

CITY OF ST. FRANCIS CITY
COUNCIL AGENDA

July 18, 2016

ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)
4115 Ambassador Blvd. NW
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
 - a. City Council Minutes –July 5, 2016
 - b. Acknowledge the URRWMO Unapproved Minutes of June 29, 2016
 - c. Enter into a Contract with ISD #15 for School Resource Officers 2016-2017 School Year
 - d. LMCIT Online Course PATROL subscription Agreement for 2016
 - e. Police Department Copier Lease Agreement
 - f. Routine Bobcat Buyback Program
 - g. Pay Request No. 12 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
 - h. Hire Kristin Brown as a Part Time Liquor Store Clerk
 - i. 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 three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
 - a. Rum River Bluffs:
 - 1) Final Plat Approval – Resolution 2016-35
 - 2) Public Hearing - Easement Vacation Related to Final Plat
 - 3) Development Agreement
7. Ordinances & Resolution
 - a. Ordinance 220, Second Series: Amending the Official City of St. Francis Zoning Map to Rezone Property at 3518 Bridge Street Associated with the East Village Final Plat to B-2, General Commercial- (Second Reading)
8. Reports of Consultants & Staff Members
 - a. Engineer:
 - b. Attorney:
 - c. Staff:
 - Community Economic Development:
 - Public Works:
 - Liquor Store:
 - Police:
 - City Administrator:
 - 1) Night to Unite
 - 2) Schedule a Worksession
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

- July 20: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm
Aug 1: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm
Aug 2: Night to Unite @ Community Park
Aug 9: State Primary – Voting hours are 7 am to 8 pm

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – July 18th, 2016 Council Meeting

Agenda Items:

4. Consent Agenda:

- a. City Council Minutes – July 5th, 2016
- b. Acknowledge the URRWMO Unapproved Minutes – 6/29/16
- c. Enter into a contract with ISD #15 for School Resources Officer –
- d. 2016 PATROL Subscription Agreement – Through “Police Officer Accredited Training Online”, officers can access monthly web-based courses on current Legal issues. The courses are POST Board approved.
- e. Police Department Copier Lease –
- f. Routine Bobcat Buyback –
- g. Pay Request No. 12 to Gridor Construction – Pederson Drive Improvement
- h. Hire Kristin Brown as a Part Time Liquor Store Clerk – a previous candidate recommended for hire respectfully declined.

6. Petitions, Requests, Applications:

- a. Rum River Bluffs –
 - 1) **Final Plat Approval (as conditioned) – Resolution 2016-35**
 - 2) **Hold a Public Hearing – Easement Vacation Related to Final Plat**
 - 3) **Development Agreement**

7. Ordinances & Resolutions:

- a. Ordinance 220, SS, Amending the Official City of St. Francis Zoning Map - Rezoning property located at 3518 Bridge Street, associated with the East Village Final Plat to B-2, General Commercial (Second Reading)

8. Reports:

- a. **Engineer:**
- c. **Staff:**
 - Community Development:**
 - Finance:**
 - Fire:**

Public Works:

Liquor Store:

Police: .

City Administrator:

- 1) Night to Unite – review and discuss the Staff Memo and Night to Unite
- 2) Worksession Request – worksession to discuss budget, Oak Grove Letter, and several other items that may be added once a date is set.

11. Old Business:

12. New Business:

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

CITY COUNCIL MINUTES

July 5, 2016

1. **Call to Order:** The regular City Council meeting was called to order by Mayor Steve Kane at 6:00 pm.

2. **Roll Call:** Present were Mayor Steve Kane, Councilmembers Richard Orpen, Rich Skordahl, Chris McClish and Tim Brown. Also present were City Engineer Jared Voge (Bolton & Menk, Inc.), City Attorney Scott Lepak (Barna, Guzy & Steffen), Fire Chief Matt Kohout, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Police Sgt. Todd Schwieger, City Finance Director Darcy Mulvihill, Community Development Director Kate Thunstrom, City Administrator Joe Kohlmann, and Administrative Assistant Anna Anderson.

3. **Adopt Agenda:** MOTION BY BROWN SECOND McCLISH TO ADOPT THE JULY 5, 2016 CITY COUNCIL AGENDA. Motion carried 5-0.

4. **Consent Agenda:** MOTION BY McCLISH SECOND BROWN TO APPROVE THE JULY 5, 2016, CITY COUNCIL CONSENT AGENDA A-F AS FOLLOWS:

- a. City Council Minutes – June 20, 2016
- b. Acknowledge the Planning Commission Minutes of April 20, 2016 and Draft Minutes of June 15, 2016
- c. Hire Jennifer Urbano as the Public Works/Police Records Clerk contingent upon successful completion of background and workplace assessment evaluation
- d. Hire Amanda Komorous as a Part Time Liquor Store Clerk
- e. Hire Emily Nickel as a Part Time Liquor Store Clerk
- f. Pay Request No. 7 for \$9,107.01 to LaTour Construction for the Bridge Street Utility Improvement
- g. Pay Request No. 1 for \$173,410.06 to Park Construction Co. of Minneapolis for the Pederson Drive Improvement
- f. Payment of Claims \$353,443.17 (Check #70906-70988) Motion carried 5-0.

5. **Meeting Open to the Public:**

Andy Schreder, St. Francis Building Official. Schreder makes a statement on allegations/charges described in section 8 by the City Attorney.

Joseph Murrell, 24360 Yukon Street NW, St. Francis, came to address Pederson Drive Improvements; states he believes there will be an issue with traffic jam because curb went in and they should widen the lane. Murrell addresses the wastewater treatment plant. Why didn't we go to the Met Council? What about the water run off fee for \$60 and will there be a plan implemented next year when the funds are provided by the Rum River Authority for some of that funding?

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

a. **St. Francis Ambassador Program – Float Agreement & Resolution 2016-25:**
The City Attorney drafted an updated agreement and resolution that would regain ownership of the float by the City so it can be insured and all maintenance costs and storage would be

maintained by the St. Francis Ambassador Program with the exception that the City has previously donated dollars to it. Orpen asks if it costs anything to insure it and if they would pay that cost. Lepak says it will be covered under the City's general fleet policy so it's not going to cost the city any money, it will just be one of the items listed on the coverage. Orpen asks if it is free for the Ambassadors to get insurance on the float. Lepak says that is correct and they could not get their own. Orpen questions what other cities do. Lepak says he doesn't know the answer to that question. MOTION BY SKORDAHL SECOND BROWN TO ADOPT RESOLUTION 2016-25 A RESOLUTION ACKNOWLEDGING THE OWNERSHIP OF THE ST. FRANCIS AMBASSADOR PROGRAM PARADE FLOAT/TRAILER AND AUTHORIZING EXECUTION OF AN OWNERSHIP, INSURANCE, AND MAINTENANCE AGREEMENT. Motion carried 5-0

b. Tamarack Street: Emmerich & Wallace Minor Subdivision: Resolution 2016-26: Bruce Emmerich & Nancy Wallace have made an application to divide an approximately 40 acre parcel into two lots that are each about 20 acres in size. The parcel is located north of 229th Avenue on the west side of Tamarack Street in the 2300 block of addresses. The property is zoned A-2, Rural Estate Agriculture. The property is currently owned by Ann Johnson, who is a co-applicant. In the City's Transportation Plan, Tamarack Street is identified as a minor collector under municipal jurisdiction. Currently, the property line extends into the centerline of the Tamarack Street right-of-way. The applicant has provided a 40 foot wide easement over the right-of-way. Minor Collectors are required to have a right-of-way width of 80 feet. The City's Transportation Plan also identifies a future roadway on the south side of the subject site. The applicant is providing for half of the right-of-way for this road by an easement. There is already an easement for the other half of the road on the property to the south. The road is not proposed to be constructed, at this time. Tamarack Street is identified as a future trail corridor. The proposed right-of-way width is sufficient to include the trail. The A-2 District requires a minimum lot size of 10 acres. As proposed, both lots are depicted as being about 19.9 acres in size. With reductions from the right-of-way easements the two lots will be about 19.3 acres and 18.5 acres, both exceeding the minimum lot size requirements. The minimum lot width is 300 feet and both properties are about 660 feet in width. The Planning Commission found the proposed subdivision to be generally consistent with the City's Zoning and Subdivision Ordinances and the Comprehensive Plan, and recommended approval of the request with the following conditions:

1. The subdivision shall be recorded with Anoka County within 90 days of approval in a manner acceptable to the City Attorney.
2. All recommendations by the City Engineer shall be addressed.
3. The wetland delineation and related easement is subject to review and approval of the City Engineer.
4. Park dedication shall be paid.
5. Drainage and utility and right-of-way easements shall be recorded in a manner acceptable to the City Attorney.
6. Building Official approves septic and soil borings for the site.

MOTION BY BROWN SECOND MCCLISH TO ADOPT RESOLUTION 2016-26 A RESOLUTION APPROVING A MINOR SUBDIVISION FOR BRUCE EMMERICH &

NANCY WALLACE TO SUBDIVIDE A 39 ACRES PARCEL ON TAMARACK STREET,
Motion carried 5-0.

c. Crown 2nd Addition Preliminary & Final Plat: Resolution 2016-27: The City of St. Francis is proposing to plat an existing City owned outlot into one buildable site located near the intersection of Highway 47 and 233rd Avenue. The property is located north of the City's liquor store. Outlot A of the Crown Addition was reserved for future development and contains a drainage pond on the north side of the lot. There is also an exit drive from the City liquor store parking lot through the site. The site is zoned B-2, General Commercial. It is guided for a commercial land use in the Comprehensive Plan. The City intends to plat the lot in order to make it a buildable site. The Planning Commission recommended approval with the following conditions:

1. All requirements of the State Department of Transportation shall be addressed.
2. Easements over the drainage pond and access drive shall be recorded with the final plat.

MOTION BY BROWN SECOND SKORDAHL TO ADOPT RESOLUTION 2016-27 A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR CROWN 2nd ADDITION. Brown reminds everyone that we acquired this land several years ago and when Highway 47 was re-innovated the state paid us for the easement on this land. This was about what we paid for this land, so this is a totally free piece of land that we got. Motion carried 5-0.

Kane asks City Administrator to make arrangements with Murrell to answer his previous questions at some point.

d. East Village (3518 Bridge Street -Old East Shop & Water Tower Site) : The City of St. Francis is proposing to combine six parcels of land located around 3518 Bridge Street. The site is a former City public works facility adjacent to County parkland along the Rum River. The purpose of the plat and amendments is to create a buildable site for future use. The site is zoned and guided in the Comprehensive Plan for multiple designations. Two properties are zoned R-2, Single Family, one property is zoned Conservancy, two are zoned B-2, General Commercial, and one bears no zoning designation. In the Comprehensive Plan, the site is guided partially Commercial and partially Public. These designations are related to former uses and plans that are no longer in place. It is proposed to guide the entire property Commercial and rezone it to B-2, General Commercial. The plat would require a singular designation in order to be one building site. These designations appear to be most consistent with the Comprehensive Plan goals of having commercial uses along the Bridge Street corridor. It is likely the site is most marketable for the City as a commercial site. Other uses may be considered at an applicant's request in the future. The property to the east is a commercial site (Casey's) and the property to the south is used for single-family residences. Future construction may require screening to these properties to the south. Discussions are still in place regarding the right of way. Once this is resolved, the City will update the site plan so it can be shown to those interested in the property. Discussions are also taking place about possibly sharing an access point in the future with Casey's. The Planning Commission

recommended the City Council approve the Comprehensive Plan Amendment, Rezoning, and Plat with the following conditions:

1. All requirements of Anoka County shall be met.
2. Easements, including a trail easement for the County, shall be recorded with the final plat.

1) Comp Plan Amendment: Resolution 2016-28: MOTION BY McCLISH SECOND ORPEN TO ADOPT RESOLUTION 2016-28 A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO A COMMERCIAL LAND USE FOR PROPERTY ASSOCIATED WITH THE EAST VILLAGE ADDITION. Motion carried 5-0.

2) Ordinance 220, Second Series: Amending the Official City of St. Francis Zoning Map to Rezone Property at 3518 Bridge Street Associated with the East Village Final Plat to B-2, General Commercial- (First Reading): MOTION BY BROWN SECOND ORPEN APPROVING THE FIRST READING OF ORDINANCE 220 SECOND SERIES AMENDING THE OFFICIAL CITY OF ST. FRANCIS ZONING MAP TO REZONE PROPERTY AT 3518 BRIDGE STREET ASSOCIATED WITH THE EAST VILLAGE FINAL PLAT TO B-2 GENERAL COMMERCIAL. Roll Call: Ayes: Orpen, Skordahl, McClish, Brown, and Kane. Nays: None.

3) Preliminary & Final Plat Resolution 2016-29: MOTION BY McCLISH SECOND SKORDAHL TO ADOPT RESOLUTION 2016-29 A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR EAST VILLAGE ADDITION. Motion carried 5-0

4) Easement Vacations Related to the East Village Final Plat: Resolution 2016-30: MOTION BY ORPEN SECOND BROWN TO ADOPT RESOLUTION 2016-30 A RESOLUTION APPROVING EASEMENT VACATIONS RELATED TO THE EAST VILLAGE FINAL PLAT. Skordahl thanks staff for putting in the legwork to get these parcels to prepare them for the market. Brown says these were also donated to the city by the county. Mayor Kane opened the Public Hearing at 6:19 pm. No one was in the audience to address the East Village Final Plat. Mayor Kane closed the Public Hearing at 6:19 pm. Motion carried 5-0.

7. Ordinances & Resolution:

a. Resolution 2016- 31: Appointment of Election Judges: MOTION BY BROWN SECOND SKORDAHL TO ADOPT RESOLUTION 2016-31 A RESOLUTION APPOINTING ELECTION JUDGES FOR THE STATE PRIMARY AND GENERAL ELECTIONS. Motion carried 5-0.

b. Resolution 2016- 32: Supporting Anoka County Federal Funding Application for TH 47 Trail/Tunnel Crossing: Public Works Director Paul Teicher says the county has been seeking federal funds for the 2019-2021 funding cycle. They are looking for a resolution of support from Council to seek funding to add a tunnel under State Hwy 47 to make it safer for pedestrians and bike travel. Right now, it is very preliminary, but they do need to submit this

application so they can get on the funding cycle. The concept drawing in the packet is the one they decided to go with after four or five different drawings. Kane adds in discussions with Commissioner Look stating they've already done boring samples so they know they can build a tunnel deep enough. They've already done the preliminary work and it's ready to go. McClish states it is his understanding that the tunnel option is cheaper than a bridge. Teicher responds yes, through their studies they've determined that bridges have a much higher cost due to ramps, ADA requirements, and related items. McClish says he believes there is going to be lighting underneath the tunnel. Teicher says yes, there would be lighting in the tunnel. McClish says this intersection has been an issue for years and since he's been on the Council we've been addressing this with the State and the only thing that's been done so far is the pedestrian light. He's happy to see this come before the Council. Brown says we did put the lights in there and warnings, and now we're going to get a tunnel. He's concerned about safety of young kids running through the tunnel. Will this be the final thing we do or are we going to put in a bridge a few years from now? We have to stop throwing money at it to fix it. That's my concern. MOTION BY McCLISH SECOND ORPEN TO ADOPT RESOLUTION 2016-32 A RESOLUTION SUPPORTING ANOKA COUNTY FEDERAL FUNDING APPLICATION FOR TH 47 TRAIL/TUNNEL. Motion carried 5-0.

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

a. **Engineer: Speed Limit Update - Resolution 2016-33:** At the last meeting, the speed limit of 235th was discussed. Subsequent to the meeting, some analysis was done regarding driveway spacing's along that corridor. The corridor referred to is found on the west by Rum River Boulevard and on the east by Arrowhead Street. Some driveways in this area are significantly spaced apart. Minnesota Statute allows for a classification of an area as urban based on driveway and intersection spacing's not exceeding 100 feet. There are some driveways in this corridor with spacing's of less than 100 feet. Based on the analysis, it appears as though that segment meets the definition of the statute with the exception of those two areas. However, based on the analysis of sign placement, enforceability, and driver experience, it wouldn't make sense to have 30 mph go to 35 and back down to 30. Statute does provide for the opportunity for Council to pass a resolution declaring that an urban area, indicating that an access analysis has been completed. That resolution, if so approved by Council, can be forwarded to the Commissioner of Transportation and that needs to be done ten days prior to erecting the signs. MOTION BY ORPEN SECOND McCLISH TO ADOPT RESOLUTION 2016-33 A RESOLUTION ESTABLISHING SPEED LIMIT ON 235TH AVENUE NW BETWEEN RUM RIVER BOULEVARD AND ARROWHEAD STREET NW. McClish says the residents are really going to appreciate this. They've been talking about it for the last five years. Motion carries 5-0.

b. **Attorney: Closed meeting pursuant to Minn. Stat. Sec. 13D.05 to discuss allegations or charges against individual subject to council authority:** Requested as an open meeting by the Building Official. Anything you feel the need to discuss at this point, you can as long as it's related to the general topic. Discussions ensued and direction was given to withdraw performance improvement plan with work on time accounting.

c. **Staff:**

Economic Development: 1) Request for Anoka County HRA/EDA Funding- Resolution 2016-34: The City of St. Francis participates with the Anoka County HRA/EDA.

As a participating city, funds are available for qualified HRA/EDA projects and activities. Per Statute, HRA/EDA funds may be used for the development of a redevelopment project including preparation of a redevelopment plan. The city has utilized funds in the past for site acquisitions, plans and studies. Funds accumulate on an annual basis. Thunstrom stated Staff is requesting support of the approval of Resolution 2016-33 requesting Anoka County HRA/EDA funds for the completion of the Redevelopment Plan. Kane asks if the plan we currently have is more of a macro plan and this would be a micro plan. Kate says that is correct. Brown asks how much is the city's cost for this. Kate states we would be requesting HRA/EDA Funds from Anoka County to cover the full \$92,000. Brown says so there will be no costs to the city? Kate responds that there wouldn't be any funds coming out of the general fund, correct. MOTION BY SKORDAHL SECOND McCLISH TO ADOPT RESOLUTION 2016-34 A RESOLUTION REQUESTING FUNDS FROM THE ANOKA COUNTY HRA/EDA FOR THE COMPLETION OF A REDEVELOPMENT PLAN. Motion carried 5-0.

2) Approval for Redevelopment Plan: Community Development Director Kate Thunstrom stated she is requesting consideration to continue economic development strategies through organized and efficient planning efforts. The request before you is for the completion of a Master Redevelopment Plan for the Bridge Street and Highway 47 corridors. A Master plan would be completed by pulling together information using market data, existing development, various studies, local and county plans. This document will include stakeholder and community input to create a document that will guide the city now and in the future. A Master plan will also begin setting the floor for required Comprehensive Planning needs due in 2018. This document will support multiple uses including soliciting development and will support the city's needs within the two corridors. This plan will identify information related to corridor parcels, the community gaps and services and existing business. The community involvement includes public meetings and information sessions to work with residents, stakeholders and existing business. The Agreement and Scope of services outlines the responsibilities of the consultant and the City. The proposal before you is to complete a Master Plan for both Bridge Street and Hwy 47 Corridors

- 6-8 month effort
- Budget not to exceed \$92,800
- Cost reduction to complete corridors together, rather than individually
- Will utilize existing plans and data to support planning efforts and history
- Sets base for the required Comprehensive Plan

MOTION BY BROWN SECOND ORPEN APPROVING THE AGREEMENT INCLUDING ATTACHMENTS A AND B, WITH HOISINGTON KOEGLER GROUP, INC. FOR THE COMPLETION OF A MASTER REDEVELOPMENT PLAN FOR THE BRIDGE STREET AND HWY 47 CORRIDORS. Motion carried 5-0.

Public Works:

Liquor Store:

Police:

City Administrator: Appointment of Acting Police Chief: Appoint Sergeant Schwieger as Acting Police Chief while Chief Jake Rehling is on temporary absence. This would adjust his pay to Grade 19, Step 4. MOTION BY BROWN SECOND McCLISH

APPROVING THE APPOINTMENT OF TODD SCHWIEGER AS ACTING POLICE CHIEF.
Motion carried 5-0.

9. **Report from Councilmembers:** Brown had nothing to report. Skordahl reminded citizens to be patient with the road construction. We are making a step in the right direction. McClish had nothing to report. Orpen thanked city staff for working so hard on the speed limit on 235th.

10. **Report from Mayor:** Kane wanted to once again bring up Kiana Eide, our Olympian from St. Francis. She's traveling on their own dime. During the last three years of training, she has had to support herself and her family has had to support for her. They have to pay for their trip to Rio. The website for raising money is gofundme.com/Eidefamilyolympics. Kane asks to have the site added to the city website.

11. **Old Business:** McClish would like to know if we have any updates at all for the wastewater treatment plant grants. Kane states the Wastewater Infrastructure Plant is not funded and they need a second session to do that. We've sent letters to both House Speaker Kurt Daudt—I called him personally. I'm expecting a phone call back from him. Next Monday morning at 10 AM, Mr. Kohlmann and I have a meeting with the governor's aides to present our case for them to get this done. McClish says he just wants the public to hear that so they know. Kane says we are trying very hard to get them to move. It wouldn't hurt to send letters and emails to the governor and to the house speaker to ask them to move this along. Brown states that he likes to see staff sitting at the table and is curious why he doesn't see the Building Official. He questions why and whose decision that was. Kohlmann states that the Building Official works under the Community Development Director and is not an official department by ordinance per city code. Brown disagrees.

12. **New Business:** McClish wants to bring to the Council's attention the traffic concerns at Highway 47 and 233rd Avenue. We've received calls that people are having a hard time crossing the highway. Our police department has responded to a few accidents. We've talked to the state several times trying to get a stop light somewhere on Pederson Drive or 233rd. McClish asks about the school zone that was supposed to be in front of the elementary school on Highway 47 and would like an update. The City Engineer says the school speed zone has been approved by MnDOT. He does believe it was about six months ago when they said they were going to be implementing the school speed zone. He is waiting for an update from the Traffic Department for the schedule. McClish asks what can we do about the intersection at Highway 47 and 233rd. Kane agrees with the safety concerns and states that another bad intersection is Ambassador and Highway 47. McClish asks if we could communicate with the state and let them know our concerns.

13. **Adjournment:** Mayor Kane adjourned the regular city council meeting at 7:01 pm.

Upper Rum River Watershed Management Organization
10-year Watershed Plan Open House
Minutes of June 29, 2016

Present: URRWMO Board

Chair Dan Denno, Oak Grove
Nowthen Scott Heaton, Ham Lake
Nowthen

Ann Arcand, Bethel
Brian Mundle, East Bethel
Kevin Armstrong, Ham Lake

Malcolm Vinger, II,
Randy Bettinger,

Absent: Todd Miller, Bethel
Bethel Lan Tornes, St. Francis

John West, Oak Grove
Richard Orpen, St. Francis

Calvin Bahr, East

Audience: Chuck Schwartz, MSA

Eric Thompson, MSA

Sarah Luck, MSA, via teleconference

Dan Fabian, MN Board of Water and Soil Resources (BWSR)

Todd Haas, Chair Lower Rum River WMO

Jamie Schurbon, Anoka Conservation District (ACD)

Mike Wylie, Oak Grove City Council

Al Parranto, Ham Lake City Council

Jack Davis, East Bethel City Administrator

Tim Harrington, East Bethel City Council

Tom Ronning, East Bethel City Council

Karen Jensen, Met Council

Sharon LeMay, Interested Party

Larry Backlund, Lake George Lake District (LGLD)

Doug Welter, Beaverbrook Tri-County Sportsmen

Jeff Pilon, Nowthen Mayor

Mary Rainville, Nowthen City Council

Bart Biernat, Environmental Health Specialist, Anoka County

Chair Denno started the Open House with stating that the reason everyone was at tonight's Open House was because of water; everyone wants to have quality water. The URRWMO is an appointed body that is responsible for quality water, while being accountable to its member cities by keeping the impact on them to a minimum. He introduced himself and the URRWMO Board members and gave a brief presentation on the URRWMO role/authority, work it is doing, and the direction it has taken. The URRWMO is requesting input from other agencies, member cities, residents, etc. to give the Board further direction on what to prioritize and/or include in the 10-year Water Management Plan (Plan).

Both Mr. Schwartz and Mr. Thompson introduced themselves. Mr. Thompson gave a presentation on the Plan and the purpose for the 10-year update. He reviewed the URRWMO's current goals, current strategies, current policies, and re-identification of issues.

