be it resolved that the approval is conditioned on the following terms:

1. **RIGHT TO PROCEED.** The Developer shall not grade, construct public or private improvements/utilities, 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 necessary security has been received by the City; and 3) the City's administrator has issued a letter that all conditions herein have been satisfied and that the Developer shall proceed. A grading permit may be issued by the City Engineer upon submission of the required securities but prior to the execution of this agreement.
2. **PROPOSED DEVELOPMENT & DEVELOPMENT PLANS.** The Developer intends to construct a retail store on the Property. The Property shall be developed in accordance with the plans dated August 21, 2014 by Overland Engineering, LLC recited as follows:
  - C1- Site Plan (dated 8/21/14)
  - C2- Grading Plan (8/21/14)
  - C3- Sediment & Erosion Control Plan (8/21/14)

- C4- Sediment & Erosion Control Details (8/21/14)
- C5- Landscaping Plan (8/21/14)
- C6- Details (8/21/14)
- C7- Details (8/25/14)
- C8- Details (8/21/14)
- C9- Detention Plan (8/25/14)
- E6- Photometric Plan (6/26/14)
- SU1- Site Utility Plan (6/18/14)
- SU2- Site Utility Details (6/18/14)

3. **COMPLIANCE AND PERMITS.** The Developer shall be responsible for the installation of all improvements in compliance with the conditions of approval and in a manner consistent with all City Codes. Prior to the installation of the site utilities, the Developer shall provide the City Engineer with 48 hours notice. 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 and any right-of-way use permits from Anoka County.
  
4. **TIME OF PERFORMANCE.** The Developer shall install all required improvements for the development as contemplated by paragraph 3 and the approved Plans by December 31, 2014.
  
5. **FINANCIAL GUARANTEE.** The Developer agrees to furnish the City with an acceptable financial guarantee (Guarantee) that the Work will be performed. The Guarantee may be in the form of i) a cash escrow, ii) a performance bond issued by an approved corporate surety licensed to do business in the State of Minnesota, and executed by the Developer as principal, or iii) an irrevocable letter of credit provided by a Minnesota financial institution. A cash deposit or a 10% cash escrow, with the balance in the form of an irrevocable letter of credit or surety bond shall be in the amount of one hundred percent (100%) of the estimated cost of the work. The cash escrow portion will be the last portion of the financial guarantee released by the City.

The Developer shall furnish the City with a Guarantee in the amount of:

\$24,100  
(Cash Deposit)

**OR**

\$ \_\_\_\_\_ AND \$ \_\_\_\_\_  
(10% Cash Escrow) (Surety Bond or Irrevocable Letter of Credit)

Such Guarantee shall continue in full force and effect for one (1) complete year or until the City approves and accepts all of the completed Work. The Guarantee shall be conditioned upon the full and faithful performance of all elements of this Agreement, according to the approved Plans, and upon compliance with applicable statutes, codes, and ordinances of the City, and shall further be subject to the following provisions which shall be deemed to be incorporated in such Guarantee and made a part thereof. When a Guarantee instrument such as an irrevocable letter of credit, provides for an expiration date, after which the instrument may not be drawn upon, notwithstanding the status of the Work, the following requirements shall apply: In the case of a need to extend the Guarantee, an acceptable new Guarantee shall be submitted to the City at least thirty (30) days prior to expiration of the initial instrument, to guarantee the completion of remaining Work. Failure to submit such new Guarantee shall automatically extend the expiration of the initial instrument until a new Guarantee is submitted.

6. **EROSION CONTROL.** Prior to initiating site grading, the erosion control plan, Plan C3 and C4, 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. No construction will be allowed and no building permits will be issued unless the Property is in full compliance with the approved erosion control plan.

7. **GRADING PLAN.** The Property shall be graded in accordance with the approved Grading Plan C2. 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) details of water detention systems; b) location and elevations along swales, wetlands, wetland mitigation areas, ditches, locations and dimensions of borrow areas/stockpiles.
  
8. **LANDSCAPING.** Landscaping and irrigation shall be installed on the site in accordance with the Landscaping Plan (Plan C5). The Developer shall post a \$5,100 security to guarantee installation of the approved landscaping, irrigation and warranty thereon. 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 shall include hardy, non-invasive **native** species appropriate for Minnesota. All landscaping plants and materials shall be maintained and replaced if they die or erode 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. The Developer shall submit a final planting schedule that may be modified by the City prior to the installation of the plant material. All fencing shall be consistent with fencing noted on the plans.
  
9. **EASEMENTS.** The Developer shall provide a right-of-way easement to the County of Anoka 27 feet in width abutting the right-of-way for Bridge Street NW (C.S.A.H 24) and drainage and utility easements in favor of the City along the perimeter of the Property ten feet in width front and rear and five feet in width along the side lot lines. Proof of recording of the easements shall be provided prior to the issuance of the building permit.
  
10. **SITE PEDESTRIAN WAY.** The Developer shall post a security of \$9000 for the construction of a pedestrian way within the right-of-way easement. This pedestrian way shall be constructed by the City in conjunction with or after completion of a forthcoming street project adjacent to the

site. Any unused portion of this money will be returned upon completion of the construction of the pedestrian way.

11. **CLEAN UP.** The Developer shall clean dirt and debris from streets that results from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction, the Developer shall identify in writing a responsible party for the city to contract regarding cleaning debris in the street and schedule for erosion control, street cleaning, and street sweeping.
  
12. **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.
  
13. **ENGINEERING, INSPECTION AND LEGAL ESCROW.** The Developer agrees to furnish the City with a cash escrow to cover the City's expenses for inspecting the Work to insure that it is performed correctly including, but not limited to, engineering, City administration, construction observation and legal fees related to this Contract. City engineering and administration will include, but not be limited to, 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 \$6,000 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 at standard hourly rates.
  
14. **HOLD HARMLESS AND INDEMNIFICATION OF CITY.** The applicant shall agree to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages and expenses (including attorney fees) arising out of or resulting from the applicant's negligent or intentional acts, violation of any safety law, and regulation or any code in the performance of this agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure to take any other prudent precaution. In the event any City employee, agent or representative shall come under the direct or indirect control of the

applicant, or the City, upon failure of the applicant to comply with any conditions of the approval, performs said conditions pursuant to the bond, the applicant shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent or intentional acts in the performance of the applicant's required work under the permit.

15. **SUMMARY OF SECURITIES.** To guarantee compliance with the terms of this Contract, payment of the costs of some public and all private improvements, the Developer shall furnish and deliver to the City an escrow payment of \$24,100 prior to beginning any construction. 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:

Administration / Grading Inspections	\$	6,000
Erosion Control	\$	2,000
Landscaping Guarantee	\$	5,100
Utility Installation	\$	2,000
Pedestrian Way Installation	\$	<u>9,000</u>
<b>TOTAL SECURITIES:</b>	<b>\$</b>	<b><u>24,100</u></b>

The City will deduct billings from the associated securities and pass through billings that exceed the amounts. 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.

16. **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 shall give prior notice to the Developer before proceeding to enforce this Contract or before the City undertakes any Work for which the City will be reimbursed through the Guarantee. If within ten (10) days after such notice, the Developer has not notified the City in writing of the time and manner in which the default will be cured, the City will proceed with the remedy it deems appropriate, including reasonable attorney's fees and costs. At any time after the completion date and any extensions thereof, if any of the Work is deemed incomplete, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all expenses incurred by the City in connection therewith, including,

but not limited to, engineering, legal, planning and litigation cost and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.