Mr. Fabian from BWSR introduced himself and gave a presentation on BWSR's role with watershed districts and WMOs. BWSR is the oversight authority over WMOs, and WMO plan approval authority. Two handouts were distributed: Overview of Watershed Districts and Watershed Management Organizations, and Key Components of Watershed District and WMO Plans. He stated that the main reason for watershed districts and WMOs is to focus on implementation and accomplishing clean/quality water goals. Mr. Fabian had each audience member write down the

three most valuable resources in the WMO, and had each audience member write down what they think is a reasonable dollar amount for the WMO to spend annually, based on a residential market value of \$100,000 within the URRWMO area. [This information will be compiled and shared by MSA at a later date.] Mr. Fabian shared that grant funds (anywhere from 75% - 90%) are available to help with project costs. To successfully apply for a grant you need to have well defined goals and strategies in the watershed plan. He noted ACD as an example of one agency that has been able to secure grant matching funds from a variety of sources.

Jamie Schurbon from ACD introduced himself and gave a brief overview of what the Anoka Conservation District is and does. The URRWMO has contracted with ACD to accomplish a variety of work including water monitoring, administrative tasks and website.

Mr. Schurbon played a short video introducing the Rum River Watershed Restoration and Protection Strategy (WRAPS). The WRAPS is a management plan for the Rum River, and all the lakes and streams in its watershed. The focus is on water quality and overall ecological health. It includes strategies for fixing impaired waters that do not meet state water quality standards, as well as protecting good quality waterbodies. Local water plans are expected to utilize the WRAPS as a guide for identifying and prioritizing projects.

Chair Denno asked Mr. Schurbon to clarify that while Lake George water quality is declining, the lake still has very good water quality. Mr. Schurbon replied it has shown a consistent downward trend of lake quality, which is primarily based on water clarity. The concern is if this downward trend continues 10-20 years down the road. ACD is doing a major three year study on nutrients in Lake George; this is being done to identify a prescription of what steps to take and put into action in order to stop the downward trend in lake quality.

Mr. Haas, Chair of the Lower Rum River WMO (LRRWMO) introduced himself and shared information about the LRRWMO which consists of three cities, Anoka, Ramsey, and Andover. He noted that the LRRWMO is very active compared to other metro WMOs. He briefly described their permitting process for construction projects over 1 acre in size, as well as other efforts. One project the LRRWMO is working on is an assessment of the benefits by having the Rum River dam (which is owned by the City of Anoka). Mr. Haas shared that there will be a BWSR discussion session on July 28 at Elk River Golf Club from 8:30-11:30 am to talk about water issues, the Clean Water Fund, plus numerous other water-related topics. All are invited - this is a good venue to share water issue concerns.

Mr. Thompson announced that the URRWMO is forming a Technical Advisory Committee (TAC) and is looking for members to serve on a Citizens Advisory Committee (CAC). On July 20th a TAC meeting is scheduled for 2:00 pm and a CAC is scheduled for 7:00 pm, both meetings will be held at Oak Grove City Hall. Mr. Fabian noted that a requirement of the WMO is to have a CAC that meets on a regular basis and gives recommendations to the WMO.

Open Discussion

Mr. Schurbon shared that Mille Lacs and Isanti Counties most likely will be sending increasing amounts of drainage water south as a result of cleaning out ditches, which may have the potential to cause flooding and impact water quality at the southern end of the Rum River. Mr. Bettinger thought that the flow rates may change a bit, but not a lot due to the existing culverts which serve as control points for hydrology. Mr. Schurbon responded that lowering and increasing sizes of culverts occurs.

An inventory of culvert locations, sizes, and elevations is not present in many areas. Mr. Schurbon encouraged the URRWMO to communicate concerns of these issues to upstream entities.

Mr. Pilon noted that the draft URRWMO plan includes the words "cities will be required to" in lieu of "the URRWMO will work with member cities." Mr. Thompson stated this is due to BWSR requiring measurable goals and firmer wording for requirements.

Mr. Schwartz noted Statute 8410 had been substantially revised in 2015 and that the challenge is to incorporate these changes into the Plan, along with how to achieve those goals.

Mr. Thompson said the biggest hurdle right now is to get as much input as possible to include in the Plan, with the second hurdle being does it meet code requirements.

It was asked how to reach out to member city residents for their input. To date, MSA has visited with member cities' staff, sent letters and emails to member cities and various agencies requesting input, and posted requests for input on the URRWMO website. Suggestions for individual cities were to include information in its newsletter, post it on its website, include it as an agenda item for a meeting or work session, etc. Chair Denno suggested that MSA contact city public works heads to participate in the technical advisory committee.

It was noted that no one requested meeting attendance via internet live link.

The formal program of the Open House closed at 9:07 pm.

Submitted by,

Gail Gessner, Recording Secretary
7/1/16



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #: 4c

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Acting Chief of Police
SUBJECT: 2016/2017 ISD 15 Contract for School Resource Officer
DATE: JULY 18, 2016

ITEM FOR CONSIDERATION:

For the City of St Francis to enter into a contract with Independent School District 15 for school resource officers for the upcoming 2016/2017 school year.

BACKGROUND:

A contract is entered into each school year between the City of St Francis and Independent School District 15 that provides direction to both the district and city including but not limited to administrative responsibilities, level of service, duties of officers and duration of cost.

RECOMMENDATION:

Asking for council consideration to approve the 2016/2017 Contract for School Resource Officer between the City of St Francis and Independent School District 15

BUDGET IMPACT:

Independent School District 15 shall pay the City of St Francis One Hundred Thirty Two Thousand Nine Hundred and Thirty Six Dollars (\$132,936) during the fiscal year 2016-2017 with payments made on a quarterly basis. The remainder of the officer's wages for the year 2017 are a budgeted item.

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Attachments:

1. Contract

**CONTRACT FOR SCHOOL RESOURCE OFFICER
FOR INDEPENDENT SCHOOL DISTRICT 15
ST. FRANCIS, MINNESOTA
2016-2017**

THIS CONTRACT by and between the City of St. Francis (hereafter referred to as "City") Anoka County, Minnesota and Independent School District 15, (hereafter referred to as "District") Anoka County, Minnesota, is entered into under and by virtue of Minnesota Statutes, Section 471.59 and Section 123B.02.

1. OFFICERS EMPLOYED BY CITY. The City shall provide law enforcement services to the District through the use of police officers who will serve as School Resource Officers. The Officers will be employed by the City and the City shall assume all obligations with regard to worker's compensation, PERA, withholding taxes, insurance and other employment related obligations. The District will not be considered the employer of the officers for any purpose.

2. TERM OF CONTRACT. This contract shall be effective for school year 2016-2017 beginning on September 6, 2016. The school year shall consist of 171 student contact days, for a total of 2,736 hours.

3. ADMINISTRATIVE RESPONSIBILITIES. Law enforcement services rendered to the District shall be at the sole direction of the City Council. Standards of performance, discipline of the Officers assigned and other internal matters, shall be under authority of the Chief of Police of the City. The District shall provide the City with an appraisal of the police liaison service received. This will be done at least annually and will result from a program review conducted by the District's staff.

4. LEVEL OF SERVICE. The City will assign a total of two officers to provide law enforcement services to the High School, Middle School, Crossroads School and Elementary Schools. These services will consist of the officers remaining available and responding to service needs pursuant to this contract that shall only be secondary to the officers greater priority to respond to emergency calls, attend police training and special duties as assigned by the Chief of Police of the City. The normal staffing will be two (2) officers, in the event an assigned officer is absent whether such absence due to vacation, sick or other reasons. The City will assign one

other Police Officer on duty as responsible for meeting its obligations pursuant to this Agreement. The Police Department will provide additional coverage for events that happen outside of normal school hours, such as athletic events, dances at the rate of \$55.00/hour. Reimbursement for additional time will be invoiced separately as it occurs.

5. DUTIES OF OFFICERS. Basic duties of the officers shall be set forth in a job description provided to School Officials by the Chief of Police of the City. The Police Chief and School officials will also meet annually to discuss expectations for officers. In addition, resource officer services for Crossroads School and Vocational Center shall include identified services for students with special needs, eligible under the individuals with Disabilities Education Act (IDEA).

6. CLOTHING, EQUIPMENT AND SUPPLIES. The Officers assigned to the schools will be uniformed officers. The City shall provide required clothing, uniforms, vehicle, necessary equipment and supplies for Officers to perform law enforcement duties.

7. SCHOOL CALENDAR. The District shall provide the City's Police Department with a school calendar on an annual basis.

8. TERMINATION. This agreement shall remain in full force and effect from the date hereof unless terminated by either party upon ninety (90) days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.

9. DURATION AND COST. For and in consideration of the provision of police service in accordance with the terms of this Contract, the District shall pay the City the sums of One Hundred Thirty Two Thousand Nine Hundred and Thirty Six Dollars (\$132,936.00) in fiscal year 2016-2017. Payment shall be made on a quarterly basis.

10. FUNDING LOSS TERMINATION OPTION. In accordance with Minnesota Statute 465.71 the District may elect to cancel this contract if budgeted funds are not available to continue the service in this manner.

11. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

CITY OF ST. FRANCIS

INDEPENDENT SCHOOL DISTRICT 15

By: *T. Allen*

By: *Barbara Juhnke*

Title: *Sergeant*

Title: *Clerk*

By: _____

By: *Michelle*

Title: _____

Title: *Chair*

Dated: _____

Dated: *6-21-14*



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #: 4d

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Acting Chief of Police
SUBJECT: 2016 PATROL Subscription Agreement
DATE: JULY 18, 2016

ITEM FOR CONSIDERATION:

To enter into a subscription agreement with "PATROL" or Peace Officer Accredited Training Online which is run by the League of Minnesota Cities Insurance Trust.

BACKGROUND:

I researched a method for officers in our department to attend monthly training courses which they could complete during a shift and also a way to stay current with new legislation. I learned of "PATROL" or Peace Officer Accredited Training Online. Through PATROL officers can access monthly web-based courses on current legal issues and research on important developments impacting Minnesota law enforcement. The courses are POST board approved and would count towards their continuing education credits which they need to keep their license active. The PATROL method could supplement other off site training courses which would involve officers traveling to other locations, possible overtime and travel reimbursements.

RECOMMENDATION:

Asking for approval to enter into a subscription agreement with PATROL through the remainder of 2016. If the training meets our expectations I would seek approval to renew the subscription in 2017.

BUDGET IMPACT:

To cover all active officers for the remainder of 2016 would amount to \$382.50 which would be paid for by the police departments training budget. One additional officer may be added in the fall for the additional amount of \$42.50 which is a pro-rated amount with the normal fee being \$85.00 per officer for a full calendar year.

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Attachments:

1. NONE

**CITY COUNCIL
AGENDA REPORT**

Agenda Item #: 4e

TO: Joe Kohlmann, City Administrator
FROM: Todd Schwieger, Acting Chief of Police
SUBJECT: Monthly Copier Lease
DATE: July 18, 2016

ITEM FOR CONSIDERATION:

Lease agreement with Metro Sales Inc. for a new Ricoh MP C3504 Copier/Printer/Scanner/Fax/Document Server.

BACKGROUND:

The current Ricoh copy machine used by the police department is approximately five years old and is leased through Metro Sales Inc. The current lease is paid and renewed on a quarterly basis. Staff recently contacted Metro Sales Inc. to address a maintenance issue with the machine. Staff then spoke with a Metro Sales representative who provided information on a new updated machine. The new updated Ricoh copy machine would operate faster for increased productivity by staff. The machine also has new features such as encryption for security, larger capacity paper trays and the capability to print from an SD card or memory stick. Staff agreed that these features would benefit office operations in the police department. The monthly lease for the new machine would provide a cost savings of \$32.06 per month to the police department due to lower contracted maintenance costs. If the machine doesn't meet expectations the lease can be cancelled at any time.

RECOMMENDATION:

Approval to enter into a lease agreement with Metro Sales Inc. for a new copy machine which would bring a cost savings to the police department and increased productivity.

BUDGET IMPACT:

The new lease with Metro sales would replace the former lease which is a budgeted item.

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Attachments:
1. NONE

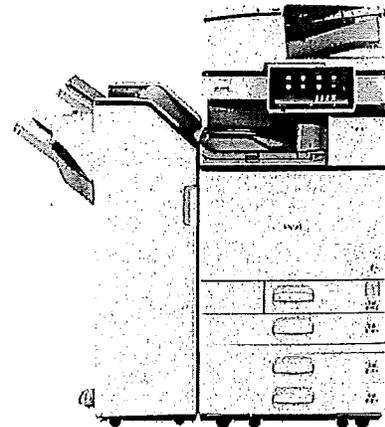
MONTHLY COST COMPARISON ANALYSIS

	CURRENT SITUATION	NEW SOLUTION
MONTHLY COPIER LEASE	\$237.00/MONTH	\$235.00/MONTH
MONTHLY B&W MAINTENANCE CONTRACT	\$61.47/MONTH (3,553 X .0173 = \$61.47)	\$40.86/MONTH (3,553 X .0115 = \$40.86)
MONTHLY COLOR MAINTENANCE CONTRACT	\$42.96/MONTH (537 X .08 = \$42.96)	\$33.51/MONTH (537 X .0624 = \$33.51)
TOTAL PER MONTH	\$341.43/MONTH	\$309.37/MONTH

SAVINGS OF \$32.06/MONTH!

RICOH MP C3504 COPY / PRINT / SCAN / FAX / DOCUMENT SERVER

- RICOH MP C3504: 35 **B&W & COLOR** COPIES/PRINTS PER MINUTE
- SMART OPERATION PANEL
- 220 SHEET SINGLE PASS – TWO SIDED DOCUMENT FEEDER
- AUTOMATIC DUPLEXING, DOCUMENT SERVER
- DOSS AND HDD ENCRYPTION FOR MAXIMUM SECURITY
- (4) 550 SHEET PAPER TRAYS + (1) 100 SHEET BYPASS TRAY
- HYBRID STAPLER + STAPLELESS FINISHER
- MOBILE PRINTING, ENVELOPE PRINTING, BANNER PRINTING
- POSTSCRIPT FOR MAC USERS
- PRINT FROM & SCAN TO USB, MEMORY STICK OR SD CARD
- SCAN TO EMAIL, FOLDER, **COLOR** SCANNING
- BLANK PAGE REMOVAL + TEXT SEARCHABLE PDF'S
- FAX, LAX FAX + FAX FORWARD TO EMAIL



**CITY COUNCIL
AGENDA REPORT**
Agenda Item #: 4f

TO: Paul Teicher, Public Works Director
FROM: Jeremy Shook, Streets/Parks Supervisor
SUBJECT: Routine Bobcat Buyback
DATE: 7/11/2016

ITEM FOR CONSIDERATION:

Bobcat S570 Skid Loader.

BACKGROUND:

It is time to trade our Bobcat Skid Loader for a new one. Each year since the original purchase of the Bobcat, the city has purchased a replacement machine on the Guaranteed Buyback Program offered through a local Bobcat dealer. For approximately \$1500.00 the City would get a new identically equipped machine with a new warranty. This is a huge savings compared to repairs/maintenance and replacement cost that would be required over the machine's life.

COUNCIL ACTION TO BE CONSIDERED:

1. Authorize the trade of our old bobcat Skid Loader for a new Bobcat Skid Loader for \$1500.00 from Crawford's Equipment.
2. Do nothing.

BUDGET IMPLICATION:

This is a budgeted item.

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Attachments:

1. Crawford's Equipment quote.



Bobcat®

Product Quotation

Quotation Number: NEW
Date: 6/20/16

Ship to	Bobcat Dealer	Bill To
CITY OF ST FRANCIS Attn: MR PAUL T 4020 ST FRANCIS BLVD ST FRANCIS MN 55070 Phone: (763) 753 2304 FAX 763 753 9881	Crawford's Equipment, Inc., Cambridge, MN 4898 HWY 95 NW CAMBRIDGE MN 55008 Phone: (763) 689-1794 Fax: (763) 689-3028 ----- Contact: Brian Crawford Phone: 763-691-1794 Fax: 763-689-3028 Cellular: 612-889-0001 E Mail: brian@crawfordsequip.com	BOBCAT COMPANY PO BOX 6000 WEST FARGO ND 58078 PH 701 241 8719 FAX 701 280 7880 CONTACT CRYSTAL STRAM Crystal.stram@doosan.com

Description	Part No	Qty	Price Ea.	Total
S570 T4 Bobcat Skid-Steer Loader 61.0 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights	M0259	1	\$27,434.00	\$27434.00
A91 Option Package Cab enclosure with Heat and AC High Flow Hydraulics Two-Speed Travel Sound Reduction Hydraulic Bucket Positioning	M0259-P01-A91	1	\$6,851.00	\$6851.00
Radio	M0259-R26-C02	1	\$291.50	\$291.00
Strobe Light Kit, Amber	7129301	1	\$297.50	\$297.50
Total of Items Quoted				\$34,873.50
Dealer P.D.I.				
Freight Charges				
BOBCAT TRADE IN BOBCAT S570 A-91				(33,373.50)
Discount DISCOUNT				
Quote Total - US dollars				\$1,500.00

Notes:
STATE MUNI BID FOR CITY OF ST FRANCIS

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.



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

June 30, 2016

City of St. Francis
Attn: Joe Kohlmann
City Administrator
23340 Cree St. NW
St. Francis, MN 55070-9390

RE: Pay Request No. 12
Wastewater Treatment Improvements
St. Francis, Minnesota
BMI Project No.: R21.109015

Dear Mr. Kohlmann:

Please find enclosed three copies of Pay Request No. 12 for the above referenced project. This pay request is primarily for storm water work, heat ventilation air conditioning (HVAC), dry wall work, plumbing and major electrical components. The requested and certified amount is \$1,206,836.00

If you have any questions do not hesitate to call me at 612-840-6068.

Sincerely,

BOLTON & MENK, INC.

Paul Saffert, P. E.
Project Manager

PS/jo

cc: Paul Teicher, City of St. Francis

Enclosures (3 copies, signed Pay Request No. 12)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of St. Francis
 4058 St. Francis Blvd. NW
 St. Francis, MN 55070
 PROJECT: Wastewater Treatment Facility Improvements APPLICATION NO.: 12
 PERIOD TO: 6/1/16 TO 6/24/16
 R21-109015
 CONTRACTOR: Gridor Constr., Inc.
 3990 27th Street SE
 Buffalo, MN 55313
 ENGINEER: Bolton & Menk, Inc.
 7533 Sunwood Drive N.W.
 Ramsey, MN 55303
 SUBSTANTIAL CONTRACT DATE: 09/20/17
 FINAL CONTRACT DATE: 05/19/17
 CONTACT: Paul Saffert

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM.....	\$21,832,300.00		
2. Net change by Change Orders.....	\$0.00		
3. CONTRACT SUM TO DATE (Line 1 + Line 2).....	\$21,832,300.00		
4. TOTAL COMPLETED & STORED TO DATE.....	\$15,250,850.00		
5. RETAINAGE: Securities in Lieu of Retainage			
A. 0% of Completed to Date	\$0.00		
B. 0% of Stored Materials	\$0.00		
Total Retainage	\$0.00		
6. TOTAL EARNED LESS RETAINAGE.....	\$15,250,850.00		
(Line 4 less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$14,044,014.00		
(Line 6 from prior payment)			
8. CURRENT PAYMENT DUE.....	\$1,206,836.00		
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$6,981,450.00		
(Line 3 less Line 6)			

CHANGE ORDER SUMMARY

Total changes approved in previous months by Owner: COs

Total approved this month:

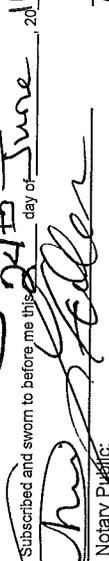
NET CHANGES by Change Order:	TOTALS:	\$0.00	\$0.00
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DEDUCTIONS

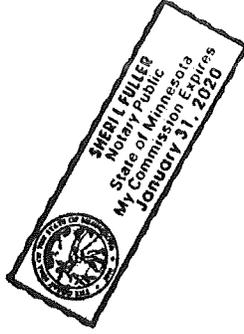
	\$0.00
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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:


 State of Minnesota
 Subscribed and sworn to before me this 21st day of June, 2016

 Notary Public:

1/31/2020
Commission Expiration



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the quality of the Work in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$1,206,836.00

ENGINEER: Bolton & Menk, Inc.

Date: 6/30/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Item No.	Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period	Percent	Amount				
Division 1										
1000.000	Mobilization Insurance & Bonds	\$360,000	\$360,000				\$0	\$360,000	100.0%	\$0
1020.001	General Construction - Allowance	\$250,000	\$38,000	10%	\$25,000		\$29,427	\$92,427	37.0%	\$157,573
1020.002	Utility Service - Allowance	\$25,000					\$0	\$0	0.0%	\$25,000
1020.003	Building Permit - Allowance	\$150,000	\$16,162				\$0	\$16,162	10.8%	\$133,838
Subtotal for	Division 1	\$785,000	\$414,162		\$25,000		\$29,427	\$468,589	59.7%	\$316,411
							check	\$468,589		

Division 2										
2020.000	Biosolids Site Reclamation	\$550,000	\$165,000	3.00%	\$16,500		\$0	\$181,500	33.0%	\$368,500
2060.000	Demolition of Existing Wastewater Treatment Facilities	\$40,000					\$0	\$0	0.0%	\$40,000
2100.000	Site Preparation	\$50,000	\$50,000				\$0	\$50,000	100.0%	\$0
2110.000	Column Foundation Systems - Allowance	\$2,450,000	\$1,985,000	0.41%	\$10,000		\$0	\$1,975,000	80.6%	\$475,000
2120.000	Rammed Aggregate Pier Soils Reinforcement - Allowance						\$0	\$0	0.0%	\$0
2210.000	Finish Grading	\$30,000					\$0	\$0	0.0%	\$30,000
2220.000	Excavating & Backfill	\$1,100,000	\$962,000	2.50%	\$27,500		\$0	\$989,500	90.0%	\$110,500
2221.000	Removing Pavement & Miscellaneous Structures	\$20,000					\$0	\$0	0.0%	\$20,000
2330.000	Excavation & Embankment - Roadway & Pavement	\$30,000					\$0	\$0	0.0%	\$30,000
2370.000	Storm Water Pollution Prevention Plan (SWPPP)	\$30,000	\$27,000	2.50%	\$750		\$0	\$27,750	92.5%	\$2,250
2550.000	Site Utilities	\$1,000,000	\$605,000	6.00%	\$60,000		\$254,912	\$819,912	82.0%	\$180,088
2600.000	Roads, Walks & Curbs	\$150,000					\$0	\$0	0.0%	\$150,000
2813.000	Design Build Irrigation System - Allowance	\$150,000	\$5,000	2.00%	\$3,000		\$0	\$5,000	5.3%	\$142,000
2830.000	Chain Link Fence & Gates	\$15,000					\$0	\$0	0.0%	\$15,000
2835.000	Modular Block Retaining Wall	\$10,000					\$0	\$0	0.0%	\$10,000
2920.000	Soil Preparation, Seeding & Sodding	\$40,000					\$0	\$0	0.0%	\$40,000
2921.000	Prairie Restoration	\$10,000					\$0	\$0	0.0%	\$10,000
Subtotal for	Division 2	\$5,675,000	\$3,679,000.00		\$117,750		\$254,912	\$4,051,662	71.35%	\$1,623,338
							check	\$4,051,662		

Division 3										
3200.000	Concrete Reinforcement - 760 ton	\$1,520,000	\$1,285,920	7.00%	\$106,400		\$30,000	\$1,422,320	93.6%	\$97,680
3300.000	Cast in Place Concrete - 8600 cy	\$3,440,000	\$2,957,440	7.00%	\$240,800		\$0	\$3,198,240	93.0%	\$241,760
3400.000	Precast/ Prestressed Concrete - Tees/ Plank/ Wall Panels	\$1,630,000	\$860,000				\$749,529	\$1,399,529	85.9%	\$230,471
Subtotal for	Division 3	\$6,590,000	\$4,893,360.00		\$347,200		\$779,529	\$6,020,089	91.35%	\$569,911
							check	\$6,020,089		

Item No.	Description of Work	C Scheduled Value	D Work Completed		E Amount	F Material Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	This Period					
			Percent	Amount					
Division 4									
4810.000	Unit Masonry Assemblies	\$0				\$0	\$0	0.0%	\$0
Subtotal for	Division 4	\$0	\$0.00		\$0	\$0	\$0	0.00%	\$0
		check				Check	\$0		\$0
Division 5									
5100.000	Structural Metal	\$30,000		\$25,000		\$5,000	\$30,000	100.0%	\$0
5500.000	Miscellaneous Metal Work	\$140,000		\$20,000		\$77,655	\$137,655	98.3%	\$2,345
5520.000	Handrails & Railings	\$50,000		\$20,000		\$20,000	\$50,000	100.0%	\$0
5521.000	Roof Hatches	\$6,000				\$5,140	\$5,140	85.7%	\$860
Subtotal for	Division 5	\$226,000	\$65,000.00		\$50,000	\$107,795	\$222,795	98.55%	\$3,205
		check				Check	\$222,795		
Division 6									
6100.000	Rough Carpentry	\$10,000		\$4,000		\$0	\$4,000	40.0%	\$6,000
6200.000	Finish Carpentry	\$1,000				\$0	\$0	0.0%	\$1,000
6400.000	Interior Architectural Woodwork	\$1,000				\$0	\$0	0.0%	\$1,000
6410.000	Solids Surface Sills & Thresholds	\$3,000				\$0	\$0	0.0%	\$3,000
Subtotal for	Division 6	\$15,000	\$4,000.00		\$0	\$0	\$4,000	26.67%	\$11,000
		check				Check	\$4,000		
Division 7									
7150.000	Dampproofing	\$5,000		\$4,000		\$0	\$4,000	80.0%	\$1,000
7190.000	Vapor Barrier	\$5,000		\$2,500		\$0	\$2,500	50.0%	\$2,500
7210.000	Building Insulation	\$20,000		\$11,000		\$0	\$11,000	55.0%	\$9,000
7535.000	Fully Adhered Membrane Roof System	\$170,000		\$124,000		\$0	\$124,000	72.9%	\$46,000
7600.000	Fleshing & Sheet Metal Work	\$30,000		\$18,000		\$0	\$18,000	60.0%	\$12,000
7900.000	Caulking & Sealants	\$20,000		\$10,000		\$0	\$10,000	50.0%	\$10,000
Subtotal for	Division 7	\$250,000	\$168,500.00		\$0	\$0	\$168,500	67.80%	\$80,500
		check				Check	\$168,500		
Division 8									
8110.000	Doors & Frames	\$50,000		\$2,000		\$10,000	\$17,000	34.0%	\$33,000
8360.000	Upward Acting Sectional Doors	\$15,000				\$0	\$0	0.0%	\$15,000
8700.000	Hardware	\$30,000				\$10,000	\$10,000	33.33%	\$20,000
8600.000	Glass & Glazing	\$6,000				\$0	\$0	0.0%	\$6,000
Subtotal for	Division 8	\$101,000	\$2,000.00		\$20,000	\$5,000	\$27,000	26.73%	\$74,000
		check				Check	\$27,000		

Item No.	B Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period	Percent	Amount				
Division 9										
9111.000	Non-Load Bearing Steel Framing	\$15,000	\$14,000	6.67%	\$1,000	\$0	\$15,000	100.0%	\$0	
9250.000	Gypsum Drywall	\$25,000		80.00%	\$20,000	\$0	\$20,000	80.0%	\$5,000	
9310.000	Ceramic Tile	\$8,000				\$0	\$0	0.0%	\$8,000	
9500.000	Acoustical Ceiling System	\$6,000				\$0	\$0	0.0%	\$6,000	
9900.000	Wastewater Treatment Facility Painting	\$350,000	\$100,000			\$0	\$100,000	28.6%	\$250,000	
9930.000	Concrete Staining	\$15,000				\$0	\$0	0.0%	\$15,000	
Subtotal for	Division 9	\$419,000	\$114,000.00		\$21,000	\$0	\$135,000	32.22%	\$284,000	
		check				Check	\$135,000			
Division 10										
10110.000	Marker Board	\$1,000				\$0	\$0	0.0%	\$1,000	
10155.000	Toilet Compartment	\$2,300				\$0	\$0	0.0%	\$2,300	
10250.000	Safety Devices	\$4,000				\$0	\$0	0.0%	\$4,000	
10260.000	Wall Surface Protection	\$1,000				\$0	\$0	0.0%	\$1,000	
10400.000	Identifying Devices	\$6,000				\$0	\$0	0.0%	\$6,000	
10800.000	Toilet Accessories	\$2,000				\$0	\$0	0.0%	\$2,000	
Subtotal for	Division 10	\$16,300	\$0.00		\$0	\$0	\$0	0.00%	\$16,300	
		check				Check	\$0			

Item No.	Description of Work	C Scheduled Value	D Work Completed		E Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	This Period					
			Percent	Amount					
Division 11 & 12									
11214.000	Vertical Turbine Pumps	\$160,000				\$149,975	\$149,975	93.7%	\$10,025
11245.000	Polymer Mix/ Feed System - Allowance	\$235,000				\$235,000	\$235,000	100.0%	\$0
11246.000	Carbon Feed System - Allowance					\$0	\$0	0.0%	\$0
11248.000	Ferric Chloride Feed System - Allowance					\$0	\$0	0.0%	\$0
11265.000	Ultraviolet Disinfection - Allowance	\$635,000				\$0	\$0	0.0%	\$635,000
11280.000	Hydraulic Gates	\$30,000	\$30,000			\$0	\$30,000	100.0%	\$0
11310.000	Centrifugal Wastewater Pumps	\$120,000	\$118,000			\$0	\$118,000	98.3%	\$2,000
11311.000	Submersible Centrifugal Pumps	\$110,000				\$103,284	\$103,284	93.9%	\$6,716
11312.000	Recessed Impeller Vortex Pump	\$25,000				\$21,792	\$21,792	87.2%	\$3,208
11316.000	Screw Impeller Centrifugal Pumps	\$25,000	\$24,000			\$0	\$24,000	96.0%	\$1,000
11320.000	Grit Removal System	\$54,000				\$37,406	\$37,406	69.3%	\$16,594
11321.000	Grit Separation System	\$35,000				\$20,000	\$20,000	57.1%	\$15,000
11335.000	Fine Screen	\$90,000				\$78,469	\$78,469	87.2%	\$11,531
11345.000	Chlorination/ Dechlorination Equipment - Allowance					\$0	\$0	0.0%	\$0
11351.000	Clarifier Equipment - Suction Type Clarifier	\$200,000	\$195,000			\$0	\$195,000	97.5%	\$5,000
11373.000	Blower System (PD w/ Enclosure)	\$290,000				\$0	\$0	0.0%	\$290,000
11374.000	Fine Pore Membrane Aeration Equipment	\$95,000				\$66,407	\$66,407	70.0%	\$28,593
11385.000	Coarse Bubble Aeration System	\$95,000				\$61,407	\$61,407	64.6%	\$33,593
11386.000	Rapid Mixers	\$13,000				\$0	\$0	0.0%	\$13,000
11387.000	Submersible Mixers	\$55,000				\$48,581	\$48,581	88.3%	\$6,419
11600.001	Laboratory Equipment	\$46,000				\$0	\$0	0.0%	\$46,000
11600.002	Laboratory Equipment - Allowance	\$25,000				\$0	\$0	0.0%	\$25,000
11630.000	Automatic Sampler	\$39,000				\$0	\$0	0.0%	\$39,000
12300.000	Furnishings - Allowance	\$25,000				\$0	\$0	0.0%	\$25,000
12345.000	Casework	\$30,000				\$0	\$0	0.0%	\$30,000
Subtotal for	Division 11 & 12	\$2,412,000	\$367,000.00		\$0	\$822,321	\$1,189,321	49.31%	\$1,222,679
check									
Division 13									
13125.000	Circular Tank Covers	\$290,000				\$178,516	\$178,516	61.6%	\$111,484
13211.000	Water Storage Tank Disinfection	\$1,000				\$0	\$0	0.0%	\$1,000
13222.000	Filter Underdrain System	\$90,000				\$80,000	\$80,000	88.9%	\$10,000
13226.000	Filter Media & Gravel	\$30,000				\$0	\$0	0.0%	\$30,000
13228.000	Filter Washwater Troughs	\$30,000				\$27,359	\$27,359	91.2%	\$2,641
13662.000	Grating	\$30,000				\$0	\$0	0.0%	\$30,000
Subtotal for	Division 13	\$471,000	\$0.00		\$0	\$285,875	\$285,875	60.70%	\$185,125
check									

Item No.	Description of Work	C Scheduled Value	D From Previous Application	E Work Completed This Period		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
				Percent	Amount				
Division 14									
14300.000	Holding Equipment	\$12,000				\$0	\$0	0.0%	\$12,000
14620.000	Portable Hoist	\$4,000				\$0	\$0	0.0%	\$4,000
Subtotal for	Division 14	\$16,000	\$0.00			\$0	\$0	0.00%	\$16,000
check									
Division 15									
15050.000	Industrial Hose & Fittings	\$6,000				\$0	\$0	0.0%	\$6,000
15060.000	Process Pipe & Pipe Fittings	\$855,000	\$340,000			\$295,588	\$715,588	83.7%	\$139,412
15100.000	Valves	\$400,000	\$125,000			\$230,000	\$395,000	98.8%	\$5,000
15104.000	Electrical Valve Actuators					\$0	\$0	0.0%	\$0
15102.000	Pneumatic Valve Actuators					\$0	\$0	0.0%	\$0
15130.000	Gauges	\$20,000				\$0	\$0	0.0%	\$20,000
15140.000	Supports & Anchors	\$90,000	\$18,000			\$0	\$0	0.0%	\$90,000
15250.000	Mechanical Insulation	\$40,000		5.56%	\$5,000	\$11,353	\$34,353	38.2%	\$5,647
15400.000	Plumbing	\$440,000	\$240,600	18.86%	\$93,000	\$15,000	\$338,600	77.0%	\$101,400
15500.000	Heating/Ventilating & Air Conditioning	\$530,000	\$41,700	6.79%	\$36,000	\$171,663	\$249,363	47.0%	\$280,637
15510.000	Hydronic Heating Systems	\$300,000				\$0	\$0	0.0%	\$300,000
15950.000	HVAC Controls	\$50,000				\$0	\$0	0.0%	\$50,000
15990.000	TAB	\$5,000				\$0	\$0	0.0%	\$5,000
Subtotal for	Division 15	\$2,736,000	\$765,300.00			\$723,604	\$1,732,904	63.34%	\$1,003,096
check									
Division 16									
16010.000	Electrical General Provisions	\$50,000	\$34,000	8.00%	\$4,000	\$0	\$38,000	76.0%	\$12,000
16100.000	Basic Materials & Methods	\$220,000	\$32,800	6.82%	\$15,000	\$0	\$47,800	21.7%	\$172,200
16200.000	Power Generation System	\$200,000				\$0	\$0	0.0%	\$200,000
16400.000	Electrical Distribution	\$250,000	\$31,000	14.00%	\$35,000	\$0	\$66,000	26.4%	\$184,000
16500.000	Lighting	\$90,000	\$4,600			\$70,715	\$75,315	94.1%	\$4,685
16700.000	Special Systems	\$20,000	\$2,000	5.00%	\$1,000	\$0	\$3,000	15.0%	\$17,000
16900.000	Starters & Motor Control	\$250,000	\$25,000	7.60%	\$19,000	\$0	\$44,000	17.6%	\$206,000
16950.001	Instrumentation & Control	\$1,000,000	\$610,000			\$60,000	\$670,000	67.0%	\$330,000
16950.002	Computer - Allowance	\$50,000				\$0	\$0	0.0%	\$50,000
Subtotal for	Division 16	\$2,120,000	\$739,400.00			\$130,715	\$944,115	44.55%	\$1,175,885
check									
Grand Total									
		\$21,832,300	\$11,212,722			\$3,139,178	\$15,250,850	69.85%	\$6,581,450

W.T.F.I. - St. Francis, MN

Stored Materials & Equipment Summary



Oldor Constr., Inc.
3930 27th Street SE
Buffalo, MN 55913

Pay Ref. No. 12
Period Ending: 6/24/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Stored to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
Grand Totals										
1000.000	Mobilization Insurance & Bonds	\$21,632,300								
1020.001	General Construction - Allowance	\$360,000								
1020.002	Utility Service - Allowance	\$230,000	\$39,427			\$39,427		\$10,000	\$10,000	\$29,427
1020.003	Building Permit - Allowance	\$25,000								
Subtotal for Division 1		\$785,000	\$39,427	\$0		\$39,427	\$0	\$10,000	\$10,000	\$29,427

Division 2	Description	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Stored to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
2020.000	Biosolids Site Reclamation	\$550,000								
2050.000	Demolition of Existing Wastewater Treatment Facilities	\$40,000								
2100.000	Site Preparation	\$50,000								
2110.000	Column Foundation Systems - Allowance	\$2,450,000	\$159,030			\$159,030		\$159,030	\$159,030	
2120.000	Rammed Aggregate Pier Soils Reinforcement - Allowance									
2210.000	Finish Grading	\$30,000								
2220.000	Excavating & Backfill	\$1,100,000								
2221.000	Removing Pavement & Miscellaneous Structures	\$90,000								
2350.000	Excavation & Embankment - Roadway & Pavement	\$30,000								
2370.000	Storm Water Pollution Prevention Plan (SWPPP)	\$30,000								
2550.000	Site Utilities	\$1,000,000	\$548,723	\$4,912	Rebar Concrete	\$553,635	\$247,000	\$51,723	\$298,723	\$254,912
2600.000	Roads, Walks & Curbs	\$150,000								
2613.000	Design Build Irrigation System - Allowance	\$150,000	\$280			\$280		\$280	\$280	
2630.000	Chain Link Fence & Gates	\$15,000								
2635.000	Modular Block Retaining Wall	\$10,000								
2920.000	Soil Preparation, Seeding & Sodding	\$40,000								
2921.000	Prairie Restoration	\$10,000								
Subtotal for Division 2		\$5,675,000	\$708,033	\$4,912		\$712,945	\$406,030	\$52,003	\$4,690,033	\$254,912

Division 3	Description	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Stored to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
3200.000	Concrete Reinforcement - 760 ton	\$1,520,000								
3300.000	Cast In Place Concrete - 6600 cu	\$3,400,000	\$818,856			\$818,856		\$24,000	\$788,856	\$30,000
3400.000	Precast/Prestressed Concrete - Ties/Plank/Wall Panels	\$1,650,000	\$1,299,066			\$1,299,066		\$549,527	\$549,527	\$749,529
Subtotal for Division 3		\$6,570,000	\$2,117,922	\$0		\$2,117,922	\$1,314,383	\$24,000	\$1,338,383	\$779,529

Division 4	Description	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Stored to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
4610.000	Unit Masonry Assemblies	\$0								
Subtotal for Division 4		\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 5	Description	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Stored to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
5100.000	Structural Metal	\$30,000	\$5,000			\$5,000				\$5,000
5500.000	Miscellaneous Metal Work	\$140,000	\$117,655			\$117,655		\$40,000	\$40,000	\$77,655
5520.000	Handrails & Railings	\$50,000	\$49,828			\$49,828		\$19,828	\$19,828	\$29,828
5521.000	Roof Hatches	\$6,000	\$5,140			\$5,140		\$5,140	\$5,140	\$5,140
Subtotal for Division 5		\$226,000	\$177,623	\$0		\$177,623	\$19,828	\$50,000	\$69,828	\$107,795

Division 6	Description	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Stored to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
6100.000	Rough Carpentry	\$10,000								
6200.000	Finish Carpentry	\$1,000								
6400.000	Interior Architectural Woodwork	\$1,000								
6410.000	Solid Surface Sills & Thresholds	\$3,000								
Subtotal for Division 6		\$15,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0

W.T.F.I. - St. Francis, MN

Stored Materials & Equipment Summary



Older Conrath, Inc.
3580 27th Street SE
Burleson, MN 56013

Pay Req. No. 12
Period Ending: 6/24/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
Division 7										
7150.000	Dampproofing	\$5,000								
7160.000	Vapor Barrier	\$5,000								
7210.000	Building Insulation	\$20,000								
7535.000	Fully Adhered Membrane Roof System	\$170,000								
7600.000	Flashing & Sheet Metal Work	\$50,000								
7620.000	Sealing & Sealants	\$20,000								
Subtotal for Division 7		\$250,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 8										
8110.000	Doors & Frames	\$50,000	\$11,000			\$11,000	\$1,000	\$5,000	\$6,000	\$5,000
8360.000	Upward Acting Sectional Doors	\$15,000								
8700.000	Hardware	\$30,000								
8900.000	Glass & Glazing	\$6,000								
Subtotal for Division 8		\$107,000	\$11,000	\$0		\$11,000	\$1,000	\$5,000	\$6,000	\$5,000
Division 9										
9111.000	Non-Lead Beating Steel Framing	\$15,000								
9250.000	Stressum Drivwall	\$25,000								
9310.000	Ceramic Tile	\$9,000								
9500.000	Acoustical Ceiling System	\$6,000								
9900.000	Wastewater Treatment Facility Painting	\$350,000								
9930.000	Concrete Staining	\$15,000								
Subtotal for Division 9		\$419,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 10										
10110.000	Marker Board	\$1,000								
10155.000	Toilet Compartment	\$2,800								
10250.000	Safety Devices	\$4,000								
10260.000	Wall Surface Protection	\$1,000								
10400.000	Identifying Devices	\$6,000								
10800.000	Toilet Accessories	\$2,000								
Subtotal for Division 10		\$16,300	\$0	\$0		\$0	\$0	\$0	\$0	\$0
Division 11 & 12										
1124.000	Vertical Turbine Pumps	\$160,000								
11245.000	Polymer Mix Feed System - Allowance	\$235,000				\$149,975			\$149,975	\$149,975
11248.000	Carbon Feed System - Allowance	\$235,000				\$235,000			\$235,000	\$235,000
11248.000	Ferroc Chloride Feed System - Allowance	\$655,000								
11265.000	Ultraviolet Disinfection - Allowance	\$50,000								
11280.000	Hydraulic Gates	\$30,000				\$21,457			\$21,457	\$21,457
11310.000	Centrifugal Wastewater Pumps	\$120,000								
11311.000	Submersible Centrifugal Pumps	\$110,000				\$103,284			\$103,284	\$103,284
11312.000	Recessed Impeller Vortex Pump	\$25,000				\$21,792			\$21,792	\$21,792
11318.000	Screw Impeller Centrifugal Pumps	\$25,000								
11320.000	Grit Removal System	\$54,000				\$37,406			\$37,406	\$37,406
11321.000	Grit Separation System	\$35,000				\$20,000			\$20,000	\$20,000
11355.000	Fine Screen	\$90,000				\$78,469			\$78,469	\$78,469
11345.000	Chlorination/Dechlorination Equipment - Allowance	\$200,000				\$167,535			\$167,535	\$167,535
11351.000	Clarifier Equipment - Suction Type Clarifier	\$290,000								
11374.000	Fine Pore Membrane Aeration Equipment	\$50,000				\$16,407			\$16,407	\$16,407
11385.000	Coarse Bubble Aeration Equipment	\$85,000				\$45,000			\$45,000	\$45,000
11386.000	Rapid Mixers	\$13,000								
11397.000	Submersible Mixers	\$55,581				\$48,581			\$48,581	\$48,581
11600.002	Laboratory Equipment	\$46,000								
11600.002	Laboratory Equipment - Allowance	\$25,000								
11630.000	Automatic Sampler	\$39,000								
12300.000	Furnishings - Allowance	\$25,000								
12346.000	Cesswack	\$30,000								
Subtotal for Division 11 & 12		\$2,417,000	\$593,524	\$477,789		\$1,011,313	\$188,992	\$0	\$188,992	\$522,321

W.T.F.J. - St. Francis, MN

Stored Materials & Equipment Summary



Gilder Const., Inc.
389 27th Street SE
Buffalo, MN 55513

Pay Req. No. 12
Period Ending: 6/24/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored To Date	Installed this month	Total Installed to date	Amount Remaining In Storage
Division 13:									
13128.000	Circular Tank Covers	\$290,000	\$178,516			\$178,516			\$178,516
13211.000	Water Storage Tank Disinfection	\$1,000							
13222.000	Water Storage Tank Disinfection	\$80,000		\$80,000	Wetwash	\$80,000			\$80,000
13225.000	Filter Underdrain System	\$80,000							
13228.000	Filter Media & Gravel	\$80,000							
13228.000	Filter Washwater Troughs	\$80,000		\$27,359	Wetwash	\$27,359			\$27,359
13852.000	Graining	\$30,000							
Subtotal for Division 13		\$471,000	\$178,516	\$107,359		\$285,875	\$0	\$0	\$285,875
Division 14:									
14300.000	Lifting Equipment	\$12,000							
14620.000	Portable Hoist	\$4,000							
Subtotal for Division 14		\$16,000	\$0	\$0		\$0	\$0	\$0	\$0
Division 15:									
15050.000	Industrial Hoses & Fittings	\$5,000							
15060.000	Process Pipe & Pipe Fittings	\$65,000	\$570,281	\$5,588		\$575,869	\$48,281	\$280,281	\$295,588
15100.000	Valves	\$400,000	\$339,180			\$339,180	\$39,180	\$109,180	\$230,000
15101.000	Electrical Valve Actuators								
15102.000	Pneumatic Valve Actuators								
15103.000	Gauges	\$20,000							
15140.000	Supports & Anchors	\$80,000	\$10,651	\$702	Other C Components	\$11,353			\$11,353
15250.000	Mechanical Insulation	\$40,000							
15400.000	Plumbing	\$440,000	\$15,000			\$15,000			\$15,000
15500.000	Heating/Ventilating & Air Conditioning	\$530,000	\$171,663			\$171,663			\$171,663
15510.000	Hydronic Heating Systems	\$300,000							
15550.000	HVAC Controls	\$50,000							
15990.000	TAB	\$5,000							
Subtotal for Division 15		\$2,735,000	\$1,106,775	\$6,290		\$1,113,065	\$87,461	\$389,481	\$723,604
Division 16:									
16010.000	Electrical General Provisions	\$50,000							
16100.000	Basic Materials & Methods	\$220,000							
16200.000	Power Generation System	\$200,000							
16400.000	Electrical Distribution	\$250,000							
16500.000	Lighting	\$80,000	\$70,715			\$70,715			\$70,715
16700.000	Special Systems	\$20,000							
16800.000	Starters & Motor Control	\$250,000							
16850.001	Instrumentation & Control	\$1,000,000	\$60,000			\$60,000			\$60,000
16850.002	Computer - Allowance	\$50,000							
Subtotal for Division 16		\$2,120,000	\$60,000	\$0		\$60,000	\$0	\$0	\$138,715
Grand Totals									
		\$21,832,300	\$4,992,810	\$536,350		\$5,529,160	\$228,464	\$2,460,687	\$3,139,178



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #: 4i

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: **Bill List to be considered by Council**
DATE: 07-12-2016

ITEM FOR CONSIDERATION:

Attached are the bills received since the last council meeting. Total checks to be written are \$131,759.99 plus any additional bills that are handed out on Wednesday night. There are bonds payments due of \$238,424.02 and Gridor payment #12 \$1,206,836.00. Also are the ACH Payments from June of \$160,730.17.

BACKGROUND:

City's accounts payable bill listing is approved at each council meeting. Payroll and ACH transfers are approved after month end.

ACTION BE TO CONSIDERED:

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

BUDGET IMPLICATION:

City bills

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Attachments:

1. 07-18-2016 Packet List
2. 07-18-2016 ACH Withdrawals

Note: Additional bills will be handed out at the meeting.

CITY OF ST. FRANCIS
7/18/2016

Checks cut since last Council Meeting

Check Number	Check Date	Payee	Description	Amount
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TOTAL 0.00

Disbursements via Debits to 4M Account

Payee	Description	Amount
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US Bank	2012 Bonds	140,643.39
Northland	2015 Bonds	18,615.00
Northland	2010 Bonds	20,185.63
Northland	2007 Bonds	58,980.00
Gridor Pay Request	Payment #12	1,206,836.00

TOTAL 1,445,260.02

Disbursements via Debits to Checking Account

Payee	Description	Amount
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FWT	Payroll	20,668.78
PERA	Payroll	14,944.58
VOYA	Payroll	1,435.00
ICMA	Payroll	538.51
State Tax	Payroll	4,076.19
MSRS	Payroll	649.12
First Data	Liquor CC Fees	2,727.35
Visa	Visa Payment	6,317.20
Cayan	Liquor CC Fees	39.90
Village Bank	NSF Check	379.00
Federal Tax	Payroll	21,777.92
PERA	Payroll	16,335.41
VOYA	Payroll	1,435.00
ICMA	Payroll	564.17
State Tax	Payroll	4,233.74
MSRS	Payroll	720.12
MN Department of Revenue	Sales Tax	18,430.00
Federal Tax	Payroll	1,453.77
PERA	Payroll	540.00
State Tax	Payroll	120.58
Child support	Payroll	88.66
Village Bank	NSF Check	279.75
Village Bank	NSF Check	404.00
Federal Tax	Payroll	18,849.33
PERA	Payroll	16,108.43
VOYA	Payroll	1,435.00
ICMA	Payroll	550.58
State Tax	Payroll	3,630.87
MSRS	Payroll	704.30
Federal Tax	Payroll	712.12
State Tax	Payroll	203.94
Village Bank	June Fees	132.40
PSN	CC Fees	244.45
TOTAL		<u>160,730.17</u>



PAYMENT BATCH AP 07-18-16

ACE CESSPOOL, LLC

07/01/2016	.0716	E 602-49490-229	Project Repair & Maintenance	LIBRARY SERVICE MANHOLE	250.00
					<u>\$250.00</u>

ACE SOLID WASTE, INC.