- A. Specific Performance. The City may proceed to bring an action for specific performance to require the Work to be completed.
- B. Completion by the City. The City, after notice, may enter the premises and proceed to have the Work done either by contract, by day labor or by regular City forces. Neither the Developer nor the corporate surety may question the manner of doing such Work or the letting and doing of any such contracts for the doing of the Work. Upon completion of the Work, the surety and/or the Developer shall promptly pay the City the full cost thereof. In the event that the Guarantee is in the form of a performance bond, it shall be no defense by the surety that the City has not first made demand upon the Developer, nor pursued its rights against the Developer.
- C. Deposit of Financial Guarantee. In the event that the Guarantee has been submitted in the form of a performance bond, the City may demand that the surety deposit with the City a sum equal to the estimated cost of completing the Work, plus the City's estimated expenses as defined herein, including any other costs, expenses, and damages for which the surety may be liable, but not exceeding the amount set forth on the face of the performance bond. This money shall be deemed to be held by the City for the purpose of reimbursing the City for any costs incurred in completing the Work and the balance shall be returned to the surety. This money shall be deposited with the City within ten (10) days after written demand therefore, and if the surety fails to make the required deposit within ten (10) days, the City shall have the right to proceed against the surety with whatever legal action is required to obtain the deposit of such sum.
- D. Funds on Deposit. In the event that the Guarantee is in the form of cash, certified check, irrevocable letter of credit, or other liquid instrument, the City may, after notice to the Developer, liquidate and deposit the Guarantee in its general account. The City may proceed to complete the Work, reimburse itself for the cost of completion, and return the balance to the Developer.

**17. MISCELLANEOUS.**

- A. The Developer represents to the City that the plan complies with all city, county, state, and federal laws and regulations, including but not limited to zoning ordinances and environmental regulations. If the City determines that the plan does not comply, the City

may, at its option, refuse to allow construction work until the Developer does comply.

- 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.
- D. If any portion 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.
- F. The Developer may not assign this Contract without the written permission of the City.

18. **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: 1598 Imperial Cr., West Plains, MO 65775 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.

**City Signature page to Development Contract  
Imperial Development Company, LLC Development Contract**

**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 \_\_\_\_\_, 2014, 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

### Legal Description

All that part of the Southwest Quarter of the Southwest Quarter, Section 33, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence on an assumed bearing of East along the south line thereof a distance of 459.00 feet to the actual point of beginning of the tract to be hereby described; thence continue on a bearing of East along said south line for 146.00 feet; thence on a bearing of North a distance of 364.26 feet to intersect the centerline of County State Aid Highway No. 24 as now laid out and constructed; thence North 55 degrees 00 minutes 00 seconds West along said centerline a distance of 178.23 feet, more or less, to intersect a line at right angles to said south line of the Southwest Quarter of the Southwest Quarter through the point of beginning; thence on a bearing of South along said line at right angles a distance of 466.49 feet to said point of beginning.



# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

September 29, 2014

Paul Teicher, Public Works Director  
City of St. Francis  
23340 Cree Street  
St. Francis, MN 55070

RE: Police and Public Works Facility  
City of St. Francis, Minnesota  
BMI Project No. R18.107704

Dear Paul:

Please find enclosed a letter from North Metro Asphalt and Contracting requesting final payment for the above referenced project. North Metro Asphalt and Contracting submitted a quote to complete the work at the Police and Public Works Facility in the amount of \$17,965. Based on a review of the project conducted on September 21, 2014, all work associated with the project has been completed. I recommend that payment in the amount of \$17,965 be forwarded to North Metro Asphalt and Contracting as payment in full for the above referenced project.

If you have any questions on the above, please call.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
City Engineer

JAV/kg



1455 165<sup>th</sup> Ave NE Ham Lake, MN 55304  
Office 763-413-4604 Fax 763-413-4606

Bolton & Menk , Inc.  
7533 Sunwood Drive NW  
Ramsey, MN 55303

RE: St. Francis Public Works Pond Improvements

ATT: Jared Voge

Jared , after our walk through with Paul Tricher and Zack Lingel from your Office on 9/24/14 ,. All have agreed that the project is complete and ready For final payment , attached is the final invoice for the pond work.

Thank You

Dan Ramer

NMA & Contracting

P.O. Box 118

Andover MN 55304

[dan@nmacontracting.com](mailto:dan@nmacontracting.com)

Office 763-413-4604

Fax 763-413-4606

Cell 612-655-2428

**BIDDING SCHEDULE**

POLICE & PUBLIC WORKS FACILITY POND IMPROVEMENTS  
 CITY OF ST FRANCIS, MINNESOTA  
 BMI PROJECT NO. R13.103604

*North Metro Asphalt + Contracting*

ITEM NO.	ITEM	NOTES	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	BID AMOUNT EXTENSION
1	MOBILIZATION		LUMP SUM	1	2,000 <sup>-</sup>	2,000 <sup>-</sup>
2	45 MIL RUBBER MEMBRANE		SQ YD	250	25 <sup>-</sup>	6,250 <sup>-</sup>
3	7.0" CONCRETE PAVEMENT		SQ YD	15	65 <sup>-</sup>	975 <sup>-</sup>
4	CONSTRUCT MOUNTABLE CONCRETE CURB & GUTTER		LIN FT	30	25 <sup>-</sup>	750 <sup>-</sup>
5	ADJUST FRAME & RING CASTING		EACH	1	500 <sup>-</sup>	500 <sup>-</sup>
6	GRANITE RIPRAP, Cl. III		TON	107	70 <sup>-</sup>	7,490 <sup>-</sup>

BASE AMOUNT = \$ 17,965<sup>-</sup>



23400 Olive Street NW  
St. Francis, MN 55070  
Phone: 763-753-2630  
Fax: 763-753-9883

CITY OF ST. FRANCIS  
APPLICATION FOR COMMISSIONS

- Planning Commission
- Park Commission
- Upper Iron River
- Charter Commission
- EMA

\*\*\*\*\*

1. Name: Brittney Berndt
2. Address: 4313 230th Ave NW St Francis, MN 55070
3. How long have you lived in the City? 5 years
4. Occupation: Medical Administrative Specialist Employer: Advanced Eyecare of Andover
5. Education: (Please indicate highest grade completed or degree and course of study)  
Bachelor of Science, Business Management & Human Resources/Finance
6. What skills do you have that you feel would benefit the City? Listening, communication, attention to detail, ability to resolve conflicts in a calm manner, handling stressful situations & looking at all the facts before coming to a conclusion.
7. Why do you want to serve on this Commission/City Council?  
I love the city of St. Francis & would like to have an active role in seeing that St. Francis keeps growing into the vibrant city that people want to live in.
8. What experience do you have that you feel would be pertinent to this Commission/City Council?  
I have served on a number of boards in the past including: United Way for Wells Fargo & Hospitality Board for UND. I have the ability to communicate ideas to a large group in a clear concise manner. & work with many types of people.
9. What other civic activities are you involved in? School vision screenings at Andover Elementary, Organizing many drives for different causes such as food shelf & local schools.
10. Do you participate in any activities that may be viewed as a Conflict of Interest in serving on this Commission/City Council?  
No
11. Have you attended a Commission/City Council meeting within the past year? No If yes, please indicate the reason for attending:
12. Have you served on any City Commission/Council or board in the past? No If yes, please indicate the Commission and the date of service:

Signature: Brittney Berndt

Date: 8.21.14



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

### MEMORANDUM

**Date:** October 2, 2014  
**To:** Honorable Mayor Tveit  
Members of the City Council  
**From:** Jared Voge, P.E.  
City Engineer  
**Subject:** Sign Retroreflectivity Policy  
St. Francis, Minnesota  
BMI Project No.: R18.107704

---

#### **INTRODUCTION:**

All agencies, including cities, who maintain roadways open to public travel must adopt a sign maintenance program designed to maintain traffic sign retro-reflectivity at or above specific levels.