07/01/2016	1895603	E 101-42110-384	Refuse/Garbage Disposal		67.27
07/01/2016	1895603	E 101-42210-384	Refuse/Garbage Disposal		36.38
07/01/2016	1895603	E 101-43100-384	Refuse/Garbage Disposal		16.81
07/01/2016	1895603	E 101-43100-384	Refuse/Garbage Disposal		47.14
07/01/2016	1895603	E 101-43210-384	Refuse/Garbage Disposal		44.42
07/01/2016	1895603	E 101-45200-384	Refuse/Garbage Disposal		47.14
07/01/2016	1895603	E 101-45200-384	Refuse/Garbage Disposal		16.82
07/01/2016	1895603	E 601-49440-384	Refuse/Garbage Disposal		67.35
07/01/2016	1895603	E 601-49440-384	Refuse/Garbage Disposal		16.82
07/01/2016	1895603	E 602-49490-384	Refuse/Garbage Disposal		67.34
07/01/2016	1895603	E 602-49490-384	Refuse/Garbage Disposal		16.82
07/01/2016	1895603	E 609-49750-384	Refuse/Garbage Disposal		144.67
					<u>\$588.98</u>

AIRGAS NORTH CENTRAL

06/30/2016	9937109077	E 101-43100-217	Other Operating Supplies	RENTAL	11.16
06/30/2016	9937109077	E 101-43210-217	Other Operating Supplies	RENTAL	11.16
06/30/2016	9937109077	E 101-45200-217	Other Operating Supplies	RENTAL	11.16
06/30/2016	9937109077	E 601-49440-217	Other Operating Supplies	RENTAL	11.16
06/30/2016	9937109077	E 602-49490-217	Other Operating Supplies	RENTAL	11.16
					<u>\$55.80</u>

ANOKA COUNTY CENTRAL COMM.

06/28/2016	2016053	E 402-42110-580	C-O-L Other Equipment	PORTABLE RADIO AND CONTRA	3,885.75
06/29/2016	2016-273	E 101-42110-321	Telephone	4 G WIRELESS	245.07
					<u>\$4,130.82</u>

ANOKA COUNTY TREASURY DEPT.

07/07/2016	B160707P	E 101-42110-321	Telephone	BROADBAND	37.50
07/07/2016	B160707P	E 101-42210-321	Telephone	BROADBAND	37.50
07/07/2016	B160707P	E 101-43100-321	Telephone	BROADBAND	37.50
07/07/2016	B160707P	E 101-45200-321	Telephone	BROADBAND	37.50
07/07/2016	B160707P	E 601-49440-321	Telephone	BROADBAND	37.50
07/07/2016	B160707P	E 602-49490-321	Telephone	BROADBAND	37.50
					<u>\$225.00</u>

ARTISAN BEER COMPANY

07/07/2016	3111675	E 609-49751-252	Beer For Resale	BEER	96.00
					<u>\$96.00</u>

ASPEN MILLS

06/29/2016	183205	E 101-42110-437	Uniform Allowance	UNIFORM BULERA	54.65
					<u>\$54.65</u>

BERNICK COMPANIES, THE

07/01/2016	144363	E 609-49751-252	Beer For Resale	BEER	332.10
07/01/2016	144363	E 609-49751-255	N/A Products	NA	17.55
					<u>\$349.65</u>

BGS (BARNA GUZY)

06/30/2016	159952	E 101-41600-312	Criminal Legal Fees	PROSECUTION	5,000.00
06/30/2016	160085	E 101-41600-304	Civil Legal Fees	MUNICIPAL	8,885.76

06/30/2016	160086	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	1,363.50
06/30/2016	160087	E 101-41600-304	Civil Legal Fees	FRANCHISES	729.00
06/30/2016	160287	G 803-22139	Esc-Rum River Terrace	RUM RIVER TERRACE	1,260.00
06/30/2016	160288	G 803-22141	Emmerich-Tamarack subdivision	EMMERICH-TAMMARACK	84.00
					<u>\$17,322.26</u>

BRAUN INTERTEC CORPORATION

06/23/2016	B061931	G 602-16500	Construction in Progress	2015 BRIDGE STREET UTILITY I	4,441.25
					<u>\$4,441.25</u>

BREAKTHRU BEVERAGE

06/30/2016	1080492615	E 609-49751-206	Freight and Fuel Charges	FREIGHT	26.09
06/30/2016	1080492615	E 609-49751-251	Liquor For Resale	LIQUOR	1,512.21
06/30/2016	1080492615	E 609-49751-253	Wine For Resale	WINE	120.00
07/07/2016	10804495548	E 609-49751-252	Beer For Resale	BEER	221.40
07/07/2017	108495547	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.16
07/07/2017	108495547	E 609-49751-251	Liquor For Resale	LIQUOR	490.06
					<u>\$2,375.92</u>

BUREAU OF CRIM APPREHENSION

06/30/2016	00000298294	E 101-42110-311	Contract	CJDN UNIT	270.00
					<u>\$270.00</u>

COCA COLA REFRESHMENTS

06/28/2016	0108207204	E 609-49751-254	Miscellaneous Merchandise	MISC	467.85
					<u>\$467.85</u>

COUNTY MARKET - CITY ACCOUNT

07/01/2016	.0716	E 101-42210-212	Motor Fuels	FUEL	237.36
					<u>\$237.36</u>

COURIER, THE

07/06/2016	84100	E 101-43210-439	Recycling Days	RECYCLING AD	118.00
					<u>\$118.00</u>

CRYSTAL SPRINGS ICE

06/28/2016	002.B000318	E 609-49751-254	Miscellaneous Merchandise	MISC	73.24
07/02/2016	003.B000154	E 609-49751-254	Miscellaneous Merchandise	MISC	252.96
07/04/2016	003.B000195	E 609-49751-254	Miscellaneous Merchandise	MISC	99.22
07/09/2016	003.B000280	E 609-49751-254	Miscellaneous Merchandise	MISC	127.88
					<u>\$553.30</u>

DAHLHEIMER DIST. CO. INC.

06/29/2016	1204729	E 609-49751-252	Beer For Resale	BEER	10,414.60
06/29/2016	1204729	E 609-49751-254	Miscellaneous Merchandise	MISC	264.00
06/29/2016	1204729	E 609-49751-255	N/A Products	NA	16.80
06/30/2016	128637	E 609-49751-252	Beer For Resale	BEER	2,352.00
07/07/2016	128671	E 609-49751-252	Beer For Resale	BEER	7,055.65
07/07/2016	128671	E 609-49751-254	Miscellaneous Merchandise	MISC	474.00
07/07/2016	128671	E 609-49751-255	N/A Products	NA	16.80
					<u>\$20,593.85</u>

DE LAGE LANDEN

07/09/2016	50764401	E 101-42110-200	Office Supplies	COPIER	237.00
					<u>\$237.00</u>

DETROIT LAKE FIRE DEPARTMENT

06/11/2016	100	E 101-42210-433	Dues and Subscriptions	MSFDA CONF. TRAINING	175.00
					<u>\$175.00</u>

ECM PUBLISHERS, INC.

07/01/2016	372659	G 803-22142	ESC-BL Holdings-Rum River 2	RUM RIVER BLUFFS	75.25
					<u>\$75.25</u>

EMPIRE PIPE SERVICES

		G 601-20810	Sales Tax Payable	REFUND WATER	5.27
		R 601-37100	Water Sales	REFUND WATER	73.92

					\$79.19
FERRELLGAS					
06/26/2016	5003186338	E 101-45200-212	Motor Fuels	PROPANE	24.00
					\$24.00
GRAINGER, INC.					
06/30/2016	9154700570	E 101-42210-217	Other Operating Supplies	GAS CYLINDER	63.20
06/30/2016	9154700570	E 101-43100-217	Other Operating Supplies	GAS CYLINDER	63.20
06/30/2016	9154700570	E 101-45200-217	Other Operating Supplies	GAS CYLINDER	63.20
06/30/2016	9154700570	E 601-49440-217	Other Operating Supplies	GAS CYLINDER	63.20
06/30/2016	9154700570	E 602-49490-217	Other Operating Supplies	GAS CYLINDER	63.20
					\$316.00
GRANITE CITY JOBBING CO.					
06/28/2016	13067	E 609-49750-210	Operating Supplies	OPERATING	42.89
06/28/2016	13067	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
06/28/2016	13067	E 609-49751-254	Miscellaneous Merchandise	MISC	27.42
06/28/2016	13067	E 609-49751-256	Tobacco Products For Resale	TOBACCO	908.23
06/28/2016	13067	G 101-20810	Sales Tax Payable	USE TAX	(0.96)
07/06/2016	14041	E 609-49750-210	Operating Supplies	OPERATING	78.52
07/06/2016	14041	E 609-49751-206	Freight and Fuel Charges	FRIEGHT	4.25
07/06/2016	14041	E 609-49751-254	Miscellaneous Merchandise	MISC	4.44
07/06/2016	14041	E 609-49751-256	Tobacco Products For Resale	TOBACCO	775.01
					\$1,844.05
HAWKINS, INC.					
06/28/2016	3907730	E 601-49440-216	Chemicals and Chem Products	CHEMICALS	6,427.25
					\$6,427.25
INNOVATIVE OFFICE SOLUTIONS, L					
06/03/2016	IN1172173	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	138.29
06/30/2017	IN1233914	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	213.22
					\$351.51
INTERNAT L INST OF MUNI CLERKS					
07/01/2016	.0716	E 101-41400-433	Dues and Subscriptions	MEMBERSHIP	155.00
					\$155.00
JJ TAYLOR DISTRIBUTING					
06/29/2016	2544059	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
06/29/2016	2544059	E 609-49751-252	Beer For Resale	BEER	1,713.55
07/07/2016	2544087	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
07/07/2016	2544087	E 609-49751-252	Beer For Resale	BEER	2,078.10
					\$3,797.65
JOHNSON BROS WHLSE LIQUOR					
06/29/2016	5478359	E 609-49751-206	Freight and Fuel Charges	FREIGHT	252.32
06/29/2016	5478359	E 609-49751-251	Liquor For Resale	LIQUOR	11,893.10
06/29/2016	5478360	E 609-49751-206	Freight and Fuel Charges	FREIGHT	12.16
06/29/2016	5478360	E 609-49751-253	Wine For Resale	WINE	363.00
07/01/2016	581133	E 609-49751-206	Freight and Fuel Charges	FREIGHT	(0.13)
07/01/2016	581133	E 609-49751-251	Liquor For Resale	LIQUOR	(13.46)
07/07/2016	5485247	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.08
07/07/2016	5485247	E 609-49751-251	Liquor For Resale	LIQUOR	626.12
07/07/2016	5485248	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
07/07/2016	5485248	E 609-49751-253	Wine For Resale	WINE	32.00
					\$13,172.71
JOHNSON, JEFFREY					
07/11/2016	.0716	G 803-22000	Deposits	REFUND ESCROW	200.00
					\$200.00
KENNEDY & GRAVEN					
07/08/2016	.070816	E 601-47000-630	Cost of Issuance	2016 BONDS	720.00
07/08/2016	.070816	E 602-47000-630	Cost of Issuance	2016 BONDS	5,280.00
					\$6,000.00

LMC INSURANCE TRUST

06/29/2016	53597	E 101-41400-360	Insurance	ADD FIREWORKS	250.00
06/29/2016	C0022820	E 101-42110-360	Insurance	CLAIM 2013	500.00
07/01/2016	C0043194	E 101-42110-160	Work Comp Insurance	DEDUCTIBLE	391.05
					\$1,141.05

MCDONALD DIST CO.

06/30/2016	282501	E 609-49751-252	Beer For Resale	BEER	8,124.97
06/30/2016	282501	E 609-49751-255	N/A Products	NA	39.30
07/07/2016	284632	E 609-49751-252	Beer For Resale	BEER	6,659.90
07/07/2016	284632	E 609-49751-255	N/A Products	NA	152.50
					\$14,976.67

MIDCONTINENT COMMUNICATIONS

07/02/2016	.0716	E 101-41940-321	Telephone	CITY HALL	36.22
07/02/2016	.0716	E 101-42110-321	Telephone	Police	53.04
07/02/2016	.0716	E 101-43100-321	Telephone	Public Works	53.04
07/02/2016	.0716	E 601-49440-321	Telephone	WATER	300.00
07/02/2016	.0716	E 609-49750-321	Telephone	LIQUOR STORE	150.00
					\$592.30

NIH HOMES

07/07/2016	.0716	G 803-22000	Deposits	REFUND ESCROW	2,500.00
					\$2,500.00

NORTH STAR TOWING, INC

07/07/2016	48535	E 101-42210-221	Vehicle Repair & Maintenance	FIRE TRUCK TOW	250.00
					\$250.00

NORTHLAND TRUST SERVICES, INC.

06/30/2016	5962	E 601-47000-630	Cost of Issuance	BOND PAYMENT	90.00
06/30/2016	5962	E 602-47000-630	Cost of Issuance	BOND PAYMENT	660.00
					\$750.00

NORTHWEST ASSOC. CONSULTANTS

07/05/2016	22426	E 101-41910-311	Contract	CITY PROJECTS	2,755.44
07/05/2016	22427	E 101-41910-311	Contract	MEETINGS	200.00
07/05/2016	22428	G 803-22137	Esc-TCO-Assited Living Facility	TRANSITIONAL CARE FACILITY	253.50
07/05/2016	22428	G 803-22139	Esc-Rum River Terrace	RUM RIVER TERRACE	692.25
07/05/2016	22428	G 803-22141	Emmerich-Tamarack subdivision	TAMARAK MINOR SUBDIVISION	970.92
07/05/2016	22428	G 803-22142	ESC-BL Holdings-Rum River 2	RUM RIVER BLUFFS	487.50
07/05/2016	22428	G 803-22143	Lee Subdivision	LEE MINOR SUBDIVISION	585.00
					\$5,944.61

OREILLY AUTO PARTS

06/29/2016	1539-463433	E 101-42210-221	Vehicle Repair & Maintenance	TANKER 1	8.02
					\$8.02

PACE ANALYTICAL SERVICES

06/30/2016	161266701	E 602-49490-313	Sample Testing	SAMPLE TESTING	52.00
					\$52.00

PAUSTIS WINE COMPANY

06/27/2016	8553035	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.00
06/27/2016	8553035	E 609-49751-253	Wine For Resale	WINE	809.01
					\$819.01

PHILLIPS WINE & SPIRITS CO.

06/29/2016	2001305	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.08
06/29/2016	2001305	E 609-49751-251	Liquor For Resale	LIQUOR	541.06
06/29/2016	2001306	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.80
06/29/2016	2001306	E 609-49751-253	Wine For Resale	WINE	555.40
07/07/2016	2005789	E 609-49751-206	Freight and Fuel Charges	BEER	11.40
07/07/2016	2005789	E 609-49751-253	Wine For Resale	WINE	672.00
07/07/2016	2005790	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
07/07/2016	2005790	E 609-49751-254	Miscellaneous Merchandise	MISC	41.95
07/07/2016	255005788	E 609-49751-206	Freight and Fuel Charges	FUEL	34.96
07/07/2016	255005788	E 609-49751-251	Liquor For Resale	LIQUOR	3,627.60

\$5,514.77

ROYAL SUPPLY

07/07/2016	19121	E 101-41940-210	Operating Supplies	SUPPLIES	46.05
07/07/2016	19121	E 101-42110-217	Other Operating Supplies	SUPPLIES	92.11
07/07/2016	19121	E 101-43100-217	Other Operating Supplies	SUPPLIES	46.05
07/07/2016	19121	E 101-45200-217	Other Operating Supplies	SUPPLIES	46.05
07/07/2016	19121	E 601-49440-217	Other Operating Supplies	SUPPLIES	46.05
07/07/2016	19121	E 602-49490-217	Other Operating Supplies	SUPPLIES	46.09
					<u>\$322.40</u>

SEMLER HOMES

07/07/2016	.0716	G 803-22000	Deposits	REFUND ESCROW	2,800.00
					<u>\$2,800.00</u>

SOUTHERN GLAZERS OF MN

07/07/2016	1428028	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.77
07/07/2016	1428028	E 609-49751-251	Liquor For Resale	LIQUOR	2,155.79
					<u>\$2,174.56</u>

SOUTHERN WINE & SPIRITS OF MN

06/30/2016	1425607	E 609-49751-206	Freight and Fuel Charges	FREIGHT	35.52
06/30/2016	1425607	E 609-49751-251	Liquor For Resale	LIQUOR	4,457.90
06/30/2016	1425608	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.56
06/30/2016	1425608	E 609-49751-253	Wine For Resale	WINE	92.00
					<u>\$4,587.98</u>

STERICYCLE, INC

07/01/2016	4006410273	E 101-42110-311	Contract	MEDICAL WASTE	43.33
					<u>\$43.33</u>

SYNOVIA SOLUTIONS

07/01/2016	5930	E 101-43100-311	Contract	LEASE ON GPS	45.79
07/01/2016	5930	E 101-45200-311	Contract	LEASE ON GPS	45.79
07/01/2016	5930	E 601-49440-311	Contract	LEASE ON GPS	45.79
07/01/2016	5930	E 602-49490-311	Contract	LEASE ON GPS	45.81
					<u>\$183.18</u>

TURTLE RIDGE TOWNHOMES

E 250-49200-444	Refund & Reimbursement	FINAL PAYMENT TIF	3,897.29
			<u>\$3,897.29</u>

WINE MERCHANTS

06/29/2016	7088053	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
06/29/2016	7088053	E 609-49751-253	Wine For Resale	WINE	216.00
					<u>\$217.52</u>

\$131,759.99

FUND SUMMARY

101 GENERAL FUND	\$23,355.93
250 TURTLE RIDGE TIF	\$3,897.29
402 CAPITAL EQUIPMENT	\$3,885.75
601 WATER FUND	\$7,904.31
602 SEWER FUND	\$10,971.17
609 MUNICIPAL LIQUOR FUND	\$71,837.12
803 ESCROW	\$9,908.42
Total	<u>131,759.99</u>



NORTHWEST ASSOCIATED CONSULTANTS, INC.

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

PLANNING MEMO

TO: St. Francis City Council

FROM: Nate Sparks, Consulting Planner

DATE: July 13, 2016

RE: Rum River Bluffs 2nd Addition Final Plat, Easement Vacation, and Development Agreement

Background

BL Holdings LLC has made an application for a final plat for Rum River Bluffs 2nd Addition. Associated with the final plat is an easement vacation and development agreement. The plat is to allow for 39 single family residential lots.

A final plat is the final approval necessary for the creation of new parcels to be sold. The final plat is required to be reviewed by the City Council for consistency with the preliminary plat approval.

Rum River Bluffs Development

In 2004, the City approved a Planned Unit Development plan and preliminary plat for Rum River Bluffs. The plan called for 91 single family lots and 24 detached townhomes. The development was considered to be a PUD due to the inclusion of the detached townhomes in the center of the plan. In 2006, the City approved the final plan of the PUD and the final plat of Rum River Bluffs, which platted 52 single family houses and 24 detached townhomes. The request now is to plat the 39 remaining preliminarily approved single family lots. The property being platted is Outlot A of Rum River Bluffs.

Zoning / Comprehensive Plan Amendment

The property is part of the Rum River Bluffs Planned Unit Development approved in 2004. The plat is zoned PUD but defers to the R-2, Single Family Residential District standards. The lot configuration and setbacks were approved with the PUD. Front yard setbacks are required to be 35 feet. The property is also within the Rum River District and the DNR reviewed and approved the preliminary plat and PUD.

Installed Utilities/Easement Vacation

In 2009, the City installed water and sewer mains in this portion of the project. The utilities are located within an easement on Outlot A that is being replaced by platted right-of-way. Therefore, the applicant is requesting the easement be vacated.

The City and the property owner made an assessment agreement to cover the payment of this utility installation project. The agreement stated that the costs would be due in 2019 or when the property is

developed. In 2010 the agreement was clarified to take the estimated costs and divide it into an assessment for each anticipated lot within the development. The applicant has requested that terms of this agreement be carried forward. This is represented in the development agreement. The lots will require payment of the assessment upon time of sale or in 2019, whichever is first.

The utilities not installed as part of this earlier project are proposed to be installed, at this time.

Transportation

Roads are stubbed to the site through the Rum River Bluffs 1st Addition. As part of this project, it is required for turn lanes to be installed on Rum River Blvd. Roads are stubbed from this development to the property to the north for future development.

Sidewalks are proposed along Vintage St, 235th Lane, and Underclift St. A trail is proposed along Quay Street. These improvements are consistent with what was proposed in the preliminary plat.

Grading & Drainage

The grading plan was approved with the preliminary plat. There are wetlands adjacent to and within the site that have been delineated. Easement buffers are provided.

Park Dedication

In this portion of the plat, the City opted to require cash-in-lieu of parkland dedication at the time of preliminary plat. The current park fee is \$2500 per unit.

Development Agreement

A draft development agreement is included. Letters of credit for infrastructure construction are required.

Request Review

When considering a final plat and final plan PUD, the City Council must determine that the final plat and plan are consistent with the terms of the preliminary plat and development stage (preliminary) plan approval. In this instance, it appears that the proposed lots and overall development are generally consistent with the approved preliminary plat and plan.

Recommendation

If the Council finds the final plat to be consistent with the preliminary plat approval, it would be recommended to consider the resolutions approving the final plat and easement vacation and then the developer's agreement. The easement vacation requires a public hearing. It is recommended that the final plat be approved with the following conditions:

1. The Applicant shall enter into a development agreement, as drafted by the City, which shall include the requirements described below as well as other relevant requirements of City ordinance or policy as may be modified by the City Attorney.
2. The Applicant shall address the comments of the City Engineer in the letter dated July 5, 2016.

3. The Applicant shall provide the City a letter of credit or other such securities to ensure completion of the proposed subdivision improvements.
4. The Applicant shall install the improvements within the property as shown on the plans reviewed as part of this application, except as may be modified herein, in the development agreement, or by the City Engineer.
5. All lots shall be subject to current City regulations related to landscaping.
6. Turn lanes shall be installed on Rum River Blvd in a manner approved by the City Engineer and Anoka County.
7. The Applicant shall pay a park dedication fee of \$97,500 in-lieu of park land dedication.
8. All comments by the City Attorney related to title issues and recording procedures shall be followed.
9. All deferred assessments related to the installation of improvements within the Property shall be the responsibility of the Applicant.
10. This final plat shall be recorded within 90 days of the date of this resolution or this approval shall be considered void, unless a written request for a time extension is submitted by the Applicant within said 90 days and approved by the City Council.
11. All fees incurred by the City regarding the processing and review of this application shall be paid by the Applicant, including but not limited to, the drafting and review of relevant agreements and documents and the review of construction plans.

Action Requested

1. Adopt Resolution 2016-35 Approving Final Plat (as conditioned)
2. Hold public hearing and adopt Resolution 2016-36 Vacating Easement related the Final Plat
3. Approve Developer's Agreement

Attached:

Res 2016-35: Approving Final Plat

Res 2016-36: Vacation of Easement

Developer's Agreement



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

July 5, 2016

Nate Sparks
NAC
4800 Olson Memorial Highway
Suite 202
Golden Valley, MN 55422

RE: Rum River Bluffs 2nd Addition
City St. Francis, Minnesota
BMI Project No. R18.112056

Dear Nate:

We have reviewed the final plat documents submitted on the above referenced project as well as the construction plans dated 6/9/2016 and have the following comments:

1. The applicant shall submit turn lane construction plans for review of the City of St. Francis.
2. The Developer shall be responsible for obtaining the necessary permits as required by Anoka County for the turn lane construction.
3. In addition to the SWPPP submitted for the project, the applicant shall submit erosion control plans including BMPs such as inlet protection, erosion control blanket, sod, and rip-rap, etc.
4. Pedestrian ramps shall be constructed to existing MnDOT and PROWAG standards.
5. Catch Basin No. 2 shall be constructed with a sump a minimum of 3-feet in depth.
6. The Developer shall be responsible for obtaining an NPDES Phase II permit and satisfying all requirements of the permit.
7. The Developer shall obtain all applicable sanitary sewer extension and watermain extension permits.
8. The Developer shall enter into a Development Agreement with the City of St. Francis prior to the final plat being filed with Anoka County for any construction at the site.
9. The Developer shall submit a signage plan for review and approval of the City of St. Francis.
10. The Developer shall submit a lighting plan for review and approval of the City of St. Francis.
11. The Developer shall submit a landscaping plan for review and approval of the City of St. Francis.
12. All construction shall be in accordance with the City of St. Francis standards.