#### **BACKGROUND:**

"Retro-reflectivity" describes how light is reflected from a surface and returned to its original source. Traffic signs are made with retro-reflective sign sheeting material that redirects headlamp illumination back toward the vehicle, thereby making the sign visible at nighttime to the vehicle driver. Improvements to nighttime visibility of traffic signs will help drivers better navigate roads at night and thus promote safety and mobility. Improvements in sign visibility will also help older drivers whose visual capabilities may be declining.

The Minnesota Department of Transportation (MN/DOT) has adopted the MUTCD and certain MN/DOT appendices as the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD). See <http://www.dot.state.mn.us/trafficeng/publ/mutcd/index.html>. The Minnesota Commissioner of Transportation has ordered that the MN MUTCD shall be implemented and applied to all traffic control devices.

The MN MUTCD requires the city to establish an assessment or management method that is designed to maintain sign retro-reflectivity at or above minimum levels specified in MN MUTCD Table 2A-3, which can be seen on page 2A-6 of the following document:  
<http://www.dot.state.mn.us/trafficeng/publ/mutcd/mnmutcd2009/mn%20mutcd-2A%202009.pdf>

The previously required 2015 and 2018 compliance dates for replacement of signs that fail to meet minimum standards have been eliminated. However, cities still need to adopt a policy to replace traffic signs when have exceeded their useful life. Adopting a sign retro-reflectivity policy will significantly reduce tort liability lawsuits involving traffic signs.

#### **RECOMMENDATION:**

The attached policy was created with assistance from League of Minnesota Cities. It is a policy that provides the time needed to budget, properly plan for, and execute a sign replacement inspection program. We recommend its approval.



Memo to Mayor Tveit, Members of the City Council

October 2, 2014

Page 2

**BUDGET IMPACT:**

Since the sign inventory described in the attached policy has not been completed, the budget impact is unknown at this time. Staff has estimated, based on guidance documents for communities similar in size, that the annual budget impact may be up to \$40,000 for replacement signage materials.

If you have any questions on the above, please call.

JAV/kg

Enclosure

**ST. FRANCIS – POLICY 3.10**  
**SIGN RETROREFLECTIVITY POLICY**  
Adopted October 6, 2014

**1.00 INTRODUCTION**

- 1.01 Purpose: The purpose of this policy is to establish how the city will implement an assessment or management method, or combination of methods, to meet the minimum sign retroreflectivity requirements in the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).
- 1.02 Substantial conformance with the MN MUTCD is achieved by having a method in place to maintain minimum retroreflectivity levels. Conformance does not require or guarantee that every individual sign in the city will meet or exceed the minimum retroreflective levels at every point in time.
- 1.03 The goal of this policy is to improve public safety on the city's streets and roads and prioritize the city's limited resources to replace signs.
- 1.04 The Public Works Director may override provisions in this policy with just cause, in cases of emergencies, or in sound judgment for the purpose of the public good.

**2.00 APPLICABILITY**

- 2.01 This policy applies to all traffic signs in the city except the following:
- Parking, Standing, and Stopping signs (R7 and R8 series)
  - Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R100-4b)
  - Adopt-A-Highway signs
  - All signs with blue (motor services) or brown (recreational) backgrounds
  - Bikeway signs that are intended for exclusive use by bicyclists or pedestrians

**3.00 RESOURCE MATERIALS**

- 3.01 The city has reviewed and relied on numerous resources in adopting this policy. These resource materials include, but are not limited to the following:
- *Methods for Maintaining Traffic Sign Retroreflectivity*, Publication No. FHWA-HRT-08026, U.S. Department of Transportation, Federal Highway Administration (November 2007).
  - *Sign Retroreflectivity Guidebook*, Publication No. FHWA-CFLITD-09-005, U.S. Department of Transportation, Federal Highway Administration (September 2009).
  - *Sign Retroreflectivity: A Minnesota Toolkit*, Minnesota Department of Transportation, Local Road Research Board (June 2010).
  - *Traffic Sign Maintenance/Management Handbook*, Report No. 201 ORIC 10, Version 1.1, Minnesota Department of Transportation (October 2010).

- *LMCIT Sign Retroreflectivity Memo and Model Policy*, League of Minnesota Cities (3rd Edition, January 2014).

#### **4.00 SIGN INVENTORY**

- 4.01 To meet the city's goal of maintaining sign retroreflectivity above certain levels, the city will maintain a sign inventory of all new or replacement signs installed after the effective date of this policy. The inventory shall indicate the type of sign, the location of the sign, the date of installation or replacement, the type of sheeting material used on the sign face, the expected life of the sign, and any maintenance performed on the sign.
- 4.02 For existing signs, the city will perform an inventory of all signs covered by this policy. The city recognizes this process will occur over time subject to the city's monetary and human resources. The city expects to complete its sign inventory by December 31, 2016. The city shall record the above information related to new signs to the extent that such information is known and shall also include a statement on the general condition of the sign.

#### **5.00 SIGN REMOVAL**

- 5.01 In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on road authorities, it is the city's policy to remove signs determined to be unnecessary for safety purposes and which are not required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering review/study and the MN MUTCD. Particular attention shall be paid to recommendations on signage for roads considered to be "low-volume" under the MN MUTCD. The city shall document the date a sign is removed and the reason for the removal.

#### **6.00 APPROVED SIGN EVALUATION METHOD.**

- 6.01 Expected Sign Life. The installation date is labeled or recorded when a sign is installed, so that the age of any given sign is known. The age of the sign is compared to the expected sign life. The expected sign life is based on the experience of sign retroreflectivity degradation in the City. Signs older than the expected life will be scheduled for replacement.
- 6.02 Blanket Replacement. All signs in the city will be replaced at specific intervals to be determined following completion of the city signage inventory, December 31, 2016. The replacement interval will be based on the expected sign life or warranty period.

#### **7.00 SIGN REPLACEMENT**

- 7.01 The City hereby establishes the following priority order in which road signs will be replaced:

- First priority shall be given to replacing all signs determined not to meet applicable retroreflectivity standards following completion of city signage inventory, December 31, 2016. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
- Second priority shall be given to signs determined to be marginal in their retroreflectivity evaluation.
- Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.

7.02 In addition, within each category in 7.01, further priority shall be given to warning and regulatory signs on roads with higher vehicle volumes.

7.03 After the initial replacement of signs as provided for in this Article or the installation of new signs, the City shall, for the purpose of complying with the requirements of the MN MUTCD, maintain minimum retroreflectivity standards, as budgetary factors allow, by replacing signs as they reach the end of the latter of their (a) warranty period; (b) expected life expectancy for the sheeting material used on the sign; or (c) expected life as determined by an authorized engineering study.