Mr. Sparks
July 5, 2015
Page 2

We recommend final plat approval contingent on the above-mentioned comments and those comments as submitted by other City staff.

If you have any questions, please feel free to call.

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink, appearing to read 'JAV', is written over the printed name of Jared Voge.

Jared Voge, P.E.
City Engineer

JAV/kg

Cc: Larry Olson, LSJ Engineering, Inc.

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

RESOLUTION 2016-35

**A RESOLUTION APPROVING A FINAL PLAT FOR RUM RIVER BLUFFS 2ND
ADDITION**

WHEREAS, the City of St. Francis received a request from BL Holdings, LLC (“the Applicant”) for approval of a final plat for Rum River Bluffs 2nd Addition; and

WHEREAS, the Property to be platted is legally described as:

Outlot A, Rum River Bluffs

WHEREAS, the Applicant is seeking to plat the Property into 39 single family lots; and

WHEREAS, the Property is zoned PUD, Planned Unit Development with an underlying zoning district of R-2, Single Family Residential; and

WHEREAS, the St. Francis City Council approved the Preliminary Plat and Planned Unit Development for Rum River Bluffs on December 14, 2004; and

WHEREAS, the City Council reviewed the final plat for Rum River Bluffs 2nd Addition at the July 18, 2016 meeting; and

WHEREAS, the City Council has found that, subject to the terms and conditions contained herein, the plat is substantially consistent with the approved preliminary plat, the Rum River Bluffs planned unit development, and the requirements of the City’s subdivision regulations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the final plat of Rum River Bluffs 2nd Addition with the following conditions:

1. The Applicant shall enter into a development agreement, as drafted by the City, which shall include the requirements described below as well as other relevant requirements of City ordinance or policy as may be modified by the City Attorney.
2. The Applicant shall address the comments of the City Engineer in the letter dated July 5, 2016.
3. The Applicant shall provide the City a letter of credit or other such securities to ensure completion of the proposed subdivision improvements.

4. The Applicant shall install the improvements within the property as shown on the plans reviewed as part of this application, except as may be modified herein, in the development agreement, or by the City Engineer.
5. All lots shall be subject to current City regulations related to landscaping.
6. Turn lanes shall be installed on Rum River Blvd in a manner approved by the City Engineer and Anoka County.
7. The Applicant shall pay a park dedication fee of \$97,500 in-lieu of park land dedication.
8. All comments by the City Attorney related to title issues and recording procedures shall be followed.
9. All deferred assessments related to the installation of improvements within the Property shall be the responsibility of the Applicant.
10. This final plat shall be recorded within 90 days of the date of this resolution or this approval shall be considered void, unless a written request for a time extension is submitted by the Applicant within said 90 days and approved by the City Council.
11. All fees incurred by the City regarding the processing and review of this application shall be paid by the Applicant, including but not limited to, the drafting and review of relevant agreements and documents and the review of construction plans.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 18th DAY OF JULY, 2016.

APPROVED

Steve Kane
Mayor of St. Francis

Attest:

Barbara I. Held
City Clerk

Attachments:
Preliminary Plat
Final Plat

RUM RIVER BLUFFS PRELIMINARY PLAT FOR EMMERICH DEVELOPMENT CORPORATION

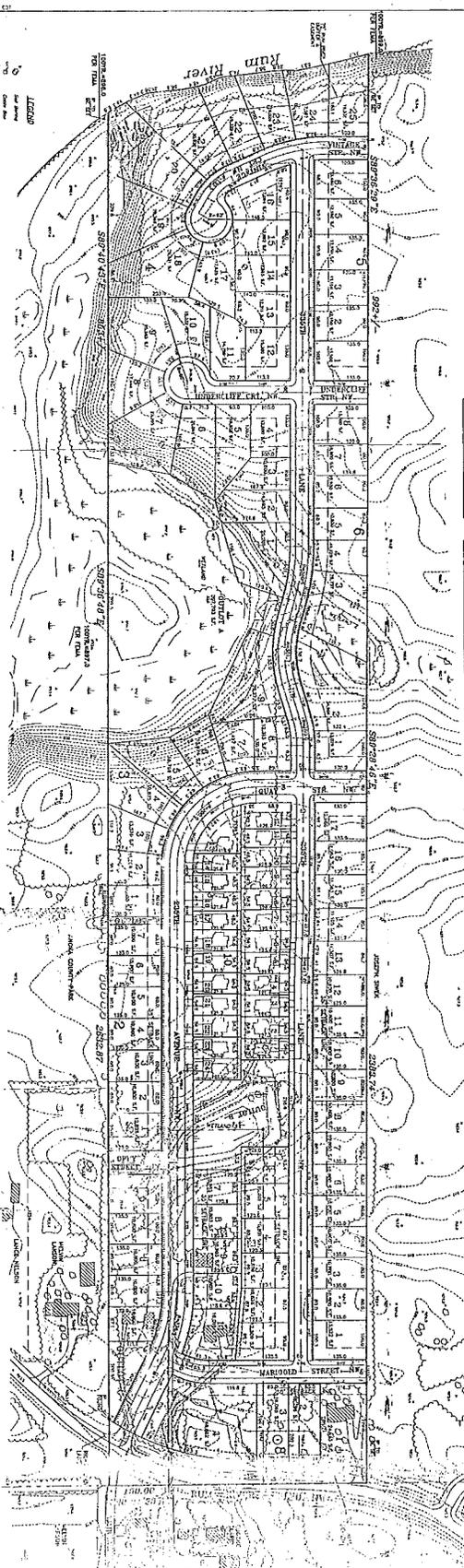
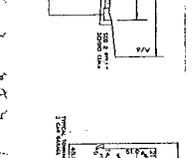
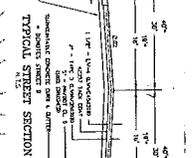
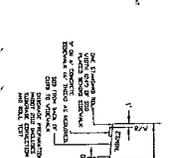
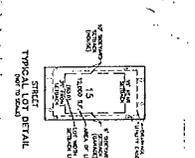
DATE AND
SUBMITTED
BY
FOR
BY
FOR
BY
FOR

GENERAL NOTES
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.
2. THE PLAT IS BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
3. THE PLAT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
4. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

MINIMUM LOT REQUIREMENTS
MINIMUM LOT AREA: 10,000 SQ. FT.
MINIMUM LOT WIDTH: 100 FT.
MINIMUM LOT DEPTH: 100 FT.
MINIMUM LOT FRONT SETBACK: 10 FT.
MINIMUM LOT SIDE SETBACK: 5 FT.
MINIMUM LOT REAR SETBACK: 5 FT.

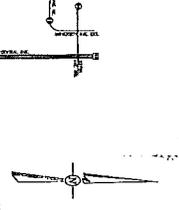
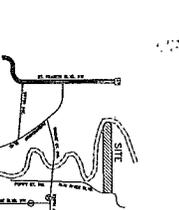
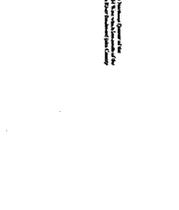
MINIMUM LOT REQUIREMENTS
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MINIMUM LOT WIDTH: 100 FT.
MINIMUM LOT DEPTH: 100 FT.
MINIMUM LOT FRONT SETBACK: 10 FT.
MINIMUM LOT SIDE SETBACK: 5 FT.
MINIMUM LOT REAR SETBACK: 5 FT.

MINIMUM LOT REQUIREMENTS
MINIMUM LOT AREA: 10,000 SQ. FT.
MINIMUM LOT WIDTH: 100 FT.
MINIMUM LOT DEPTH: 100 FT.
MINIMUM LOT FRONT SETBACK: 10 FT.
MINIMUM LOT SIDE SETBACK: 5 FT.
MINIMUM LOT REAR SETBACK: 5 FT.



- LEGEND**
- 1. Lot Area
 - 2. Lot Width
 - 3. Lot Depth
 - 4. Lot Front Setback
 - 5. Lot Side Setback
 - 6. Lot Rear Setback
 - 7. Street Right-of-Way
 - 8. Utility Easement
 - 9. Easement
 - 10. Boundary
 - 11. Contour
 - 12. Spot Elevation
 - 13. Proposed Building Footprint
 - 14. Proposed Driveway
 - 15. Proposed Parking Area
 - 16. Proposed Walkway
 - 17. Proposed Fencing
 - 18. Proposed Retaining Wall
 - 19. Proposed Storm Drain
 - 20. Proposed Sewer Line
 - 21. Proposed Water Line
 - 22. Proposed Gas Line
 - 23. Proposed Electric Line
 - 24. Proposed Telephone Line
 - 25. Proposed Cable Line
 - 26. Proposed Fire Hydrant
 - 27. Proposed Fire Alarm
 - 28. Proposed Fire Station
 - 29. Proposed Fire Lane
 - 30. Proposed Fire Access
 - 31. Proposed Fire Escape
 - 32. Proposed Fire Exit
 - 33. Proposed Fire Stair
 - 34. Proposed Fire Lift
 - 35. Proposed Fire Alarm
 - 36. Proposed Fire Alarm
 - 37. Proposed Fire Alarm
 - 38. Proposed Fire Alarm
 - 39. Proposed Fire Alarm
 - 40. Proposed Fire Alarm

NOTES
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS.
2. THE PLAT IS BASED ON THE SURVEY DATA PROVIDED BY THE CLIENT.
3. THE PLAT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
4. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.



ADDRESS
EMMERICH DEVELOPMENT CORPORATION
1234 MAIN STREET
CITY, STATE, ZIP

ENGINEER
J. SMITH, P.E.
1234 MAIN STREET
CITY, STATE, ZIP

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

RESOLUTION 2016-36 A

**RESOLUTION APPROVING EASEMENT VACATION RELATED TO
THE FINAL PLAT OF RUM RIVER BLUFFS 2ND**

WHEREAS, City of St. Francis received a request for an easement vacation associated with the final plat of Rum River Bluffs 2nd Addition; and

WHEREAS, the drainage and utility easement being vacated is related to property that is being replaced by platted right-of-way in the Rum River Bluffs 2nd Addition; and

WHEREAS, the legal description of the easement to be vacated is:

All of the Drainage and Utility Easements, as dedicated in the plat of RUM RIVER BLUFFS, lying over, under, and across Outlot A, said plat, Anoka County, Minnesota.

WHEREAS, the St. Francis City Council conducted a duly-noticed public hearing on July 18, 2016; and

WHEREAS, the City Council proceeded to hear all persons interested in said petition and persons interested were afforded the opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the City Council determined that there is no current and/or anticipated future public need to retain the easements and the requested vacation would be in the public interest; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis that pursuant to Minnesota Statutes 412.851, the above described easement situated in the City of St. Francis, Anoka County, Minnesota is hereby vacated.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 18th DAY OF JULY, 2016.

APPROVED

Attest:

Steve Kane, Mayor of St. Francis

Barbara I. Held
City Clerk

Attachments:
Exhibit A - Easement Vacation Exhibit

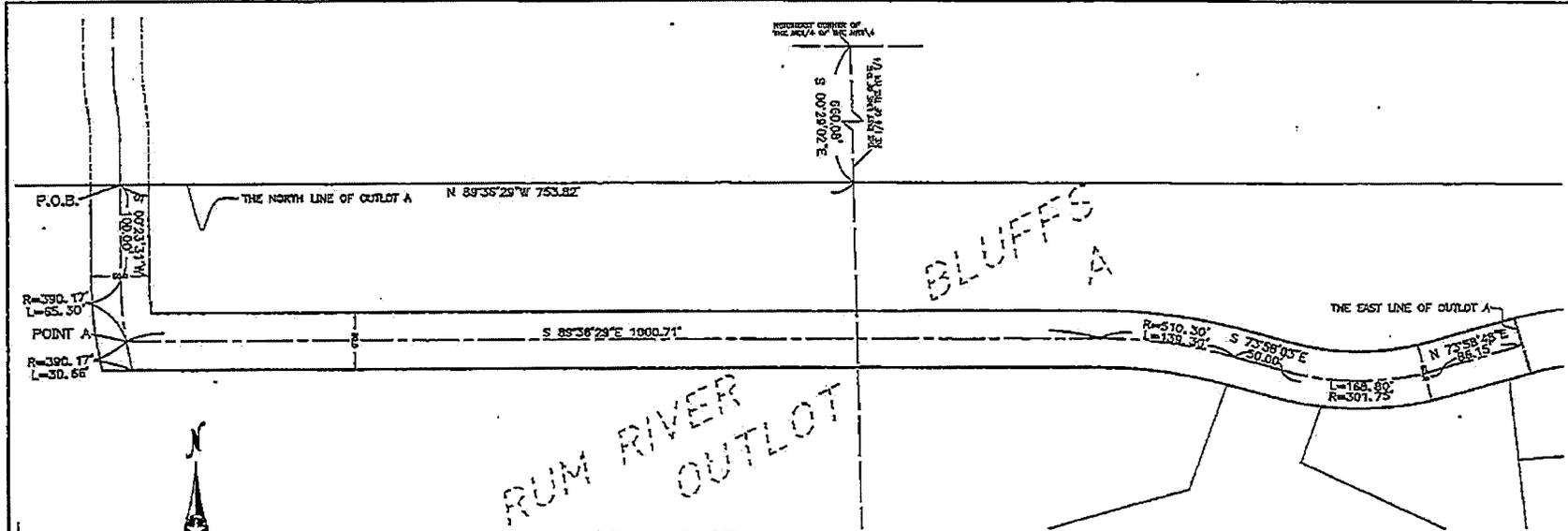
Exhibit A – Easement Vacation Legal Description

Lot 1, Block 8, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, Anoka County, Minnesota.

and

That part of Lot 5, Block 7, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, lying westerly of the northerly extension of the westerly right of way of Quay Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

EXHIBIT A



EASEMENT DESCRIPTION

A 50.00 foot wide easement over, under and across that portion of Outlot A, RUM RIVER BLUFFS, according to the recorded plat thereof, Anoka County, Minnesota, the centerline of which is described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Northwest Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota; thence South 00 degrees 29 minutes 02 seconds East, along the east line of said Northeast Quarter of the Northwest Quarter, a distance of 560.08 feet to the north line of said Outlot A; thence North 89 degrees 36 minutes 29 seconds West, along said north line, a distance of 753.82 feet to the beginning of the centerline to be described; thence South 00 degrees 23 minutes 31 seconds West, a distance of 100.00 feet; thence southerly a distance of 55.30 feet along a tangential curve concave to the east having a radius of 390.17 feet and a central angle of 09 degrees 35 minutes 23 seconds to a point hereinafter referred to as "Point A"; thence continue southerly along the last described curve a distance of 50.66 feet to the termination of said centerline.

Together with a 50.00 foot wide easement, the centerline of which is described as follows:

Beginning at the aforementioned "Point A"; thence South 89 degrees 36 minutes 29 seconds East, a distance of 1000.71 feet; thence easterly a distance of 139.30 feet along a tangential curve concave to the south having a radius of 510.30 feet and a central angle of 15 degrees 38 minutes 26 seconds; thence South 79 degrees 58 minutes 03 seconds East, tangent to said curve, a distance of 50.00 feet; thence southerly a distance of 156.50 feet along a tangential curve concave to the north having a radius of 301.75 feet and a central angle of 32 degrees 03 minutes 09 seconds; thence North 73 degrees 58 minutes 48 seconds East, tangent to said curve, a distance of 56.13 feet to the termination of said centerline. The side lines of said easements are to be prolonged or shortened to terminate on the north and east lines of said Outlot A.

SURVEYOR'S CERTIFICATION

I hereby certify that this easement exhibit was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Craig E. Johnson
 Craig E. Johnson
 License Number 44530

07/21/2009
 Date

AREA:
 EASEMENT CONTAINS 96,602 SQ. FT.

EASEMENT EXHIBIT RUM RIVER BLUFFS UTILITY EXTENSION		PART OF OUTLOT A RUM RIVER BLUFFS ANOKA COUNTY, MINNESOTA
BOLTON & MENK, INC. Consulting Engineers & Surveyors 7533 SUNWOOD DRIVE, RAMSEY, MN 55303 (763) 433-2251 MARSHO, MN FARMINGTON, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN CHASKA, MN RAMSEY, MN AMES, IA		FOR: CITY OF ST. FRANCIS

**DEVELOPMENT AGREEMENT
RUM RIVER BLUFFS 2ND ADDITION**

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and BL Holdings, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of RUM RIVER BLUFFS 2ND ADDITION on _____, 2016, said land legally described in Exhibit A attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved thirty nine (39) Single Family Residential lots; and

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

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

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

WHEREAS, pursuant to an Amendment to Development Agreement Rum River Bluffs dated September 8, 2009 by and between the City and Semler Development, LLC, the developer/owner of Rum River Bluffs requested the City and the City agreed to construct the water and sanitary sewer in, under and across the Property and deferred the special assessments against the Property for said water and sanitary sewer until development of the Property; and

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will provide all labor and materials and construct streets, roads, sidewalk, water and sewer and drainage facilities to adequately serve the plat of RUM RIVER BLUFFS 2ND ADDITION and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. **Request for Plat Approval.** The Developer is the fee owner of the lands in the City of St. Francis legally described on Exhibit A and has asked the City to approve the plat of RUM RIVER BLUFFS 2ND ADDITION and the plans for the installation of public and private improvements within the plat of RUM RIVER BLUFFS 2ND ADDITION (hereinafter referred to as the "plat"). The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval.** The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the July 18, 2016 final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plats, final grading and storm water plans and plans for the construction of access to County Road 72 / Rum River Boulevard NW. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations as recited at paragraph below, if any as a condition of plat approval. The Developer is required to obtain all necessary permits required by Anoka County for the construction of access to County Road 72/Rum River Blvd. NW as a condition of plat approval.

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 the following conditions have been satisfied: 1) this Agreement 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 Agreement 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 grad the site (including reasonable tree removal) after preliminary plat approval and pending final plat approval.

4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except any necessary amendment placing the plat in the current urban service area, 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 the state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement 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 the Agreement.

5. **Development Plans.** The plat shall be developed according to plans submitted to and approved by the City. The plans shall not be attached to this Agreement. With the exception of Plan A, the plans may be revised, subject to reasonable City approval, after entering the Agreement, but before commencement of any work in the plat. The erosion control plan must also be approved by the Anoka County Soil and Water Conservation District. If the plans vary from the written terms of this Agreement, the written terms shall control.

The plans are:

- Plan A: Plat
- Plan B: Grading Plan
House Pad Locations and Elevations
- Plan C: Gravity sanitary sewer service, water service and drainage facilities Plan
- Plan D: Soil Erosion Control Plan and Schedule
- Plan E: Turn Lane Access Plan from County Road 72 / Rum River Boulevard NW

6. **Improvements.** The Developer shall install and pay for the following as required to be built in accordance with the approved plans:

- A. Site Grading and Ponding
- B. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk

L. Underground Utilities

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 19 (E), shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's Engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City offices with all parties concerned, including the City staff, to review the program for the construction work. A complete set of reproducible "As Built" utility plans shall be prepared by the City Engineer. The Developer shall provide electronic AutoCAD files to the City Engineer for preparation of the "As Built" plans. A complete set of "As Built" grading plans shall be prepared by the Developer's Engineer. The cost of preparing these plans shall be paid for by the Developer. Developer will construct and pay for the sanitary sewer and water service within the Property, pursuant to the plans and specifications as provided herein.

* The City has constructed certain water and sanitary sewer infrastructure within the Property in accordance with the Amendment to Development Agreement Rum River Bluffs dated September 8, 2009. As a condition to the execution and release of the plat for RUM RIVER BLUFFS 2ND ADDITION, the deferred special assessments and interest thereon for this work must be paid in the manner required in Section 26 below.

The Developer shall obtain all necessary approvals from Anoka County and prepare necessary plans to construct right in and left in access lanes (passing lanes) from County Road 72 / Rum River Boulevard NW.

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

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

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

CONSTRUCTION COSTS:

Sanitary Sewer	\$	46,569.60
Water Main	\$	66,567.50
Storm Sewer	\$	92,749.50
Streets	\$	281,698.50
Sidewalk	\$	47,337.50
Turn Lanes	\$	<u>200,000.00</u>
CONSTRUCTION TOTAL	\$	734,922.60

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. 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 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.

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

Administrative Escrow (Engineering, City Administration, Legal Expenses)	\$ 50,000
Park Dedication	\$ 97,500
TOTAL CASH REQUIREMENTS	<u>\$147,500</u>

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

9. Responsibility for Costs.

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

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

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

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, as outlined in Sections 18, 19 and 20 herein, referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

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

F. In addition to the charges herein and special assessments referred to 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.

10. **Erosion Control.** After the site is rough graded, but before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City or Anoka County Soil and Conservation District may impose additional erosion control requirements if they determine additional requirements would be beneficial and reasonable. All areas disturbed

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

The Developer further agrees to provide a 30 foot drainage and utility easement around all delineated wetlands.

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

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

12. **Time of Performance.** The Developer shall install all required public improvements in accordance with the approved Plans by November 30, 2017. The final wear course on streets shall be installed between August 15 and September 15 the first summer after the base layer of asphalt has been in place for one freeze thaw cycle. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement must have the written approval of the City Engineer and may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer.

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

14. **Ownership of Improvements.** The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

15. **Claims.** In the event that the City receives claims from labor or materialmen that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers or materialmen are seeking payment out of the financial guarantees posted within the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys fees pursuant to this Agreement. The City will endeavor to notify the Developer of its intention to draw down the letter of credit. The City will give the Developer five (5) days notice, unless the security will expire within thirty (30) days, to deposit with the court an equal amount of cash in lieu of the City drawing down the letter of credit.

16. **Park and Trail Dedication and improvements.** The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. Specifically, the Developer agrees to pay \$2,500.00 per lot or \$97,500.00 (39 lots x \$2,500.00) as and for park dedication fees for RUM RIVER BLUFFS 2ND ADDITION. The Developer shall pay all park dedication fees in advance of filing of the plat. The Developer will also install a five (5) foot sidewalk along the north side of 235th Lane, along the west side of Undercliff Street NW, along the east side of Vintage Street NE and Vintage Court NW. Developer shall also install an eight (8) foot bituminous trail along the west side of Quay Street.

17. **Landscaping.** The Developer or Builder shall provide landscaping and ground cover consistent with Section 10-20-4 of the City's Zoning Ordinance. This includes the planting of two trees on every lot in the plat, one of which must be in the front yard. The tree shall be selected from among the following species or other species listed in Zoning Ordinance Section 10-20-4-B-1-a:

Maples (including Norway, "Schwedler and Sugar")
Linden, American (Basswood)
Linden, Littleleaf (and varieties "Greenspire" and "Redmond")
Green Ash (and varieties "Marshalls" and "Summit")
Honeylocust (and varieties "Imparial", "Skyline" and "Sunburst")
Hackberry
Oak

The minimum tree size shall be two inches caliper, either bare root in season or balled and burlapped. The trees shall not be planted in the right-of-way. The Developer shall assure that the front and side yards of each lot are properly graded, three inches of topsoil added, sod laid to complete front yard including right-of-way (seeding will be allowed in front yard if a sprinkler system is also installed), and seeding or sod to remainder of disturbed area of lot. Weather permitting, the trees, sod, and seed shall be planted before Certificates of Occupancy are issued for a lot. All required trees and sodding/seeding shall be provided within ninety (90) days after completion of the home/building construction or before a Certificate of Occupancy is issued for a house, whichever comes first. In the event that weather conditions prohibit the planting of trees and sodding/seeding, the Developer or Builder shall provide proof of escrow or financial security in the amount of \$3,000 or as otherwise may be determined as consistent with Section 10-20-4-C-2 of the City's Zoning Ordinance. All required trees and sodding/seeding shall be provided no later than October 1 of every year, unless an extension is granted by the City. Once the required trees have been planted, the City will release the security.