7.04 Damaged, stolen, or missing signs may be replaced as needed.

#### **8.00 MODIFICATION AND DEVIATION FROM THE POLICY.**

8.01 The City reserves the right to modify this Sign Retroreflectivity Policy at any time if deemed to be in the best interests of the City based on safety, political and economic considerations.

8.02 The Public Works Director, or his or her designee, may authorize a deviation from the implementation of this policy in regard to a particular sign when deemed to be in the best interests of the City based on safety, political and economic considerations. Such deviation shall be documented including the reason for the deviation and other information supporting the deviation.



PAYMENT BATCH AP 10-6-14

**ALERT-ALL**

09/11/2014	21409097	E 101-42210-209	Fire Prevention Supplies	SUPPLIES	714.50
					\$714.50

**ANOKA COUNTY PROPERTY RECORDS**

09/30/2014	093014	E 101-41910-318	Economic Development	2013 TAXES	1,125.80
09/30/2014	093014	E 101-41940-441	Miscellaneous	2013 TAXES	272.58
09/30/2014	093014	E 602-49490-441	Miscellaneous	2013 TAXES	272.58
					\$1,670.96

**ANOKA COUNTY TREASURY DEPT.**

09/18/2014	B140918W	E 101-42110-321	Telephone	OCT 2014 BROADBAND	37.50
09/18/2014	B140918W	E 101-42210-321	Telephone	OCT 2014 BROADBAND	37.50
09/18/2014	B140918W	E 101-43100-321	Telephone	OCT 2014 BROADBAND	37.50
09/18/2014	B140918W	E 101-45200-321	Telephone	OCT 2014 BROADBAND	37.50
09/18/2014	B140918W	E 601-49440-321	Telephone	OCT 2014 BROADBAND	37.50
09/18/2014	B140918W	E 602-49490-321	Telephone	OCT 2014 BROADBAND	37.50
					\$225.00

**ASSURANT EMPLOYEE BENEFITS**

09/22/2014	5447229.0914	E 101-41400-130	Employer Paid Insurance	10/01/14 - 10/31/14	171.80
09/22/2014	5447229.0914	E 101-41500-130	Employer Paid Insurance	10/01/14 - 10/31/14	65.92
09/22/2014	5447229.0914	E 101-42110-130	Employer Paid Insurance	10/01/14 - 10/31/14	513.28
09/22/2014	5447229.0914	E 101-42400-130	Employer Paid Insurance	10/01/14 - 10/31/14	98.69
09/22/2014	5447229.0914	E 101-43100-130	Employer Paid Insurance	10/01/14 - 10/31/14	94.91
09/22/2014	5447229.0914	E 101-43210-130	Employer Paid Insurance	10/01/14 - 10/31/14	21.10
09/22/2014	5447229.0914	E 101-45200-130	Employer Paid Insurance	10/01/14 - 10/31/14	94.91
09/22/2014	5447229.0914	E 601-49440-130	Employer Paid Insurance	10/01/14 - 10/31/14	50.62
09/22/2014	5447229.0914	E 602-49490-130	Employer Paid Insurance	10/01/14 - 10/31/14	50.62
09/22/2014	5447229.0914	E 609-49750-130	Employer Paid Insurance	10/01/14 - 10/31/14	111.45
					\$1,273.30

**BELLBOY CORPORATION**

08/28/2014	44652800	E 609-49751-206	Freight and Fuel Charges		7.65
08/28/2014	44652800	E 609-49751-251	Liquor For Resale		379.35
09/10/2014	44785100	E 609-49751-251	Liquor For Resale		897.50
09/10/2014	44788000	E 609-49751-206	Freight and Fuel Charges		(7.65)
09/18/2014	44882500	E 609-49751-251	Liquor For Resale		892.00
09/18/2014	90850200	E 609-49751-254	Miscellaneous Merchandise		53.00
					\$2,221.85

**BGS (BARNA GUZY)**

08/31/2014	135260	E 101-41600-312	Criminal Legal Fees	MISC FORFITURES	143.00
					\$143.00

**CENTERPOINT ENERGY**

09/17/2014	101-42210-383	E 101-42210-383	Gas Utilities	FIRE-GENERATOR	26.59
09/17/2014	5944643-5.0914	E 609-49750-383	Gas Utilities	LIQUOR	20.23
09/17/2014	5945449-6.0914	E 101-42210-383	Gas Utilities	FIRE	64.93

09/17/2014	5963820-5.0914	E 101-45200-383	Gas Utilities	WARMING HOUSE	18.88
09/17/2014	6002544-2.0914	E 601-49440-383	Gas Utilities	PUBLIC WORKS	9.44
09/17/2014	6002544-2.0914	E 602-49490-383	Gas Utilities	PUBLIC WORKS	9.44
09/17/2014	6002548-3.0914	E 602-49490-383	Gas Utilities	WWTP	19.54
09/17/2014	6886465-1.0914	E 101-41940-383	Gas Utilities	CITY HALL	12.59
09/17/2014	6886468-5.0914	E 101-41940-383	Gas Utilities	CITY HALL	12.59
09/17/2014	6886472-7.0914	E 101-41940-383	Gas Utilities	CITY HALL	12.59
09/17/2014	6886475-0.0914	E 101-41940-383	Gas Utilities	CITY HALL	13.49
09/17/2014	7900331-5.0914	E 601-49440-383	Gas Utilities	WATER	364.21
09/17/2014	8964221-9.0914	E 602-49490-383	Gas Utilities	LIFT STATION	31.64
09/17/2014	9680285-5.0914	E 101-42110-383	Gas Utilities	POLICE/PW	80.03
09/17/2014	9680285-5.0914	E 101-43100-383	Gas Utilities	POLICE/PW	20.01
09/17/2014	9680285-5.0914	E 101-45200-383	Gas Utilities	POLICE/PW	20.01
09/17/2014	9680285-5.0914	E 601-49440-383	Gas Utilities	POLICE/PW	20.01
09/17/2014	9680285-5.0914	E 602-49490-383	Gas Utilities	POLICE/PW	19.99
					<hr/>
					\$776.21

**CENTRAL WOOD PRODUCTS**

09/10/2014	42058	E 101-45200-229	Project Repair & Maintenance	PLAYGROUND	788.20
					<hr/>
					\$788.20

**CENTURY LINK**

09/07/2014	4102-0914	E 601-49440-321	Telephone	PHONE	59.53
09/07/2014	4102-0914	E 602-49490-321	Telephone	PHONE	59.52
					<hr/>
					\$119.05

**CITY EMPLOYEES UNION, LOCAL #3**

09/30/2014	093014	G 101-21707	Union Dues	MAINT UNION DUES - OCTOBER	200.00
					<hr/>
					\$200.00

**COCA COLA REFRESHMENTS**

09/16/2014	158093713	E 609-49751-254	Miscellaneous Merchandise		296.76
					<hr/>
					\$296.76

**CRYSTAL SPRINGS ICE**

09/15/2014	115428	E 609-49751-254	Miscellaneous Merchandise		133.12
					<hr/>
					\$133.12