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

18. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The one year warranty period on streets shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development has been accepted by the City Council as documented in official City minutes. The two year warranty period for underground utilities shall commence after all required testing has been completed and the bituminous base course pavement has been installed. Additionally, all trees grass and sod, shall be warranted to be alive, of good quality and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall post maintenance bonds or other security acceptable to the City in the amount of twenty-five (25%) of final certified construction costs to secure the warranties. The City shall retain twenty-five percent (25%) of the security posted by the Developer until the maintenance bonds are furnished the City or until the warrant period expired, whichever first occurs. The retainage may be used to pay for warranty work. The security shall not be released until the expiration of the warranty, and if any claims shall be made within the warranty period, the security shall not be released until such claims have been resolved.

19. **Responsibility for Costs.**

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

and expenses incurred by the City in monitoring and inspecting development of the plat, as well as preparation of record drawings.

B. The Developer shall hold the City and its officers and employees harmless from claims made by third parties for damages sustained or costs incurred resulting from the plat approval and development. The Developer shall indemnify and agrees to defend the City and its officers, employees and agents for all claims, costs, damages or expenses, which the City may pay or incur in consequence of such claims, including attorney fees and costs.

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

D. The Developer shall pay, or cause to be paid when due all amounts referred to in this Agreement. The Developer, its successors and assigns agree that any assessment to be levied against the property by the City, pursuant to this agreement is reasonable and does not exceed the benefits received by the property and agrees to waive in all respects any appeal, which could be made as to the amount of the assessment. Developer consents to the assessment of all amounts not promptly paid pursuant to this agreement against the property as defined in Exhibit A. This agreement shall bind Developer, its heirs, successors and assigns. While the City may assess the Property for the payment of amounts due under this Agreement, the obligation shall remain a personal obligation of the developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If said bills are not paid on time, the City may halt all plat development work and construction, including but not limited to the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of 8% per year. The City may draw against the letter of credit at its discretion to pay said overdue bills of this subdivision or any overdue bills of previous phases. The Developer may, by written request, receive copies of all bills in the City's possession that are to be billed to the Developer.

F. In addition to the charges referred to herein, other charges and special assessments may be imposed such as building permit fees.

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

requirements and any claim that the assessments exceed the benefit to the property as provided herewith.

21. **City Engineering Administration and Construction Observation.** Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering administration and legal. City engineering and administration will include monitoring of 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 requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$50,000 escrow, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the work has been completed and the Developer has fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Paragraph 8 for erosion control prior to final inspection.)

22. **Miscellaneous.**

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

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

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

E. The City will not issue any building permits prior to the first lift of bituminous base pavement on the streets, concrete sidewalk, bituminous trail, and underground utility installation; except the City will allow up to three (3) building permits to be issued for

model homes after installation of utilities (including testing and a determination that the utilities are operational), but before pavement of the streets with bituminous surface.

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

The Developer shall use these model homes only for real estate sales purposes and no other purposes. No certificate of occupancy shall be granted prior to the terms of this agreement being met and all landscaping requirements for the lot are satisfied.

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

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

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

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

cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

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

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

L. The Developer shall deposit in an existing escrow account with the City the amount of Fifty Thousand Dollars (\$50,000) for the Administration Escrow for engineering, administration and legal costs of inspection, administration and legal fees.

N. The Developer shall clean and televise all sanitary sewer mains prior to acceptance by the City. The Developer shall provide two copies of a DVD and suitable log of all televising performed

O. The Developer shall supply a copy of this Development Agreement to all Home Builders and persons who purchase lots from the Developer. The Developer will point out to purchasers their obligations regarding Erosion Control, Clean Up, and Landscaping described in paragraphs 10, 11 and 17 above. The terms and provisions of this Development Agreement, with the exception of Erosion Control, Clean Up and Landscaping described in paragraphs 10, 11 and 17 above shall not be binding upon the owners of an individual unit and shall not be deemed to run with the title of the individual unit of the development. This provision does not release any future developer or the developer's successors or assigns from the terms and provisions of this Development Agreement.

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

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

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

BL Holdings, LLC
4920 173rd Avenue NE

Ham Lake, MN 55304

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

St. Francis City Hall
23340 Cree Street N.W.
P.O. Box 730
St. Francis, MN 55070
ATTN: City Administrator

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

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

26. **Deferred Assessments.** In accordance with that Amendment to Development Contract Rum River Bluffs dated September 8, 2009 (the "Amendment"), the City constructed a water main through the Property. Pursuant to the Amendment and a letter agreement dated April 15, 2010, the City and Developer of Rum River Bluffs (Semler Development, LLC) agreed to defer the special assessments for this work. The parties both agreed that they received benefit by having the water main constructed through the Property. The Developer hereby acknowledges the benefit of the work performed on the Property and agrees to the special assessments to be spread against the 39 lots in the plat as follows:

A. The parties reaffirm the amount of the assessments for the work to be performed on the Property to be \$282,530.00 plus any minor work completed or additional costs incurred after the date of the April 15, 2010 letter agreement.

B. The City and the Developer agree to spread the special assessments out over and upon the 39 lots of the plat in the amount of \$7,244.36 ($\$282,530.00 / 39 = \$7,244.36$) each plus any additional costs incurred that are consistent with the terms of the agreement.

C. Interest on the special assessments shall commence to accrue on the date of this Agreement.

D. The special assessments shall be due and payable in full on the first to occur of a) any of the platted property is sold and/or conveyed, transferred or assigned, then the specials on said lots shall be due and payable; b) the issuance of a building permit for a lot will require that the special assessments owed upon that lot shall be due and payable; and c) on September 8, 2019.

E. Developer / Owner hereby waives notice of assessment hearing for the improvements, agrees to the assessment amounts as recited herein and specifically waives their right to appeal said assessment as provided by Minnesota Statute Section 429.081.

F. Developer / Owner agrees this agreement shall have the same force and effect as a petition presented pursuant to Minnesota Statute Section 429.081 and specifically waives any public hearings with respect to the proposed assessment.

27. **Zoning Regulations.** The Property is zoned PUD, Planned Unit Development. The zoning standards are as found in the City's R-2, Single Family Residential District, except as may be otherwise stated in the Preliminary Plat and Planned Unit Development Approval. The setback to the right-of-way shall be required to be 35 feet for all lots.

[Signatures appear on following page.]

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

687568-v2

EXHIBIT A
LEGAL DESCRIPTION

Outlot A Rum Rive Bluffs according to the recorded plat thereof, Anoka County, Minnesota.

EXHIBIT B

**PLANS AND SPECIFICATIONS
FOR STREETS WITHIN PLAT OF
RUM RIVER BLUFFS**

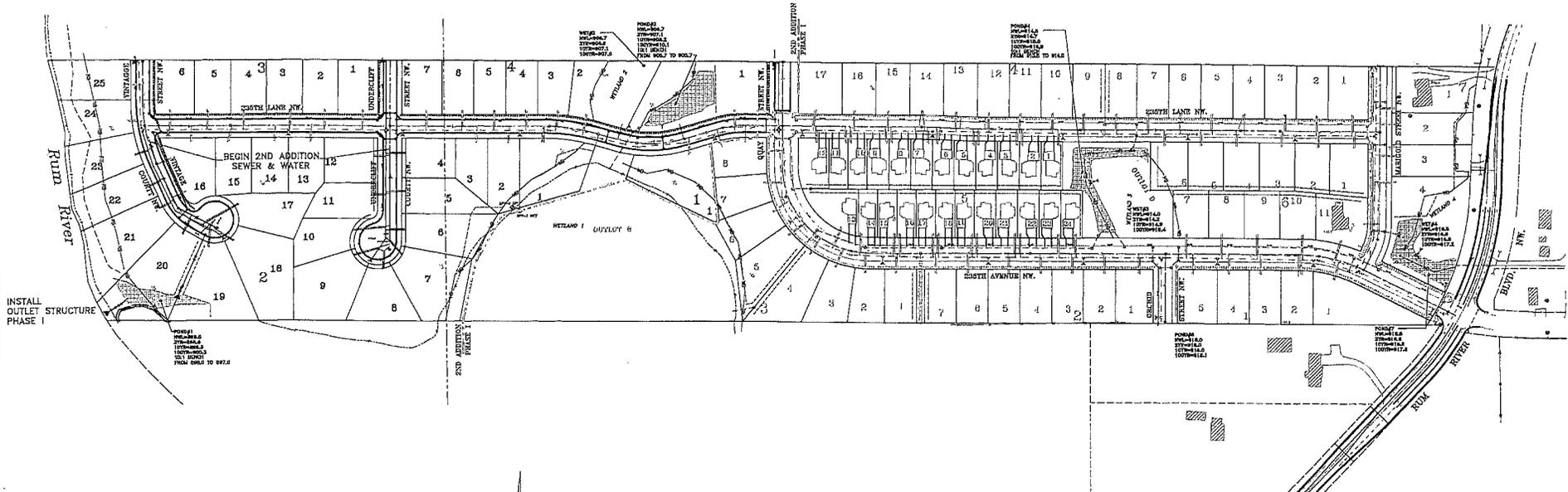
EXHIBIT C

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

EXHIBIT D
SOIL EROSION CONTROL PLAN AND SCHEDULE

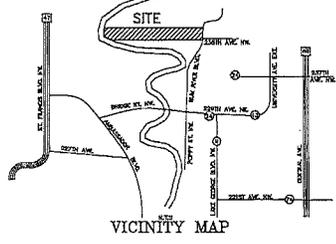
RUM RIVER BLUFFS 2ND ADDITION

FINAL SANITARY SEWER, WATERMAIN, STORM SEWER AND STREET CONSTRUCTION PLANS for BL HOLDINGS, LLC.



INDEX

1. COVER SHEET
2. SANITARY SEWER & WATERMAIN PROFILE, QUAY STREET NW.
3. SANITARY SEWER & WATERMAIN PROFILE, UNDERCLIFF STREET & COURT NW./VINTAGE STREET & COURT NW.
4. STORM SEWER & STREET PROFILES QUAY STREET NW. / 235TH LANE NW.
5. STORM SEWER & STREET PROFILES 235TH LANE NW.
6. STORM SEWER & STREET PROFILES UNDERCLIFF STREET & COURT NW./VINTAGE STREET & COURT NW.
7. DETAILS
8. DETAILS



ENGINEER: **LAWRENCE J. OLSON**

DRAWN BY: **Carlson McCain**
3880 Phelan Rd, Suite 100
Blaine, MN 55416
763-489-7800

1875 STATION PARKWAY NW.
ANDOVER, MN. 55304
(763) 755-6554

DATE	REVISIONS DESCRIPTION

HORIZONTAL: _____
SCALE: VERTICAL: _____

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: **Lawrence J. Olson**
Signature:
Exp. No. 10076-1124 Date: 6/21/18

COVER SHEET
RUM RIVER BLUFFS 2ND ADDITION
ST. FRANCIS, MINNESOTA

SHEET
1 OF 8

DATE: 6/21/18 PROJECT: RUM RIVER BLUFFS 2ND ADDITION SANITARY SEWER, WATERMAIN, STORM SEWER AND STREET CONSTRUCTION PLANS SHEET 1 OF 8

WARNING:

THE LOCATION OF EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO PROPERLY LOCATE AND/OR PROTECT THEM. ALL EXISTING UTILITIES MAY NOT BE SHOWN.

NOTES

1. SERVICE NOTE:

- S & W 0+82 - Denotes sanitary sewer wye station from downstream manhole, water service shall be located 3 feet upstream from sewer service.
- S&W EL 922.2 - Denotes proposed sanitary service elevation for end of service as shown on plans.
- T/C - Denotes top of curb elevation of curb box. Set curb box 0.5 feet higher.
- RISER - Denotes length of riser at main. Length measured from main invert to service bend for 2% slope.

2. MATERIALS:

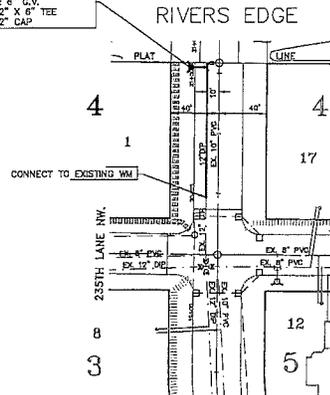
- Sanitary sewer - PVC (SDR 35) UNLESS OTHERWISE NOTED.
- Sanitary service - 4" PVC (SDR 20)
- Watermain - 8" PVC C-900 / 12" DIP (CL 32)
- Water service - 1" copper
- Fittings - DIP fusion bonded epoxy coated.
- Storm sewer - RCP

3. Contractor shall verify that existing stub pipes are in working order prior to connecting new pipes.

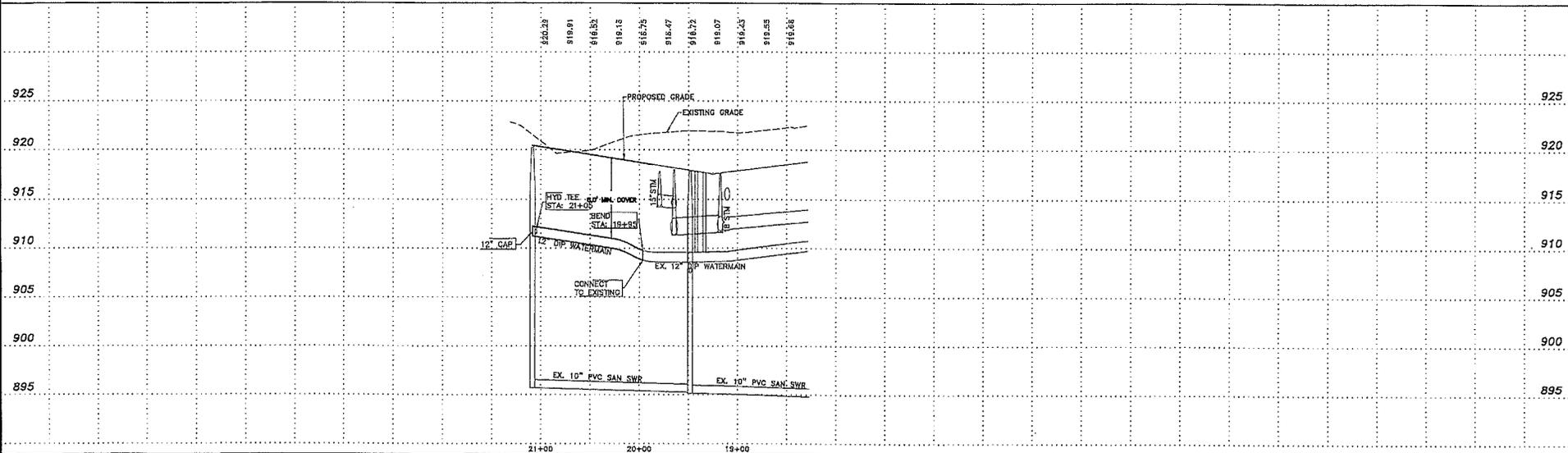
4. Contractor is responsible for locating all existing utilities through Upper State One Call and for their protection.

5. BENCH MARK: NORTH QUARTER CORNER OF SEC. 32, T34N, R24W (CL.M.) FIFV=922.01 (BASED ON 1928 DATUM)

HYDRANT W/
1 1/2" PVC C-900
& 6" C.V.
12" X 6" TEE
12" CAP



QUAY STREET NW.



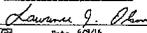
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ENGINEER:

HFC ENGINEERING, INC.
 1875 STATION PARKWAY NW.
 ANDOVER, MN 55304
 (763) 755-6534

DATE	REVISIONS DESCRIPTION

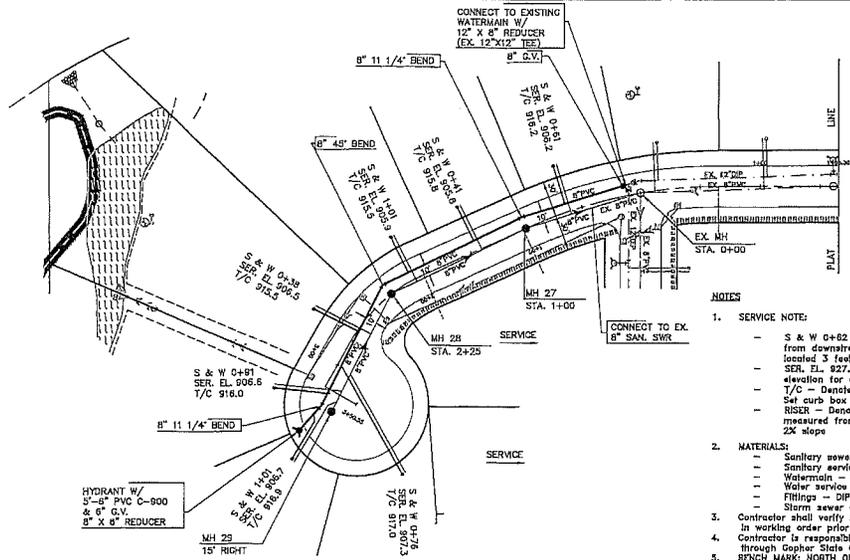
SCALE: HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Print Name: Lawrence J. Olson

 Reg. No. 15750 Date: 6/27/16

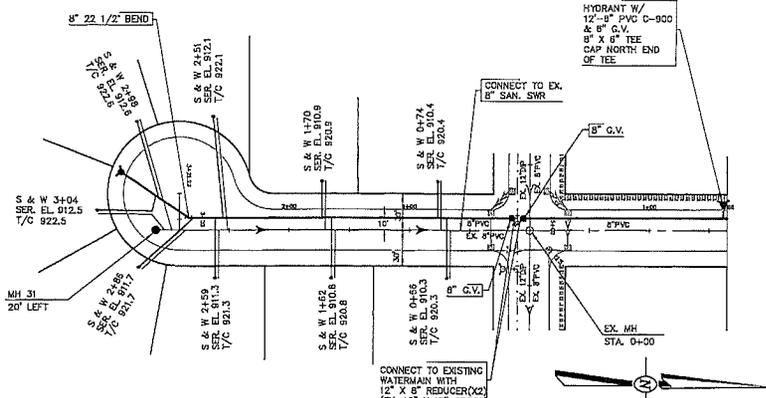
SANITARY SEWER & WATERMAIN PROFILE
QUAY ST. NW
RUM RIVER BLUFFS 2ND ADDITION
ST. FRANCIS, MINNESOTA

SHEET
 2 OF 8

WARNING:
 THE LOCATION OF EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO PROPERLY LOCATE AND/OR PROTECT THEM. ALL EXISTING UTILITIES MAY NOT BE SHOWN.

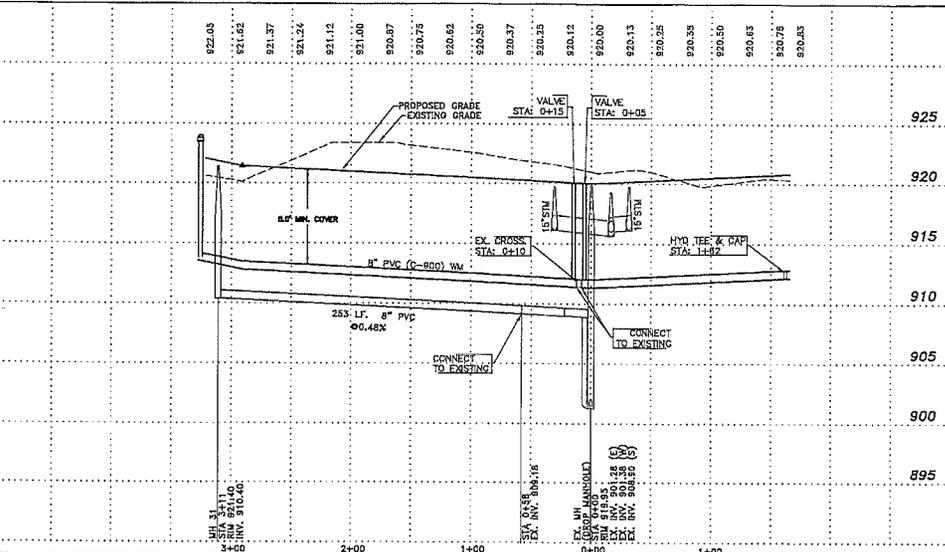
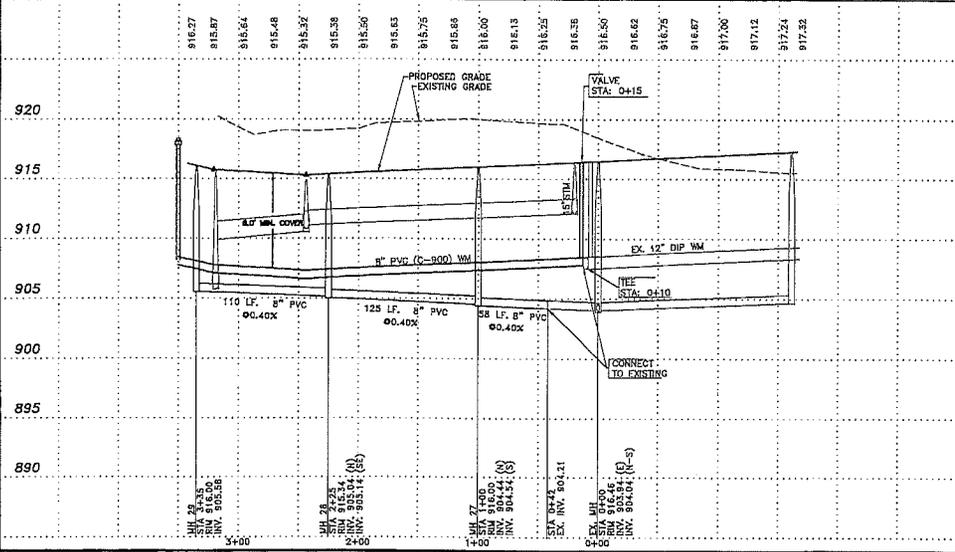


- NOTES**
- SERVICE NOTE:**
 - S & W 0+82 - Denotes sanitary sewer wye station from downstream manhole, water service shall be located 5 feet upstream from sewer service.
 - SER. EL. 927.2 - Denotes proposed sanitary service elevation for end of service as shown on plans.
 - T/C - Denotes top of curb elevation at curb box.
 - Set curb box 0.3 feet higher.
 - RISER - Denotes length of riser at man. Length measured from main invert to service band for 2% slope.
 - MATERIALS:**
 - Sanitary sewer - PVC (SDR 35) UNLESS OTHERWISE NOTED.
 - Sanitary service - 4" PVC (SDR 26)
 - Watermain - 8" PVC C-900 / 12" DIP (CL. 92)
 - Water service - 1" copper
 - Fittings - DIP fusion bonded epoxy coated.
 - Storm sewer - RCP
 - Contractor shall verify that existing stub pipes are in working order prior to connecting new pipes.
 - Contractor is responsible for locating all existing utilities through Cooper Site One Call and for their protection.
- BENCH MARK NORTH QUARTER CORNER OF SEC. 32, T34N, R24W (CL.M.)
 FIFW#997.01 (RASF) ON 1929 DATUM



VINTAGE CRT. NW. / VINTAGE ST. NW.

UNDERCLIFF ST. NW. / UNDERCLIFF CRT. NW.



ENGINEER

ENGINEERING, INC.
 1875 STATION PARKWAY NW.
 ANDOVER, MN 55304
 (763) 755-6554

DATE	REVISIONS DESCRIPTION

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Print Name: Lawrence J. Olson
 Signature: *Lawrence J. Olson*
 Reg. No. 16793 Date: 1/21/16

SANITARY SEWER & WATERMAIN PROFILE
 UNDERCLIFF CRT, ST NW./VINTAGE CRT, ST NW.
 RUM RIVER BLUFFS 2ND ADDITION
 ST. FRANCIS, MINNESOTA

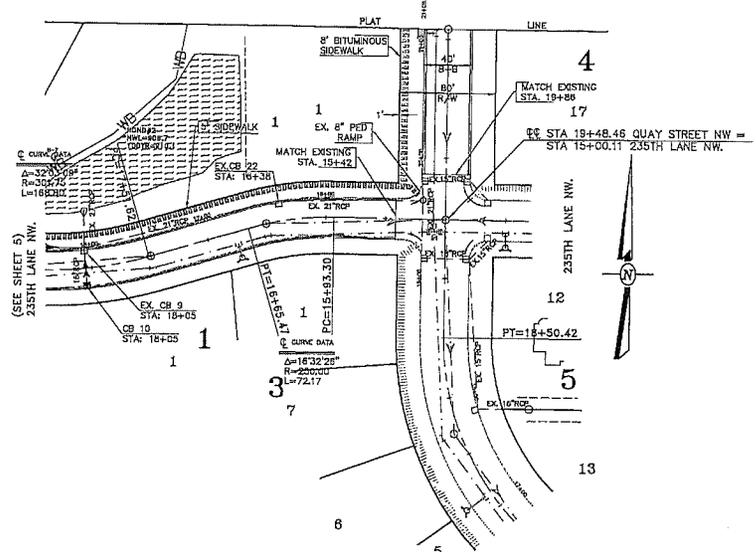
SHEET
 3 OF 8

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STRUCTURE	STRUCTURE TYPE	CASTING
EX. CB 8	CASTING ONLY	R-3250-1
CB 10	DESIGN N	R-3250-1
EX. CB 22	CASTING ONLY	R-3250-1

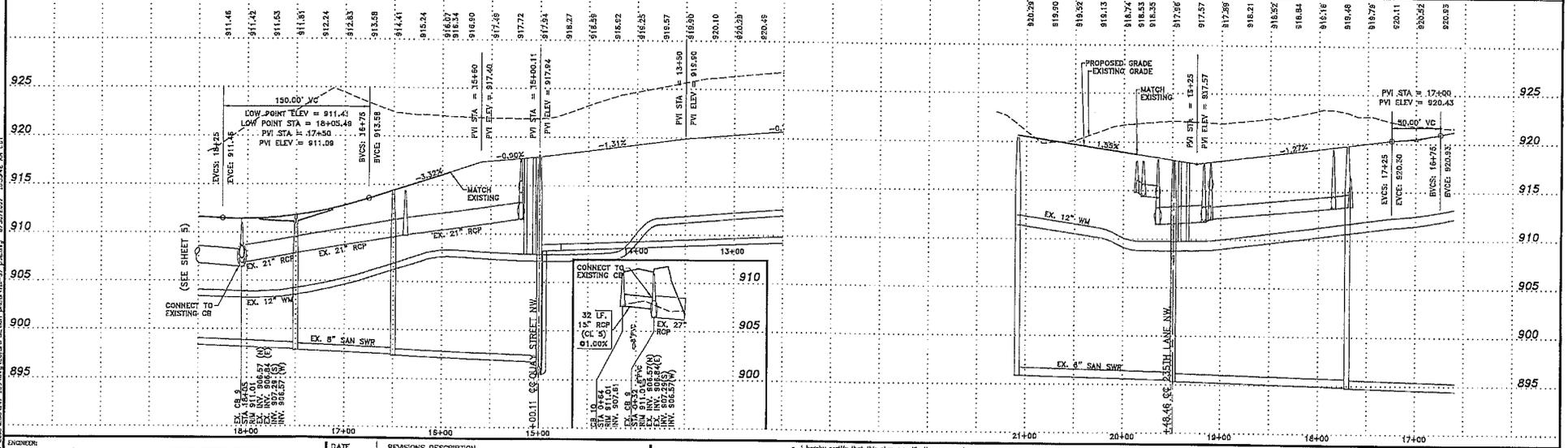
ALL CASTINGS SHALL BE BICYCLE FRIENDLY.

WARNING:
 THE LOCATION OF EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROPRIATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO PROPERLY LOCATE AND/OR PRESERVE THEM, ALL EXISTING UTILITIES MAY NOT BE SHOWN.



- NOTES**
- Catch basins shall be depressed 0.1 feet from gutter grade.
 - Sod shall be placed and pegged around all storm sewer aprons and about type catch basins.
 - Sidewalks shall be 5" thick.
 - BENCH MARK: NORTH QUARTER CORNER OF SEC. 32, T34N, R24W (S.L.M.) ELEV=922.01 (BASED ON 1929 DATUM)

235TH LANE NW. QUAY STREET NW.



ENGINEER: **ENGINEERING, INC.**
 1875 STATION PARKWAY NW,
 ANDOVER, MN, 55304
 (763) 755-8584

DATE	REVISIONS DESCRIPTION

SCALE: HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

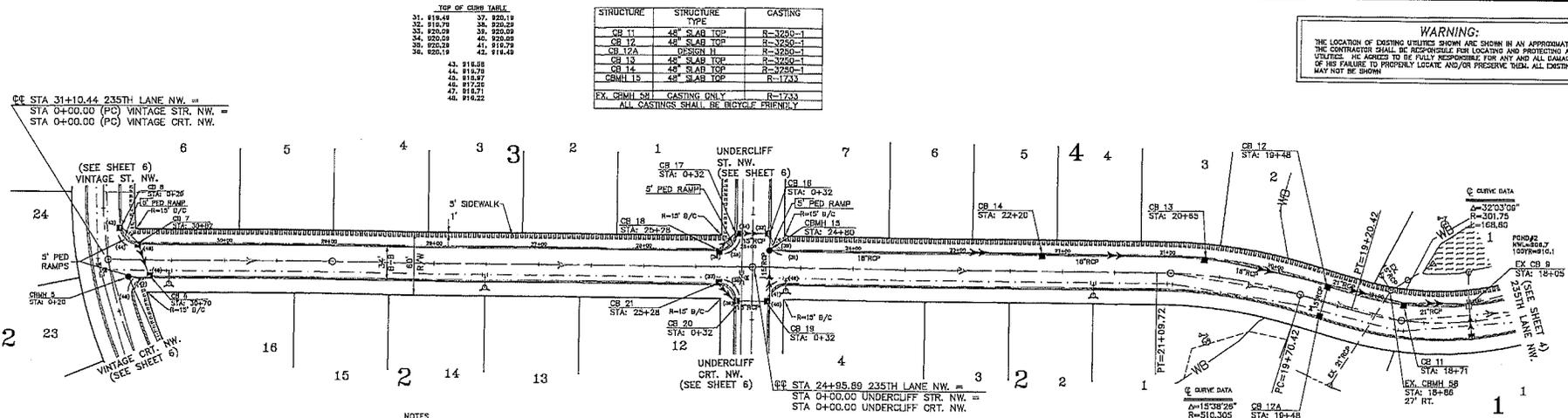
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 License No. 15783 Date: 6/21/16
Lawrence J. Olson

STREET & STORM SEWER PROFILE
 QUAY ST. NW / 235TH AVE. NW.
 RUM RIVER BLUFFS 2ND ADDITION
 ST. FRANCIS, MINNESOTA

STRUCTURE	STRUCTURE TYPE	CASTING
CB 11	48" SLAB TOP	R-3280-1
CB 12	48" SLAB TOP	R-3280-1
CB 12A	DESIGN II	R-3280-1
CB 13	48" SLAB TOP	R-3280-1
CB 14	48" SLAB TOP	R-3280-1
CBMH 15	48" SLAB TOP	R-1733
EX. CBMH 58	CASTING ONLY	R-1733

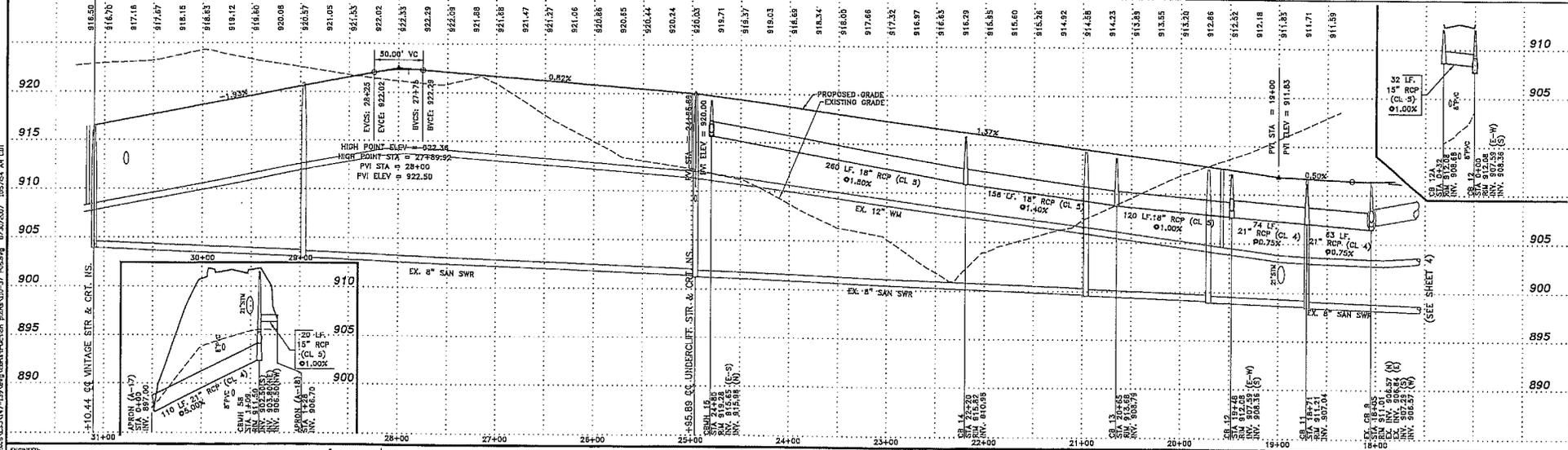
ALL CASTINGS SHALL BE RECYCLE FRIENDLY

WARNING:
THE LOCATION OF EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROPRIATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO PROPERLY LOCATE AND/OR PRESERVE THEM. ALL EXISTING UTILITIES MAY NOT BE SHOWN.

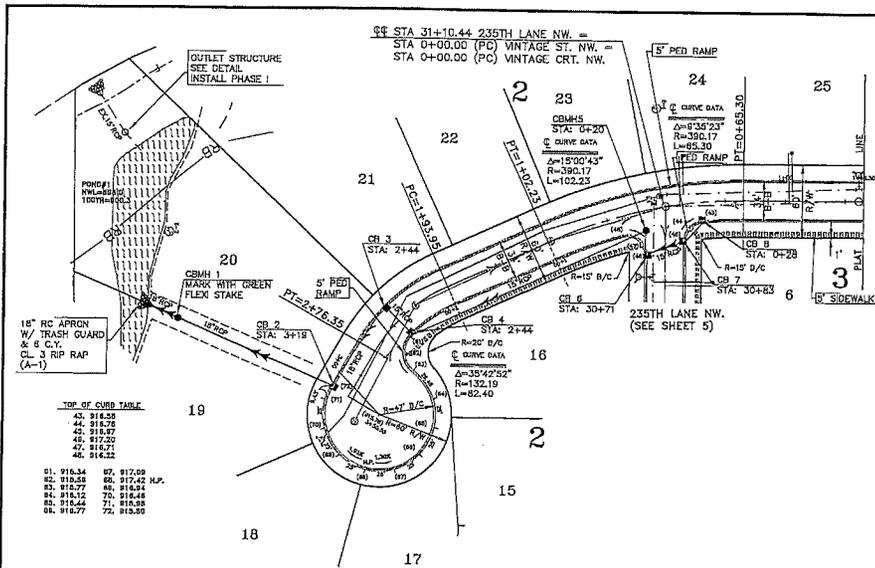


- NOTES**
1. Catch basins shall be depressed 0.1 feet from gutter grade.
 2. Sod shall be placed and pegged around all storm sewer openings and shall type catch basins.
 3. Sidewalks shall be 5" thick.
 4. BENCH MARK: NORTH QUARTER CORNER OF SEC. 32, T34N, R24W (CL. 14) ELEV=922.01 (BASED ON 1928 DATUM)

235TH LANE NW.



<p>ENGINEER: BURNS & MCDONNELL, INC.</p> <p>1870 STATION PARKWAY NW, ANDOVER, MN 55304 (763) 755-4354</p>	<p>DATE: _____</p> <p>REVISIONS DESCRIPTION:</p>	<p>SCALE: HORIZONTAL: 1" = 50'</p> <p>VERTICAL: 1" = 5'</p>	<p>I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.</p> <p>Print Name: <u>Lawrence J. Olson</u></p> <p>Exp. No. <u>12722</u> Date: <u>10/16/16</u></p>	<p>STREET & STORM SEWER PROFILE 235TH LANE NW. RUM RIVER BLUFFS 2ND ADDITION ST. FRANCIS, MINNESOTA</p>	<p>SHEET 5 OF 8</p>
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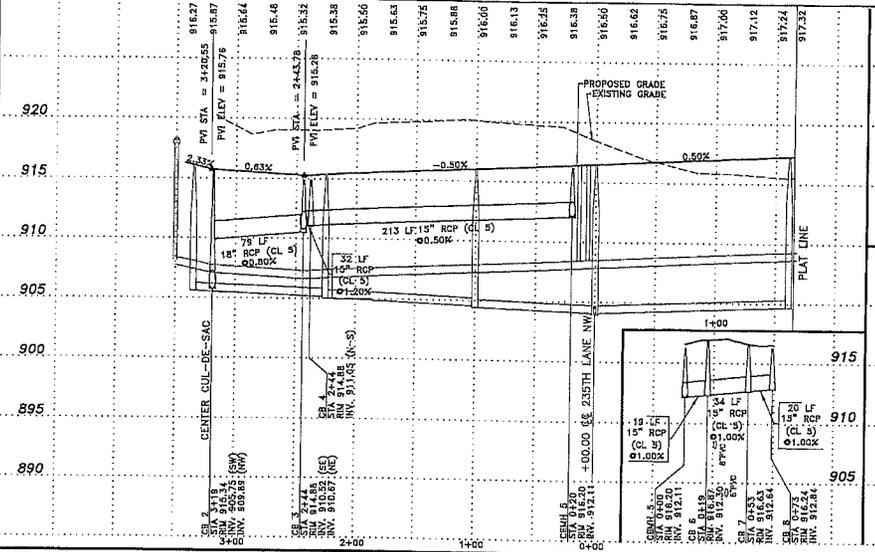
STRUCTURE	STRUCTURE TYPE	CASTING
CBMH 1	48" SLAB TOP	R-1733
CB 2	48" SLAB TOP	R-3250-1
CB 3	48" SLAB TOP	R-3250-1
CB 4	48" SLAB TOP	R-3250-1
CBMH 2	48" SLAB TOP	R-1733
CB 5	48" SLAB TOP	R-3250-1
CB 6	48" SLAB TOP	R-3250-1
CB 7	48" SLAB TOP	R-3250-1
CB 8	DESIGN II	R-3250-1
CBMH 18	48" SLAB TOP	R-1733
CB 16	48" SLAB TOP	R-3250-1
CB 17	48" SLAB TOP	R-3250-1
CB 18	DESIGN II	R-3250-1
CB 19	48" SLAB TOP	R-3250-1
CB 20	48" SLAB TOP	R-3250-1
CB 21	DESIGN II	R-3250-1

TOP OF CURB TABLE	
31	916.49
32	916.79
33	920.09
34	920.19
35	922.54
36	922.52
37	922.52
38	922.52
39	922.52
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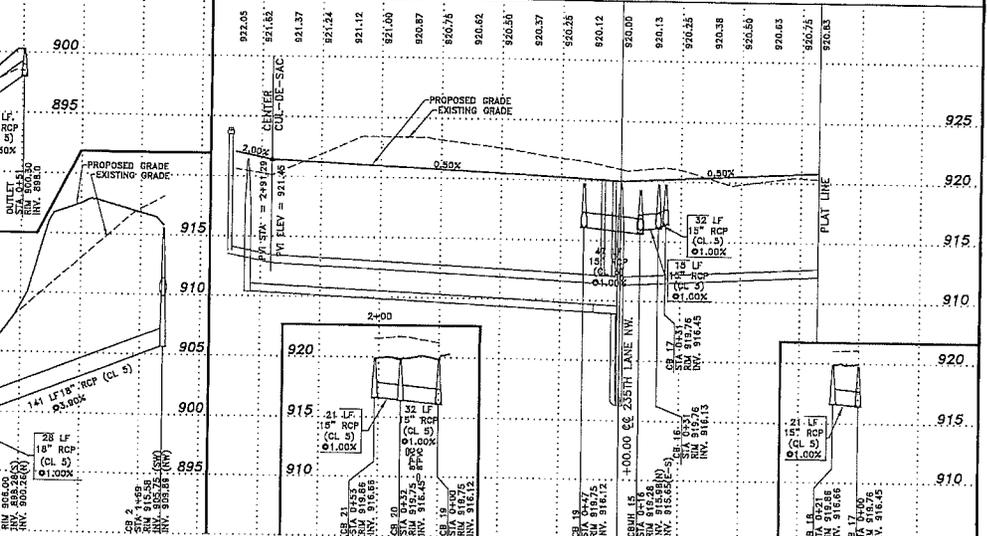
WARNING:
 THE LOCATION OF EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. HE IS RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO PROPERLY LOCATE AND/OR PRESERVE THEM. ALL EXISTING UTILITIES MAY NOT BE SHOWN.

- NOTES**
- Catch basins shall be depressed 0.1 feet from gutter grade.
 - Sed shall be placed and packed around all storm sewer aprons and steel type catch basins.
 - Sidewalks shall be 3' wide.
 - BENCH MARK: NORTH QUARTER CORNER OF SEC. 32, T54N, R24W (CL.M.C.) ELEV=922.01 (BASED ON 1829 DATUM)

VINTAGE CRT. NW. / VINTAGE ST. NW.



UNDERCLIFF ST. NW. / UNDERCLIFF CRT. NW.



ENGINEER: **INTEGRATED ENGINEERING, INC.**
 1875 STATION PARKWAY NW.
 ANDOVER, MN, 55304
 (763) 735-6354

DATE: _____ REVISIONS DESCRIPTION: _____

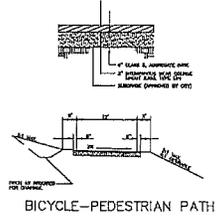
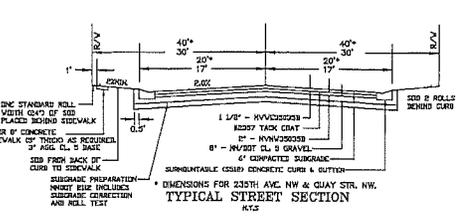
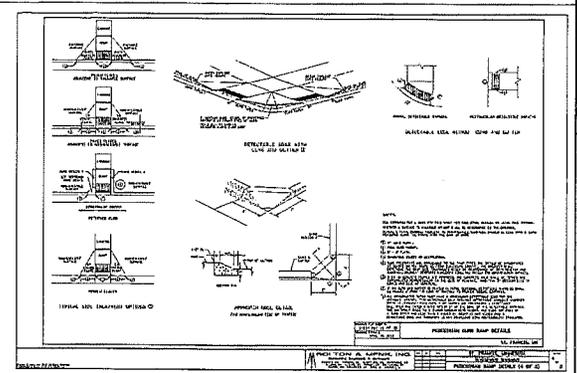
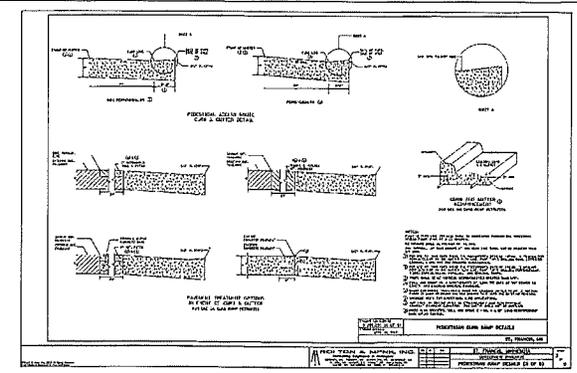
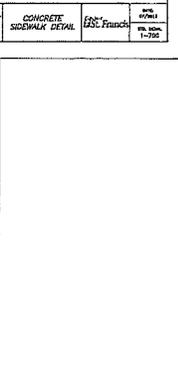
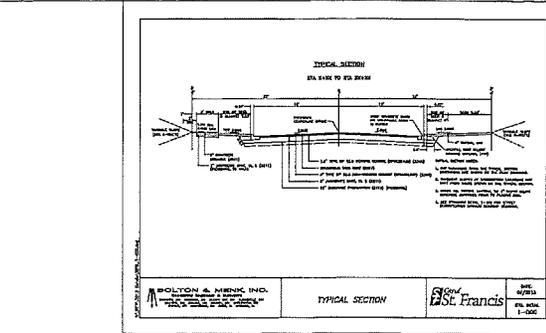
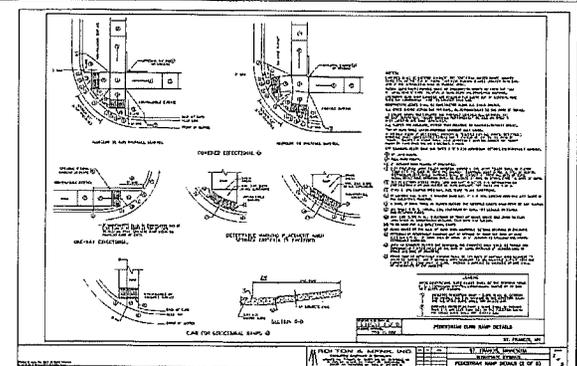
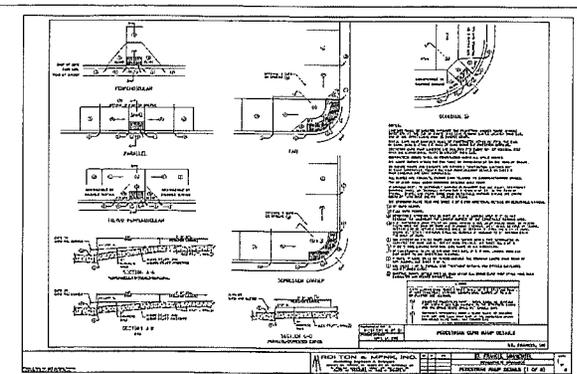
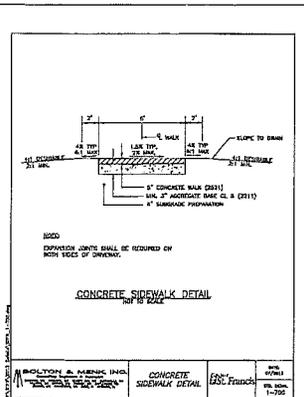
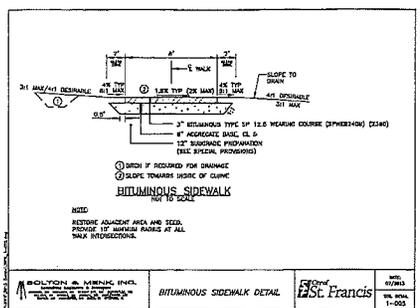
SCALE: HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Lorraine J. Olson
 Reg. No. 16723 Date: 6/9/16

STREET & STORM SEWER PROFILE
 UNDERCLIFF CRT, ST NW./VINTAGE CRT, ST NW.
 RUM RIVER BLUFFS 2ND ADDITION
 ST. FRANCIS, MINNESOTA

SHEET 6 OF 8

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ENGINEER: 	ENGINEERING, INC. 1875 STATION PARKWAY NW. ANDOVER, MN. 55304 (763) 735-6534	DATE	REVISIONS DESCRIPTION	HORIZONTAL: SCALE: VERTICAL:	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. <i>Lawrence J. Olson</i> Reg. No. 16723 Date: 01/21/16	DETAILS SUM RIVER BLUFFS 2ND ADDITION ST. FRANCIS, MINNESTA	SHEET 8 OF 8

**DEVELOPMENT AGREEMENT
RUM RIVER BLUFFS 2ND ADDITION**

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of St. Francis, a Minnesota municipal corporation ("City") and BL Holdings, LLC, a Minnesota Limited Liability Company ("Developer").

WITNESSETH:

WHEREAS, the City approved the final plat and final plan PUD of RUM RIVER BLUFFS 2ND ADDITION on _____, 2016, said land legally described in Exhibit A attached hereto and made a part hereof ("Property") contingent upon the conditions recited therein and on the execution of this Development Agreement by the Developer and City; and

WHEREAS, the City approved thirty nine (39) Single Family Residential lots; and

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

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

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

WHEREAS, pursuant to an Amendment to Development Agreement Rum River Bluffs dated September 8, 2009 by and between the City and Semler Development, LLC, the developer/owner of Rum River Bluffs requested the City and the City agreed to construct the water and sanitary sewer in, under and across the Property and deferred the special assessments against the Property for said water and sanitary sewer until development of the Property; and

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

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

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

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

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein, it is agreed by and between the parties hereto, that the Developer will provide all labor and materials and construct streets, roads, sidewalk, water and sewer and drainage facilities to adequately serve the plat of RUM RIVER BLUFFS 2ND ADDITION and take all other actions in accordance with this Development Agreement at its own expense except as hereinafter provided.