**DAHLHEIMER DIST. CO. INC.**

09/12/2014	97617	E 609-49751-252	Beer For Resale		357.00
09/16/2014	97955	E 609-49751-252	Beer For Resale		(19.20)
09/17/2014	97757	E 609-49751-252	Beer For Resale		6,896.30
09/17/2014	97757	E 609-49751-254	Miscellaneous Merchandise		84.00
					<hr/>
					\$7,318.10

**DAY DISTRIBUTING CO.**

09/12/2014	769520	E 609-49751-252	Beer For Resale		1,698.90
09/12/2014	769520	E 609-49751-255	N/A Products		19.20
					<hr/>
					\$1,718.10

**DELTA DENTAL**

09/15/2014	5686739	G 101-21711	Dental Insurance	10/01/14 - 10/331/14	587.10
					<hr/>
					\$587.10

**ELITE SANITATION**

09/16/2014	22098	E 101-45200-402	Janitorial Service	RENTAL	531.50
					<hr/>
					\$531.50

**EMERGENCY AUTOMOTIVE TECH. INC**

09/18/2014	RS4151	E 101-42110-221	Vehicle Repair & Maintenance	CAMERA SYSTEM - REPAIRS	109.00
09/18/2014	RS4151	E 101-42110-550	C-O-L Motor Vehicles	CAMERA SYSTEM - REPAIRS	1,680.00
09/18/2014	RS4152	E 101-42110-550	C-O-L Motor Vehicles	REPAIRS	1,552.14
					\$3,341.14

**FIRE SMART PROMOTIONS**

09/23/2014	101404	E 101-42210-209	Fire Prevention Supplies	CUP BRACELETS	637.50
					\$637.50

**G&K SERVICES, INC**

09/09/2014	1043798789	E 601-49440-417	Uniform Clothing & PPE	CLEANING	3.50
09/09/2014	1043798789	E 602-49490-417	Uniform Clothing & PPE	CLEANING	3.50
09/09/2014	1043798791	E 101-41940-219	Rug Maintenance	MAT	16.96
09/09/2014	1043798792	E 609-49750-219	Rug Maintenance		11.23
09/16/2014	1043804094	E 601-49440-417	Uniform Clothing & PPE	CLEANING	3.50
09/16/2014	1043804094	E 602-49490-417	Uniform Clothing & PPE	CLEANING	3.50
09/23/2014	1043809402	E 609-49750-219	Rug Maintenance		16.96
					\$59.15

**GRANITE CITY JOBBING CO.**

09/16/2014	829352	E 609-49750-210	Operating Supplies		13.66
09/16/2014	829352	E 609-49751-206	Freight and Fuel Charges		4.25
09/16/2014	829352	E 609-49751-256	Tobacco Products For Resale		735.92
09/16/2014	829352	G 101-20810	Sales Tax Payable		(0.88)
					\$752.95

**INFRASTRUCTURE TECHNOLOGIES**

08/25/2014	PR140645	E 602-49490-229	Project Repair & Maintenance	GROUT MANHOLE	765.00
					\$765.00

**INNOVATIVE OFFICE SOLUTIONS, L**

09/18/2014	615803	E 101-42400-200	Office Supplies	SUPPLIES	74.24
					\$74.24

**ISD #15**

09/24/2014	1672	E 101-42110-221	Vehicle Repair & Maintenance	2014 DODGE	58.22
					\$58.22

**JOHNSON BROS WHLSE LIQUOR**

09/10/2014	1945453	E 609-49751-206	Freight and Fuel Charges		7.60
09/10/2014	1945453	E 609-49751-251	Liquor For Resale		647.33
09/10/2014	1945454	E 609-49751-206	Freight and Fuel Charges		18.24
09/10/2014	1945454	E 609-49751-253	Wine For Resale		524.95
09/17/2014	1950365	E 609-49751-206	Freight and Fuel Charges		108.94
09/17/2014	1950365	E 609-49751-251	Liquor For Resale		5,385.00
09/17/2014	1950366	E 609-49751-206	Freight and Fuel Charges		9.12
09/17/2014	1950366	E 609-49751-253	Wine For Resale		243.65
					\$6,944.83

**KAZA FIRE EQUIPMENT**

09/03/2014	78515	E 101-42210-437	Uniform Allowance	HELMET	1,194.88
					\$1,194.88

**LAW ENFORCEMENT LABOR SVCS.**

09/22/2014	092214	G 101-21707	Union Dues	POLICE UNION DUES - OCTOBE	405.00
					\$405.00

**MBPTA**

09/30/2014	093014	E 101-42400-208	Training and Instruction	2014 FALL SEMINAR	75.00
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						\$75.00
<b>MCDONALD DIST CO.</b>						
09/11/2014	124934	E 609-49751-252	Beer For Resale			4,889.09
09/11/2014	124934	E 609-49751-255	N/A Products			88.30
09/18/2014	127391	E 609-49751-252	Beer For Resale			18,538.75
09/18/2014	127391	E 609-49751-254	Miscellaneous Merchandise			102.00
09/18/2014	127391	E 609-49751-255	N/A Products			69.75
						<u>\$23,687.89</u>
<b>MIDCONTINENT COMMUNICATIONS</b>						
09/30/2014	093014	E 101-41940-321	Telephone			34.61
09/30/2014	093014	E 101-42110-321	Telephone			67.71
09/30/2014	093014	E 101-43100-321	Telephone			67.71
09/30/2014	093014	E 601-49440-321	Telephone			95.00
09/30/2014	093014	E 601-49440-321	Telephone			95.00
09/30/2014	093014	E 609-49750-321	Telephone			95.00
						<u>\$455.03</u>
<b>MN DEPT OF HEALTH</b>						
09/30/2014	093014	E 601-49440-313	Sample Testing	7/1/14 - 9/30/14		2,450.00
						<u>\$2,450.00</u>
<b>MN FALL EXPO</b>						
09/30/2014	093014	E 101-43100-208	Training and Instruction	ROADEO REGISTRATION		65.00
						<u>\$65.00</u>
<b>MY ALARM CENTER</b>						
09/30/2014	3929843	E 609-49750-445	Security	ALARM		31.28
						<u>\$31.28</u>
<b>NORTH METRO TREE SERVICE INC.</b>						
09/10/2014	091014	E 101-45200-311	Contract	TRIM TREES		1,420.00
						<u>\$1,420.00</u>
<b>OPUS 21</b>						
09/12/2014	140868	E 601-49440-382	Utility Billing	AUGUST 2014		1,449.96
09/12/2014	140868	E 602-49490-382	Utility Billing	AUGUST 2014		1,449.96
						<u>\$2,899.92</u>
<b>PACE ANALYTICAL SERVICES</b>						
09/11/2014	141242788	E 601-49440-313	Sample Testing	ANALYSIS		120.00
09/16/2014	141242901	E 602-49490-229	Project Repair & Maintenance	PLANT EXPANSION COOLER #2		80.00
						<u>\$200.00</u>
<b>PAUSTIS &amp; SONS</b>						
09/10/2014	8464912	E 609-49751-206	Freight and Fuel Charges			23.75
09/10/2014	8464912	E 609-49751-253	Wine For Resale			1,401.17
						<u>\$1,424.92</u>
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>						
09/10/2014	2665343	E 609-49751-206	Freight and Fuel Charges			80.56
09/10/2014	2665343	E 609-49751-251	Liquor For Resale			6,372.02
09/10/2014	2665344	E 609-49751-206	Freight and Fuel Charges			1.52
09/10/2014	2665344	E 609-49751-254	Miscellaneous Merchandise			41.95
09/17/2014	2668615	E 609-49751-206	Freight and Fuel Charges			7.60
09/17/2014	2668615	E 609-49751-251	Liquor For Resale			743.34
09/17/2014	2668616	E 609-49751-206	Freight and Fuel Charges			1.52
09/17/2014	2668616	E 609-49751-253	Wine For Resale			80.00

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\$7,328.51

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**PRINTING UNLIMITED**

09/11/2014	7223	E 101-42400-200	Office Supplies	SUPPLIES	138.30
					<hr/>
					\$138.30

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**RAMSEY, CITY OF**

09/30/2014	093014	E 101-42210-311	Contract	CHIEF KAPLER'S SERVICES - SE	666.00
					<hr/>
					\$666.00

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**SOUTHERN WINE & SPIRITS OF MN**

09/11/2014	1202069	E 609-49751-206	Freight and Fuel Charges		7.50
09/11/2014	1202069	E 609-49751-251	Liquor For Resale		395.06
09/18/2014	1204463	E 609-49751-206	Freight and Fuel Charges		6.25
09/18/2014	1204463	E 609-49751-251	Liquor For Resale		301.30
09/18/2014	1204464	E 609-49751-206	Freight and Fuel Charges		20.00
09/18/2014	1204464	E 609-49751-253	Wine For Resale		1,004.00
					<hr/>
					\$1,734.11

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**ST. FRANCIS COLLISION & GLASS**

09/11/2014	7718	E 101-42110-550	C-O-L Motor Vehicles	2007 DODGE CALIBER	1,425.70
					<hr/>
					\$1,425.70

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**THARP, STEVE**

09/11/2014	091114	E 602-49490-229	Project Repair & Maintenance	CUSTOM TILL WASTE WATER P	500.00
					<hr/>
					\$500.00

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**THE AMERICAN BOTTLING COMPANY**

09/22/2014	2449810884	E 609-49751-254	Miscellaneous Merchandise		207.18
					<hr/>
					\$207.18

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**THORPE DISTRIBUTING COMPANY**

09/12/2014	847757	E 609-49751-253	Wine For Resale	WINE	25.10
09/12/2014	847758	E 609-49751-252	Beer For Resale	BEER	90.00
					<hr/>
					\$115.10

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**US BANK**

09/11/2014	2614757058	E 101-41400-200	Office Supplies	RICOH	237.50
					<hr/>
					\$237.50

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**USABLUBOOK**

09/09/2014	444968	E 602-49490-217	Other Operating Supplies	SUPPLIES	222.18
					<hr/>
					\$222.18

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**WINE MERCHANTS**

09/17/2014	519506	E 609-49751-206	Freight and Fuel Charges		1.52
09/17/2014	519506	E 609-49751-253	Wine For Resale		120.00
					<hr/>
					\$121.52

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**WIRTZ BEVERAGE MN**

09/11/2014	1080226595	E 609-49751-206	Freight and Fuel Charges		40.11
09/11/2014	1080226595	E 609-49751-251	Liquor For Resale		2,655.31
09/11/2014	1080226595	E 609-49751-253	Wine For Resale		64.00
09/11/2014	1080226596	E 609-49751-206	Freight and Fuel Charges		145.00
09/11/2014	1080226596	E 609-49751-251	Liquor For Resale		9,000.00
09/18/2014	1080229068	E 609-49751-206	Freight and Fuel Charges		20.33
09/18/2014	1080229068	E 609-49751-251	Liquor For Resale		905.02
09/18/2014	1080229068	E 609-49751-253	Wine For Resale		300.00
09/18/2014	1080229068	E 609-49751-254	Miscellaneous Merchandise		96.71

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\$13,226.48

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\$91,581.28

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FUND SUMMARY

101 GENERAL FUND	\$15,779.59
601 WATER FUND	\$4,758.27
602 SEWER FUND	\$3,524.97
609 MUNICIPAL LIQUOR FUND	\$67,518.45
Total	<u>91,581.28</u>

CITY OF ST. FRANCIS  
10/6/2014

Checks cut since last Council Meeting

<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
09/23/14	67915	US Dept of Education	Wage Levy	334.25
		TOTAL		<u>334.25</u>

		TOTAL		<u>0.00</u>
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# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW, Suite 206 • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

## MEMORANDUM

**Date:** October 6, 2014

**To:** Honorable Mayor Tveit  
Members of the City Council

**From:** Jared Voge, P.E.  
City Engineer

**Subject:** Aztec Street Improvements  
St. Francis, Minnesota  
BMI Project No.: R18.107800

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### **INTRODUCTION:**

At the March 3, 2014 City Council meeting a public hearing was held regarding the Aztec Street Improvements. Following the close of the public hearing, the City Council adopted a resolution authorizing the preparation of plans and specifications. At the April 16, 2014 City Council meeting the plans and specifications were approved. A contract was awarded for the improvements at the June 16, 2014 City Council meeting. Construction has been completed and a final assessment hearing is required prior to certifying the assessments to the County.

### **BACKGROUND:**

O'Reilly constructed a facility located south of the City Municipal Liquor Store on the south side of 233rd Avenue. As part of the development process, O'Reilly platted property and dedicated right-of-way to the City of St. Francis. Since the dedicated right-of-way did not line up with the existing right-of-way of Aztec Street north of 233rd Avenue and in order to construct the safest intersection possible, the City Council authorized staff to work with the adjacent Abbeyfield Townhomes property owner to obtain property to facilitate a safe intersection. Subsequently the City Council authorized the preparation of a Preliminary Engineering Report, called for a public hearing on the improvements to satisfy Minnesota Statute Chapter 429 requirements, held the public hearing, ordered the preparation of plans and specifications, and awarded a contract. Minnesota Statute Chapter 429 requires that a final assessment hearing be held for the project.

### **RECOMMENDATION:**

We recommend that the City Council adopt the enclosed resolution Calling Hearing on Proposed Assessment.

### **BUDGET IMPACT:**

The costs associated with the Aztec Street Improvements and property acquisition are proposed to be assessed to the benefiting properties.

If you have any questions on the above, please call.

JAV/kg

Enclosure

## Notice of Hearing on Proposed Assessment

Notice is hereby given that the City Council of the City of St. Francis will meet in the Council Chambers of the St. Francis School District Office, 4115 Ambassador Boulevard NW, St. Francis, Minnesota at **6:00 p.m. on November 3, 2014** to consider, and possibly adopt, the proposed assessment for the Street and Utility Improvements in the following areas:

Aztec Street NW - between the south line of 233<sup>rd</sup> Ave NW and approximately 550 feet south of 233<sup>rd</sup> Ave NW

Adoption by the City Council of the proposed assessment against abutting property may occur at the hearing.

Such assessment is proposed to be payable in equal installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2015, and will bear interest at a rate of 4.50 percent. To the first installment shall be added interest on the entire assessment from the date of the certification to the County Auditor until December 31, 2014. To each subsequent installment when due shall be added interest for one year on all unpaid assessments.