IT IS ALSO AGREED:

1. **Request for Plat Approval.** The Developer is the fee owner of the lands in the City of St. Francis legally described on Exhibit A and has asked the City to approve the plat of RUM RIVER BLUFFS 2ND ADDITION and the plans for the installation of public and private improvements within the plat of RUM RIVER BLUFFS 2ND ADDITION (hereinafter referred to as the "plat"). The land within the plat is legally described in Exhibit A.

2. **Conditions of Plat Approval.** The City hereby approves the plat and the installation of public improvements on the condition that the Developer complies with all conditions outlined in the July 18, 2016 final plat approval (including references to requirements of the preliminary plat) city ordinances and compliance with this Agreement. The City hereby further conditions this approval upon the requirement that the Developer submit and receive approval from the City Engineer for the final utility plats, final grading and storm water plans and plans for the construction of access to County Road 72 / Rum River Boulevard NW. The City further conditions its approval on the Developer entering into this Agreement and furnishing the security required by it. The Developer is also required to secure sewer extension permits, an NPDES Phase II permit, provide evidence of full fee title in the property and pay all outstanding tax and special assessment obligations as recited at paragraph below, if any as a condition of plat approval. The Developer is required to obtain all necessary permits required by Anoka County for the construction of access to County Road 72/Rum River Blvd. NW as a condition of plat approval.

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 the following conditions have been satisfied: 1) this Agreement 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 Agreement 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) after final plat approval and pending the recording of the plat.

4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except any necessary amendment placing the plat in the current urban service area, 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 the state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement 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 the Agreement.

5. **Development Plans.** The plat shall be developed according to plans submitted to and approved by the City. The plans shall not be attached to this Agreement. With the exception of Plan A, the plans may be revised, subject to reasonable City approval, after entering the Agreement, but before commencement of any work in the plat. The erosion control plan must also be approved by the Anoka County Soil and Water Conservation District. If the plans vary from the written terms of this Agreement, the written terms shall control.

The plans are:

- Plan A: Plat
- Plan B: Grading Plan
House Pad Locations and Elevations
- Plan C: Gravity sanitary sewer service, water service and drainage facilities Plan
- Plan D: Soil Erosion Control Plan and Schedule
- Plan E: Turn Lane Access Plan from County Road 72 / Rum River Boulevard NW

6. **Improvements.** The Developer shall install and pay for the following as required to be built in accordance with the approved plans:

- A. Site Grading and Ponding
- B. Bituminous Streets
- C. Street Signs
- D. Street Lights
- E. Setting of Lot and Block Monuments
- F. Surveying and Staking
- G. Storm Sewer System
- H. Water System*
- I. Sanitary Sewer System*
- J. Concrete Curb and Gutter
- K. Concrete Sidewalk

- L. Underground Utilities
- M. Right Turn and Left Turn Access Lanes

The improvements shall be installed in accordance with City standards, ordinances, and plans and specifications which have been prepared by an Engineer registered in the State of Minnesota and reviewed and approved by the City Engineer. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health, Anoka County Highway Department and other agencies before proceeding with construction. The City, at the Developer's expense as set out in Section 19 (E), shall have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's Engineer shall schedule a preconstruction meeting at a mutually agreeable time at the City offices with all parties concerned, including the City staff, to review the program for the construction work. A complete set of reproducible "As Built" utility plans shall be prepared by the City Engineer. The Developer shall provide electronic AutoCAD files to the City Engineer for preparation of the "As Built" plans. A complete set of "As Built" grading plans shall be prepared by the Developer's Engineer. The cost of preparing these plans shall be paid for by the Developer. Developer will construct and pay for the sanitary sewer and water service and other Improvements recited in this paragraph 6 above within the Property, pursuant to the plans and specifications as provided herein and Developer will construct and pay for the right and left turn access lanes for access to the site on County Road 72 / Rum River Boulevard NW. The City shall reimburse the Developer for the increased cost of the pipe material for oversizing the pipes associated with utilities constructed within the Property.

* The City has constructed certain water and sanitary sewer infrastructure within the Property in accordance with the Amendment to Development Agreement Rum River Bluffs dated September 8, 2009. As a condition to the execution and release of the plat for RUM RIVER BLUFFS 2ND ADDITION, the deferred special assessments and interest thereon for this work must be paid in the manner required by Section 26 below and Developer agrees to execute a Public Improvement and Assessment Agreement that will be recorded against the Property in a form similar to Exhibit E attached hereto.

The Developer shall obtain all necessary approvals from Anoka County and prepare necessary plans to construct right in and left in access lanes (passing lanes) from County Road 72 / Rum River Boulevard NW.

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

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

7. **Security.** To guaranty the compliance with the requirements, provisions, limitations and terms set forth in this agreement, and the installation and construction of improvements in a good and workmanlike manner, pursuant to the plans and specifications and the requirements of the City Engineer, and payment of the costs of all improvements, the

Developer shall furnish and deliver to the City a letter of credit, in the form attached hereto (or as deemed acceptable by the City) from an FDIC insured bank ("security") prior to beginning any construction within the plat. The letter of credit shall renew automatically until released by the City. The amount of the security includes all the security requirements set forth in this Agreement and was calculated as follows:

CONSTRUCTION COSTS:

Sanitary Sewer	\$ 46,569.60
Water Main	\$ 66,567.50
Storm Sewer	\$ 92,749.50
Streets	\$ 281,698.50
Sidewalk	\$ 47,337.50
Turn Lanes	<u>\$ 150,000.00</u>
CONSTRUCTION TOTAL	\$ 684,922.60

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the reasonable approval of the City Administrator. The Letter of Credit shall allow the City to draw upon the instrument, in whole or in part, in order to complete construction of any or all of the improvements or to satisfy the claims of Contractors or suppliers which have not been satisfied by Developer and to pay any fees or costs due to the City by the Developer. The City may draw down the security, upon ten (10) business days' prior written notice to the Developer for any violation of the terms of this Agreement. Amounts drawn shall not exceed the amounts necessary to cure to the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. 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 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.

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

Administrative Escrow (Engineering, City Administration, Legal Expenses)	\$ 50,000
Park Dedication	\$ 97,500

TOTAL CASH REQUIREMENTS **\$147,500**

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

9. Responsibility for Costs.

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

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

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

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments, as outlined in Sections 18, 19 and 20 herein, referred to in this Agreement. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

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

F. In addition to the charges herein and special assessments referred to 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.

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

The Developer further agrees to provide a 30 foot drainage and utility easement around all delineated wetlands.

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

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

12. **Time of Performance.** The Developer shall install all required public improvements in accordance with the approved Plans by November 30, 2017. The final wear course on streets shall be installed between August 15 and September 15 the first summer after the base layer of asphalt has been in place for one freeze thaw cycle. The Developer may, however, request in writing an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement must have the written approval of the City Engineer and may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer.

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

14. **Ownership of Improvements.** The acceptance by the City of the work and construction required by this Agreement and the improvements lying within public easements shall operate to transfer such property to the City without further notice or action this transfer shall be effective at the time of acceptance even if such improvements were accepted before the entry into this Agreement.

15. **Claims.** In the event that the City receives claims from labor or materialmen that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers or materialmen are seeking payment out of the financial guarantees posted within the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letters of credit in an amount up to 125% of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the funds deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys fees pursuant to this Agreement. The City will endeavor to notify the Developer of its intention to draw down the letter of credit. The City will give the Developer five (5) days notice, unless the security will expire within thirty (30) days, to deposit with the court an equal amount of cash in lieu of the City drawing down the letter of credit.

16. **Park and Trail Dedication and improvements.** The Developer agrees to comply with all recommendations by the City Parks Commission related to this development. Specifically, the Developer agrees to pay \$2,500.00 per lot or \$97,500.00 (39 lots x \$2,500.00) as and for park dedication fees for RUM RIVER BLUFFS 2ND ADDITION. The Developer shall pay all park dedication fees in advance of filing of the plat. The Developer will also install a five (5) foot sidewalk along the north side of 235th Lane, along the west side of Undercliff Street NW, along the east side of Vintage Street NE and Vintage Court NW. Developer shall also install an eight (8) foot bituminous trail along the west side of Quay Street.

17. **Landscaping.** The Developer or Builder shall provide landscaping and ground cover consistent with Section 10-20-4 of the City's Zoning Ordinance. This includes the planting of two trees on every lot in the plat, one of which must be in the front yard. The tree shall be selected from among the following species or other species listed in Zoning Ordinance Section 10-20-4-B-1-a:

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

Green Ash (and varieties "Marshalls" and "Summit")
Honeylocust (and varieties "Imparial", "Skyline" and "Sunburst")
Hackberry
Oak

The minimum tree size shall be two inches caliper, either bare root in season or balled and burlapped. The trees shall not be planted in the right-of-way. The Developer shall assure that the front and side yards of each lot are properly graded, three inches of topsoil added, sod laid to complete front yard including right-of-way (seeding will be allowed in front yard if a sprinkler system is also installed), and seeding or sod to remainder of disturbed area of lot. Weather permitting, the trees, sod, and seed shall be planted before Certificates of Occupancy are issued for a lot. All required trees and sodding/seeding shall be provided within ninety (90) days after completion of the home/building construction or before a Certificate of Occupancy is issued for a house, whichever comes first. In the event that weather conditions prohibit the planting of trees and sodding/seeding, the Developer or Builder shall provide proof of escrow or financial security in the amount of \$3,000 or as otherwise may be determined as consistent with Section 10-20-4-C-2 of the City's Zoning Ordinance. All required trees and sodding/seeding shall be provided no later than October 1 of every year, unless an extension is granted by the City. Once the required trees have been planted, the City will release the security.

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

18. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years. The one year warranty period on streets shall commence after the final wear course has been installed, the Final Project Punchlist has been completed, and the Development has been accepted by the City Council as documented in official City minutes. The two year warranty period for underground utilities shall commence after all required testing has been completed and the bituminous base course pavement has been installed. Additionally, all trees grass and sod, shall be warranted to be alive, of good quality and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer shall post maintenance bonds or other security acceptable to the City in the amount of twenty-five (25%) of final certified construction costs to secure the warranties. The City shall retain twenty-five percent (25%) of the security posted by the Developer until the maintenance bonds are furnished the City or until the warrant period expired, whichever first occurs. The retainage may be used to pay for warranty work. The security shall not be released until the expiration of the warranty, and if any claims shall be made within the warranty period, the security shall not be released until such claims have been resolved.

19. **Responsibility for Costs.**

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

B. The Developer shall hold the City and its officers and employees harmless from claims made by third parties for damages sustained or costs incurred resulting from the plat approval and development. The Developer shall indemnify and agrees to defend the City and its officers, employees and agents for all claims, costs, damages or expenses, which the City may pay or incur in consequence of such claims, including attorney fees and costs.

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

D. The Developer shall pay, or cause to be paid when due all amounts referred to in this Agreement. The Developer, its successors and assigns agree that any assessment to be levied against the property by the City, pursuant to this agreement is reasonable and does not exceed the benefits received by the property and agrees to waive in all respects any appeal, which could be made as to the amount of the assessment. Developer consents to the assessment of all amounts not promptly paid pursuant to this agreement against the property as defined in Exhibit A. This agreement shall bind Developer, its heirs, successors and assigns. While the City may assess the Property for the payment of amounts due under this Agreement, the obligation shall remain a personal obligation of the developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If said bills are not paid on time, the City may halt all plat development work and construction, including but not limited to the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of 8% per year. The City may draw against the letter of credit at its discretion to pay said overdue bills of this subdivision or any overdue bills of previous phases. The Developer may, by written request, receive copies of all bills in the City's possession that are to be billed to the Developer.

F. In addition to the charges referred to herein, other charges and special assessments may be imposed such as building permit fees.

20. **Developers Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance, unless

this agreement provides for greater notice. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property as provided herewith.

21. **City Engineering Administration and Construction Observation.** Developer will undertake and finish the required staking. The Developer shall pay a fee for engineering administration and legal. City engineering and administration will include monitoring of 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 requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a \$50,000 escrow, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and street construction and will be billed on standard hourly rates. Upon final inspection, if the inspector is satisfied that the work has been completed and the Developer has fulfilled all of its obligations under the plans and specifications, the inspector will review the seeding and drainage facilities, and report to the City regarding the acceptance of such improvements. (Some seeding may be required under Paragraph 8 for erosion control prior to final inspection.)

22. **Miscellaneous.**

A. The Developer represents to the City that the plat complies with all City, County, Metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. The Developer represents that all lots meet the minimum standards of the City's zoning ordinances unless otherwise stated in the variance granted with the preliminary plat approval. The Developer further represents to the City that all construction will be in accordance with City standards or applicable ordinances, regulations and policies. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

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

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

E. The City will not issue any building permits prior to the first lift of bituminous base pavement on the streets, concrete sidewalk, bituminous trail, and underground utility installation; except the City will allow up to three (3) building permits to be issued for model homes after installation of utilities (including testing and a determination that the utilities are operational), but before pavement of the streets with bituminous surface.

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

The Developer shall use these model homes only for real estate sales purposes and no other purposes. No certificate of occupancy shall be granted prior to the terms of this agreement being met and all landscaping requirements for the lot are satisfied.

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

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

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

I. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for the property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by

any of them. Limits for bodily injury and death shall be not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$250,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City and consulting engineer shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

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

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

L. The Developer shall deposit in an existing escrow account with the City the amount of Fifty Thousand Dollars (\$50,000) for engineering, administration and legal costs of inspection, administration and legal fees.

N. The Developer shall clean and televise all sanitary sewer mains prior to acceptance by the City. The Developer shall provide two copies of a DVD and suitable log of all televising performed

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

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

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

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

BL Holdings, LLC
4920 173rd Avenue NE
Ham Lake, MN 55304

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

St. Francis City Hall
23340 Cree Street N.W.
P.O. Box 730
St. Francis, MN 55070
ATTN: City Administrator

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

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

26. **Deferred Assessments.** In accordance with that Amendment to Development Contract Rum River Bluffs dated September 8, 2009 (the "Amendment"), the City constructed a water main through the Property. Pursuant to the Amendment and a letter agreement dated April 15, 2010, the City and Developer of Rum River Bluffs (Semler Development, LLC) agreed to defer the special assessments for this work. The parties both agreed that they received benefit by having the water main constructed through the Property. The Developer hereby acknowledges the benefit of the work performed on the Property and agrees to the special assessments to be spread against the 39 lots in the plat as follows:

A. The parties reaffirm the amount of the assessments for the work to be performed on the Property to be \$282,530.00.

B. The City and the Developer agree to spread the special assessments out over and upon the 39 lots of the Plat of Rum River Bluffs 2nd Addition in the amount of \$7,244.36 ($\$282,530.00 / 39 = \$7,244.36$) each.

C. Interest on the special assessments shall commence to accrue on the date of this Agreement.

D. The special assessments shall be due and payable in full on the first to occur of a) any of the platted property is sold and/or conveyed, transferred or assigned, then the specials on said lots shall be due and payable; b) the issuance of a building permit for a lot will require that the special assessments owed upon that lot shall be due and payable; and c) on September 8, 2019.

E. Developer / Owner hereby waives notice of assessment hearing for the improvements, agrees to the assessment amounts as recited herein and specifically waives their right to appeal said assessment as provided by Minnesota Statute Section 429.081.

F. Developer / Owner agrees this agreement shall have the same force and effect as a petition presented pursuant to Minnesota Statute Section 429.081 and specifically waives any public hearings with respect to the proposed assessment.

27. **Zoning Regulations.** The Property is zoned PUD, Planned Unit Development. The zoning standards are as found in the City's R-2, Single Family Residential District, except as may be otherwise stated in the Preliminary Plat and Planned Unit Development Approval. The front yard setback shall be required to be 35 feet for all lots.

[Signatures appear on following page.]

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

687568-v3

EXHIBIT A
LEGAL DESCRIPTION

Outlot A Rum Rive Bluffs according to the recorded plat thereof, Anoka County, Minnesota.

EXHIBIT B

**PLANS AND SPECIFICATIONS
FOR STREETS WITHIN PLAT OF
RUM RIVER BLUFFS**

EXHIBIT C

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

EXHIBIT D

SOIL EROSION CONTROL PLAN AND SCHEDULE

EXHIBIT E

Public Improvement and Assessment Agreement

**PUBLIC IMPROVEMENT
AND ASSESSMENT AGREEMENT**

(Tax parcel Nos.)

THIS AGREEMENT (THE "Agreement") made this ____ day of _____, 2016, by and between the CITY OF ST. FRANCIS, A Minnesota municipal corporation ("City") office at 23340 Cree Street NW, P.O. Box 730, St. Francis, MN 55070 and BL HOLDINGS, LLC, a Minnesota limited liability company, whose address is 4920 173rd Avenue NE, Ham Lake, MN 55304 ("BL Holdings").

RECITALS

A. BL Holdings represents and warrants that it is the sole owner of real property located in the City of St. Francis, Minnesota legally described as Outlot A, Rum River Bluffs, Anoka County, Minnesota and also referred to herein as Tax Parcel No. _____.

B. The properties owned by BL Holdings as set forth above are collectively referred to herein as the "Subject Property".

C. The City has constructed a watermain, and other improvements on the Subject Property (the "public improvements"). The costs incurred for the public improvements total \$282,530.00.

D. The Subject Property shall be assessed costs, fees and charges associated with the public improvements in the total amount of \$282,530.00.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **ASSESSMENT.** The Subject Property is hereby assessed by the City of the public improvements in the principal amount of \$282,530.00.

a. **BL Holdings Property.** The assessment shall be spread over a three (3) year period, together with interest at the rate of five percent (5%) per annum on the unpaid balance. Interest shall accrue from the date of this document. The first installment shall be due and payable with taxes due and payable in 2017. The assessment shall be deemed adopted on the date this Agreement is signed by the City. This amount will be a lien against the affected property.

b. Assessments Due. The special assessments shall be due and payable in full on the first to occur of a) any of the platted property is sold and/or conveyed, transferred or assigned, then the specials on said lots shall be due and payable; b) the issuance of a building permit for a lot will require that the special assessments owed upon that lot shall be due and payable; and c) on September 8, 2019.

2. RESPONSIBILITY FOR ASSESSMENT. The City of St. Francis and BL Holdings have reached an agreement that BL Holdings shall be solely responsible for payment of the assessment against the Subject Property as set forth above and this responsibility is reduced pro rata as parcels of the Subject Property are sold to the extent that Buyer specifically assumes responsibility for a portion of the Assessment as outlined in Paragraph 2.

3. WAIVER. By signing this Agreement BL Holdings waives any and all procedural and substantive objections to the public improvements and the special assessment against the Subject Property, including but not limited to hearing requirements, process or validity and any claims that the assessment exceeds the benefit to the Subject Property or to otherwise contest the amount of the assessment and BL Holdings further waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

4. BINDING EFFECT; RECORDING. This Agreement shall be binding upon the City of St. Francis and BL Holdings, their successors and assigns. This Agreement may be recorded against the title to the Subject Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Anoka County, Minnesota; and they agree to make any changes in this Agreement that may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property. The City shall be responsible for any and all recording fees incurred to record this Agreement.

5. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable, such provision, if feasible, shall be deemed to be modified to be within the limits of enforceability or validity; if, however, the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement sets forth the entire understanding of the parties regarding the subject matter contemplated herein and supersedes any prior oral or written agreement between the parties related to such subject matter. This Agreement may be amended, modified or terminated only by an instrument signed by the parties.

7. CONTROLLING LAW. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

8. COUNTERPART SIGNATURES. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and BL Holdings have executed this Agreement effective as of the day and year first above written.

CITY OF ST. FRANCIS,
a Minnesota municipal corporation

APPROVED:

Steve Kane
Mayor of St. Francis

By: _____
Barbara I. Held
City Clerk

ATTEST:

Barbara I. Held
City Clerk

BL HOLDINGS, LLC,
a Minnesota limited liability company

By: _____
Its: _____

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by Steve Kane and Barbara I. Held the Mayor and City Clerk of the City of St. Francis a Minnesota municipal corporation pursuant to the authority granted by its City Council.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of ____, 2016 by _____ and by _____ the _____ and the _____ of BL Holdings, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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



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

ORDINANCE 220, SECOND SERIES

**AN ORDINANCE AMENDING THE OFFICIAL CITY OF ST. FRANCIS ZONING MAP TO
REZONE PROPERTY AT 3518 BRIDGE STREET ASSOCIATED WITH THE EAST VILLAGE
FINAL PLAT TO B-2, GENERAL COMMERCIAL**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Map Amended. The official zoning map of the City of St. Francis is hereby amended to change the zoning classification of the following legally described property to B-2, General Commercial:

Lot 1, Block 8, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, Anoka County, Minnesota.

and

That part of Lot 5, Block 7, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, lying westerly of the northerly extension of the westerly right of way of Quay Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

and

(PER TORRENS CERTIFICATE OF TITLE NO. 94809)

That part of the Southwest Quarter of the Southeast Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota, as described as follows:

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 15 minutes 14 seconds West; along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 360.57 feet; thence South 89 degrees 52 minutes 05 seconds West, a distance of 175.99 feet to a point hereinafter referred to as Point "A"; thence North 00 degrees 22 minutes 12 seconds West, a distance of 289.41 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 165.00 feet; thence North 00 degrees 22 minutes 12 seconds West, a distance of 132.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 85.82 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 170.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 210.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 94.00 feet to the point of beginning of the land to be described; thence South 89 degrees 42 minutes 41 seconds West, a distance of 165.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 155.70 feet to the intersection with a line bearing South 89 degrees 52 minutes 05 seconds West from said Point "A"; thence South 89 degrees 52 minutes 05 seconds West, a distance of 100.00 feet; thence North 00 degrees 24 minutes 08 seconds West, a distance of 419.43 feet; thence North 89 degrees 42 minutes 41 seconds East, a distance of 265.00 feet to the intersection with a line drawn on a bearing of North 00 degrees 24 minutes 08 seconds from the point of beginning; thence South 00 degrees 24 minutes 08 seconds East, a distance of 264.00 feet to the point of beginning.

(Said tract is also known as Lots 2, and 3, and part of Lot 4, Block 8, "Village of St. Francis")

Subject to an easement for highway, utility, drainage, biking/walking, construction of slope purposes in favor of the County of Anoka over the north 40 feet of the west 165 feet of the above-described land, as set forth in quit claim deed dated January 12, 1999, and filed January 19, 1999, as Anoka County recorder document no. 1401133.

Section 2. The City of St. Francis Zoning Administrator is hereby directed to make the appropriate changes to the official zoning map to reflect the change in zoning classifications as set forth above.

Section 3. A copy of this Ordinance and the updated map shall be kept on file at the St. Francis City Hall.

Section 4. This Ordinance shall be effective upon 30 days from publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th DAY OF JULY, 2016.

APPROVED:

Steve Kane
Mayor of St. Francis

ATTEST:

Barbara I. Held
City Clerk

(seal)

MEMO

To: Mayor & Council
From: City Administrator
Date: 7/18/16
RE: Night to Unite

At a previous City Council Meeting, the suggestion for City Staff to take a more active role in the Night to Unite was presented. As of now, Police Reserves are tentatively scheduled to be in Community Park. In addition, Officer Black is scheduled to have a drug display and Eddie the Eagle in attendance. There will also be a fire truck and fire fighters in attendance at Community Park. Firefighters will generally try to make rounds to go and visit block parties that file with the Police Department. Police Reserves and/or Officers can generally make appearances at these parties, pending their availability.

Traditionally speaking, the Community Park activities is usually in conjunction with the Lions Club, Chamber of Commerce and Ambassadors.

To date, we have not had any neighborhoods register block parties with the Police Department. Also, with our current staffing at the Police, the department is calculating how many officers and reserves will be available.

With that, if Councilmembers wish to request a department head or the City Administrator to visit block parties with them, we can try to ensure that someone is available. I will encourage department heads to make themselves available with St. Francis apparel for the Community Park activities.

Action to be considered:

Review and discuss the approach to Night to Unite.

MEMO

To: Mayor & Council

From: City Administrator

Date: 7/18/16

RE: Worksession

City Staff would like to schedule a worksession with the City Council. While the agenda is not set for this worksession yet, the main topics will likely be the Oak Grove letter concerning water services; 2017 Budget; and possibly some housekeeping items.

Action to be considered:

Review and discuss, set up a worksession date.