You may at any time prior to the certification of the assessment to the County Auditor, pay the entire assessment on such property to the City Clerk of the City of St. Francis. No interest shall be charged if the entire assessment is paid within 30 days from the adoption of this assessment. You may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or the interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above, the rate of interest that will apply is 4.50 percent. The right to partially prepay the assessment is also available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. The total amount of the proposed assessment is approximately \$266,500. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment adopted pursuant to Minn. Stat. § 429.061, subd. 2, unless a written objection signed by the affected property owner, is filed with the City Administrator prior to the hearing or presented to the presiding officer at the hearing. An owner may appeal an assessment to the District Court pursuant to Minn. Stat. § 429.081 by serving notice of appeal upon the Mayor or City Administrator of the City of St. Francis within in thirty (30) days after the adoption of the assessment and filing such notice with the District Court within ten (10) days after service upon the Mayor or City Administrator.

Barb Held  
City Clerk  
City of St. Francis

Published Date: October 17, 2014 and October 24, 2014

EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
ST. FRANCIS, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly called and held at the St. Francis School District Office, 4115 Ambassador Boulevard NW in said City on the 6<sup>th</sup> day of October, 2014 at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION CALLING HEARING ON  
PROPOSED ASSESSMENT FOR IMPROVEMENT  
CITY OF ST. FRANCIS, MINNESOTA  
RESOLUTION NO. 2014-34**

WHEREAS, by a resolution passed by the council on March 3, 2014, the City Clerk was directed to prepare a proposed assessment of the cost of improving Aztec Street NW between the south line of 233<sup>rd</sup> Avenue NW and approximately 500 feet south of 233<sup>rd</sup> Avenue NW.

AND WHEREAS, the clerk, has notified the council that such proposed assessment has been completed and filed in her office for public inspection,

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

A hearing shall be held on the 3rd day of November, 2014 in the Council Chambers of the St. Francis School District Office, located at 4115 Ambassador Boulevard NW, St. Francis, MN at 6:00 p.m. or shortly thereafter to pass upon such proposed assessment and such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole assessment on such property, with interest accrued to the date of payment, to the City Clerk of the City of St. Francis, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. He may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31, of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jerry Tveit, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
CITY OF ST. FRANCIS  
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to the resolution calling a hearing on assessments for Aztec Street NW Improvements in the City.

WITNESS my hand the seal of City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk

(SEAL)

**MASTER MEADOWS OF ST. FRANCIS**  
**FIRST AMENDMENT TO DECLARATION**

THIS FIRST AMENDMENT TO DECLARATION, made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the City of St. Francis, a Minnesota municipal corporation (hereinafter referred to as "Master Declarant"), pursuant to the provisions of the declaration for Meadows of St. Francis recorded as Document No. 1805012 (the "Master Declaration").

WHEREAS, Master Declarant procured Master Declarant Rights from S.W. Wold Townhomes, Inc. pursuant to that certain Transfer of Master Declarant Rights recorded as Document No. \_\_\_\_\_.

WHEREAS, Article XII of the Master Declaration reserves to a Master Declarant the option to add to Master Meadows of St. Francis (the "CIC") any one or more of certain parcels of land described and referred to in the Master Declaration as "Additional Real Estate Parcels."

WHEREAS, Master Declarant intends by this First Amendment to Declaration to add to the CIC the following Additional Real Estate Parcels referred to in the Declaration and to otherwise consent that all of the real estate indicated herein as being subject to the Master Declaration is hereby consented to and subjected to the Master Declaration:

Lots 1 through 14, inclusive, Block 1,  
Lots 43 through 66, Block 1,  
MEADOWS OF ST. FRANCIS,  
Anoka County, Minnesota,

(the "Added Lots").

NOW, THEREFORE, in order to add the Added Lots to the CIC, Master Declarant hereby declares that the Added Lots, as herein described, are subject to the covenants, restrictions, terms and conditions set forth in the Master Declaration, as evidenced by this First Amendment to Declaration, which shall constitute covenants running with the Added Lots and shall be binding upon Master Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which are hereby added to the Declaration pursuant to the Act is as follows:

Lots 1 through 14, inclusive, Block 1,  
Lots 43 through 66, Block 1,  
MEADOWS OF ST. FRANCIS,  
Anoka County, Minnesota,

2. CIC Lots. Lot identifier numbers, locations and boundaries of each of the Lots hereby created and added to the Master Declaration are set forth in the plat of MEADOWS OF ST. FRANCIS, Anoka County, Minnesota. The boundaries of each Lot hereby added to the Declaration shall be the same as the boundaries of the Lots created in the Declaration.

3. Reallocation of Voting and Common Expense Liabilities. The allocations and formulas specified in the Master Declaration are not amended.

4. Common Elements. No common elements are added by this First Amendment to Declaration.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended and supplemented, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the all Lots described on Exhibit A, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Lots.

6. Period of Master Declarant Control. The period of Master Declarant Control has not terminated.

7. Definition of Terms. As used in this First Amendment to Declaration, any words or terms defined in the Master Declaration, to the extent not defined in Chapter 515B, shall have the meaning ascribed in the Master Declaration.

IN WITNESS WHEREOF, Master Declarant has caused this First Amendment to Declaration to be executed the date and year first above written.

THE CITY OF ST. FRANCIS, a Minnesota  
municipal corporation

\_\_\_\_\_  
By: Jerry Tveit  
Its: Mayor

\_\_\_\_\_  
By: Barb Held  
Its: Clerk

STATE OF MINNESOTA    )  
                                  )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jerry Tveit and Barb Held, the Mayor and Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.  
400 Northtown Financial Plaza  
200 Coon Rapids Boulevard  
Minneapolis, MN 55433  
(763) 780-8500 (TDE)  
631954-v1

**EXHIBIT A TO FIRST AMENDMENT TO DECLARATION  
[real estate subject to Master Declaration]**

Lots 1 through 67, inclusive, Block 1,  
MEADOWS OF ST. FRANCIS,  
Anoka County, Minnesota

JEFFREY S. JOHNSON  
RUSSELL H. CROWDER  
MICHAEL F. HURLEY  
DOUGLAS G. SAUTER  
HERMAN L. TALLE  
CHARLES M. SEYKORA  
DANIEL D. GANTER, JR.  
BEVERLY K. DODGE  
JAMES D. HOEFT  
\*JOAN M. QUADE  
\*JOHN T. BUCHMAN  
SCOTT M. LEPAK  
STEVEN G. THORSON

\* Also Licensed in Wisconsin



## Barna, Guzy & Steffen, Ltd.

ATTORNEYS AT LAW

200 Coon Rapids Boulevard, Suite 400  
Minneapolis, MN 55433-5894  
(763) 780-8500 FAX (763) 780-1777  
1-800-422-3486 www.bgs.com

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WILLIAM F. HUEFNER  
BRADLEY A. KLETSCHER  
DOUGLAS J. DEHN  
KRISTI R. RILEY  
TIMOTHY D. ERB  
KAREN K. KURTH  
ANGELA M. WOESSNER  
ADRIEL B. VILLARREAL  
TAMMY J. SCHEMEL  
JENNIFER C. MOREAU

OF COUNSEL  
JON P. ERICKSON  
W. JAMES VOGL, JR.

### MEMORANDUM

TO: St. Francis Mayor and Council  
FROM: Scott Lepak, City Attorney  
RE: EDA Meeting  
DATED: October 1, 2014

The Economic Development Authority meeting on September 29, 2014 included a presentation and a request from the St. Francis Recreation Committee (SFRC) for the City's EDA to contribute up to \$35,000 for a space needs study analysis. A copy of the August 7, 2014 letter is attached to this memo. The actual amount is \$29,350 with estimated reimbursable expenses of \$1,500. The anticipated total would be \$30,850.

Briefly stated, the St. Francis Recreation Committee is in the process of putting together its planned status as a nonprofit corporation. Because it is not formally in existence, it cannot enter into contracts. It also does not have the ability to raise or expend funds. The SFRC would like to get the community center project underway as soon as possible. It asked the City's EDA to act as the entity that would receive and apply the funds toward the space needs analysis.

The St. Francis Recreation Committee also indicated it does not anticipate it will be able to obtain the necessary funds quickly. It plans to ask various entities to donate money to the EDA that will be used for the study. It has asked the EDA to provide the balance of the amount that is not donated for this purpose. In order to accomplish this request, the City's EDA would need to be the entity that entered into the contract with HGA Inc. for the space needs study. Further legal review is occurring on how this would need to be structured.

The EDA has tentatively planned for a meeting on October 8, 2014 to consider this request if the Council approves funding it. The EDA currently does not have any funds for such a purpose. Council direction is requested on its interest in providing funding on this project.

Motion if interested in acting on request from the St. Francis Recreation Committee:

Motion to transfer up to thirty-five thousand dollars (\$35,000) from the Liquor Store fund to the Economic Development Authority to hire HGA Inc. for a space needs study analysis.

636761-v1



Architecture | Engineering | Planning

August 7, 2014

WRITER'S DIRECT DIAL 612-758-4226

Mr. Mark Bothun  
President, St. Francis Recreation Committee  
c/o  
Mr. Matt Hylan  
City Administrator  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

Re: St. Francis Recreation Committee - Community/Recreation Center Feasibility Study

Dear Mr. Bothun and the St. Francis Recreation Committee,

Many thanks to the St. Francis Recreation Committee (SFRC) for inviting HGA to submit a proposal for consulting services to support your planning of a new community/recreation facility. The group's enthusiasm and excitement about the possibilities for new recreation facilities serving the greater St. Francis area was palpable during our meeting. It would be our pleasure to serve your committee and be a part of this extraordinary time in your community.

Based on what we learned in our discussion together, we propose the following process, deliverables and compensation to advance to the next step of community/recreation center planning. We are able to revise the scope and fees to fit your needs if the following does not accurately summarize your needs:

#### PROJECT GOALS

The SFRC seeks to team with an architectural/planning consultant to assist the Committee in quantifying program needs, site requirements, and associated costs of indoor and outdoor of community and recreation facilities.

The Feasibility Study (FS) is to reflect the needs of multiple recreation programs serving the greater St. Francis area including: St. Francis High School (SFHS) Football, SFHS Basketball, SFHS Track and Field, SFHS Softball, SFHS Cross Country, SFHS Dance, SFHS Golf, 4H Clubs, SFHS Baseball, SFHS Trap, SF Physical Therapy, Volleyball, Yoga, Boy Scouts, Hockey, Gymnastics, and Swimming/Diving. It is assumed that the programs for SFHS sports will consider multiple uses for community based athletics and various clubs.

The SFRC has been structured to see that all area sports interests and age groups are represented and will present constituent program needs to the design team. The desired outcome is a St.

August 7, 2014

Page 2

Francis Area Community/Recreation Center Program, Site Diagram, and Project Budget which will be used by the SFRC and project stakeholders to plan next steps which may include site selection/acquisition, identifying funding opportunities, etc.

#### SCOPE OF SERVICES AND DELIVERABLES

In support of the goals stated above, HGA proposes the following feasibility study process and deliverables:

1. Program Development
  - a. Facilitate a planning workshop (1) to: fully understand program needs from stakeholder representatives, discuss opportunities for cross-programming, phasing, partnerships, etc. Project goals/vision to be discussed and shared with design team.
  - b. Review the program of community/recreation needs already compiled by the SFRC and, combined with input from the planning workshop, convert this data into a quantitative site/building space program complete with area requirements, associated diagrams of each program item, and preliminary costs for each major program group.
  - c. Supplement stated program needs with estimates for required parking, spectator seating, ancillary structures, etc.
  - d. Review cross-programming opportunities to maximize space utilization considering shared-use. Shared use may be feasible for programs requiring similar size and configuration of spaces but used during different seasons, times of day, simultaneous shared use, etc.
  - e. Facilitate program review meeting (2) to present quantitative space program to SFRC; Review phasing options
2. Site Diagramming
  - a. Revise building/site space program based on review comments and create site diagram illustrating all program elements. Site layout to provide the following information: required site area (in acres) for full program build-out, desired program adjacencies, notes pairing shared programs to program areas, and proposed phasing.
  - b. Facilitate program review and site diagram review meeting (3) with SFRC; solicit comments and desired revisions.
  - c. Finalize program and site diagram per SFRC comments. Prepare cost estimate per final program and site layout.
3. Cost Estimating
  - a. Provide cost estimate per SFRC approved program and site diagram. Cost estimate shall provide estimated cost of full program build-out per 2015 construction costs. Cost estimate to provide sub-totals for major program categories (i.e.: indoor athletic dome, gymnasium/fieldhouse, outdoor baseball/softball field, etc.) and phased construction.
  - b. Facilitate cost estimate review meeting (4) and final review of all programming and site diagram deliverables.
4. Final Report
  - a. Prepare final report to include: executive summary, meeting minutes from each meeting, program spread sheets, program component illustrations, site diagram, and

August 7, 2014  
Page 3

cost estimate data. Provide report in .pdf format via on-line transfer and/or CD/DVD. Printed/bound booklets may be requested at HGA standard printing rates.

5. Meetings

- a. This proposal includes facilitation/participation at (4) design meetings and (2) additional pro bono meetings to be scheduled per SFRC request for purposes such as City Council/School Board presentations, stakeholder workshops, town hall forum, etc.

COMPENSATION

Proposed compensation to HGA for the scope of services and deliverables described above would be on a Stipulated Sum basis in the amount of \$29,350 to be billed monthly based on percentage of services completed to date of billing. In addition to the compensation for services, HGA will be reimbursed for its reimbursable expenses at 1.05 times their cost to HGA.

The Stipulated Sum amount is based on the following breakdown:

Program Development: \$11,040 (4-6 weeks)  
Site Diagramming: \$10,210 (4-6 weeks)  
Cost Estimating: \$4,420 (concurrent w/ phases above)  
Final Report: \$3,680 (2 weeks)  
Meetings: incl. in above

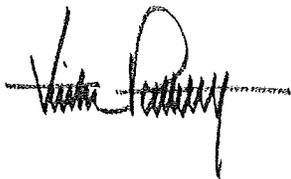
Total Stipulated Sum Amount: \$29,350 (estimated schedule duration: 10-14 weeks)

Estimated Reimbursable Expenses: \$1,500

Reimbursable expenses are defined as the actual expenditures made by HGA in the interest of the project for such expenses as: mileage/travel, meals associated with travel, printing and mailing, technology/data processing, and applicable state and local sales taxes imposed where the project is located

HGA would be pleased to serve you on this project at this exciting time of growth for the entire St. Francis region. We are available to answer any questions regarding our proposed services and fees. We very much look forward to hearing from you.

Sincerely,



Victor Pechaty, AIA  
Vice President  
HGA Inc.

cc: Nancy Blankfard, HGA