

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
APRIL 2, 2018
ISD #15 CENTRAL SERVICE CENTER
4115 Ambassador Blvd NW
6:00 pm

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA - *All matters listed within the Consent Agenda are considered routine items to be enacted upon by one motion by the City Council. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.*
 - A. City Council Minutes – March 19, 2018
 - B. Fireworks Agreement with Northern Lighter Pyrotechnic for display during Pioneer Days
 - C. Acknowledge the Donation Received from Blaine Blazin 4th for Pioneer Days
 - D. St. Francis Lions 5K Run/Walk – June 9, 2018 Pioneer Days Event
 - E. Lease Amendment with American Tower – Resolution 2018-13
 - F. Proclamation “Week of a Young Child” April 15-21, 2018
 - G. Payment of Claims
5. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person ***
6. SPECIAL BUSINESS
7. PUBLIC HEARINGS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. River’s Edge Development (Laketown Homes, LLC) – Planned Unit Development - Res 2018-14
 - B. TH Construction of Anoka Inc. – Variance Request – Resolution 2018-15
 - C. HVAC Replacement for Liquor Store
 - D. HVAC Replacement for Warming House
 - E. Heating, Ventilation and Air Conditioning Service Contract for City Buildings
 - F. WETT Program Student Internship
10. MEETING OPEN TO THE PUBLIC **Maximum time of five minutes per person ***
11. REPORTS
 - A. Community Development Director – 2017 Annual Report
 - a. Septic System Notice
 - B. Councilmember Reports -
 - C. Upcoming Events –
 - Apr 9 City Council Work Session @ City Hall 5:30 pm
 - Apr 16 City Council Meeting @ ISD #15 Central Services Center 6:00 pm
 - Apr 18 Planning Commission Meeting @ ISD #15 Central Services Center 7 pm
 - Apr 28 Recycling Day @ Public Works 4020 St. Francis Blvd 8 am to 2 pm
12. ADJOURNMENT

MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – April 2nd, 2018 Council Meeting

Agenda Items:

4. CONSENT AGENDA:

- a. City Council Minutes – March 19th, 2018
- b. Fire Works Agreement - The proposal for the City to obtain insurance and the Liquor Fund to contribute \$10,000 for the fireworks has been the historical practice.
- c. Donation Approval – The City has obtained a **\$2,000** donation from Blaine's Blazin 4th. The donation is for Pioneer Days and will be transferred to the Chamber of Commerce.
- d. St Francis Lions 5k Run/Walk – June 9th, 2018. A permit, insurance and a map are attached for review.
- e. American Tower Lease Renewal – **Resolution 2018-13 Amending Lease Agreement with American Tower**. The amendment renews the lease for 8 additional five year terms and provides the City with a lump sum payment of **\$65,000** upon signing the documents.
- f. Proclamation – Proclamation declaring the week of April 15th – April 21st the "Week of the Young Child" in St. Francis, MN.
- g. Payment of claims -

6. Special Business:

- A. None –

7. PUBLIC HEARINGS

- A. None -

8. OLD BUSINESS

- A. None -

9. NEW BUSINESS

- A. Rivers Edge – Planned Unit Development – First Phase (112 units)

- 1) Template approval "I move we approve **Resolution 2018-14** based on the findings of fact listed on Page 20 of the report and subject to the conditions on pages 21 & 22 as may have been amended here tonight."
- 2) Template Denial "I move to deny the proposed PUD based on the following

findings of fact... (Insert your findings).

B. T.H. Construction – Variance request for the following: 1.1 ft. side yard setback; 0.7 ft. side yard setback; 6 ft. side yard setback; and 3.9 ft. side yard setback. These four requests are for four different lots.

- 1) Template approval “I move we approve **Resolution 2018-15** based on the findings of fact and recommended conditions listed on page 8 of the staff report.”
- 2) Template Denial “I move to deny the requested variances based on...(insert findings).

C. HVAC Replacement for Liquor Store – A low quote from NAC was obtained for **\$14,819**. This replacement has been scheduled in the CIP and the source of funds for the replacement would come from the Liquor Store.

D. HVAC Replacement in Warming House – NAC has offer a low bid of **\$6,921** for replacement of the HVAC system in the warming house. This is a planned expenditure in the CIP. Funds for the replacement are available in the Park Fund #226 which is unrestricted. There is a balance of **\$21,838.13**.

E. Heating, Ventilation, and Air Conditioning Service Contract – Four quotes to perform annual preventative maintenance on the City’s Heating, Ventilation and air conditioning. NAC offered the low quote in the amount of **\$5,312** with mild escalations in the subsequent years. The quote results are below in ascending order:

- 1) NAC - **\$5,312**
- 2) Owens - **\$7,500**
- 3) Yale - **\$8,279**
- 4) Air Mechanical - **\$8,345**

F. WETT Program Student Internship – Authorize the Public Works Director to enter into the agreements for two WETT program student internships.

11. Reports:

- A. Community Development – Annual Report
 - a. Septic System Notice
- B. Councilmember Reports

12. Adjournment

CITY OF ST. FRANCIS
ST. FRANCIS MN
ANOKA COUNTY

CITY COUNCIL MINUTES
MARCH 19, 2018

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The regular City Council meeting was called to order at 6:00 pm by Mayor Steve Feldman.

2. **ROLL CALL**

Members present: Mayor Steve Feldman, Councilmembers Jerry Tveit, Joe Muehlbauer, Robert Bauer and Rich Skordahl.

Also present; Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Anderson), City Administrator Joe Kohlmann, Community Development Director Kate Thunstrom, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, and City Clerk Barb Held.

3. **APPROVAL OF AGENDA**

MOTION BY BAUER SECOND MUEHLBAUER APPROVING THE REGULAR CITY COUNCIL AGENDA. Motion carried 5-0.

4. **CONSENT AGENDA**

MOTION BY MUEHLBAUER SECOND TVEIT TO APPROVE THE CONSENT AGENDA ITEMS A- E AS FOLLOWS

- A. City Council Minutes – March 5, 2018
 - B. City Council/EDA Work Session Notes
 - C. Declaring Surplus Property (Bicycles) – Resolution 2018-12
 - D. Accepting the Resignation of Part time Liquor Store Clerk Mandy Komorous
 - E. Payment of Claims \$ (Check #'s 73888)
- Motion carried 5-0.

5. **MEETING OPEN TO THE PUBLIC**

- A. Liz Fairbanks 24360 Yukon Street NW, heard that a person wanted to build a \$400,000 plus house in St. Francis but his garage was too large for the area. Would like the council to look at the garage sizes. Feldman asked Thunstrom what size is allowed. Depends on each circumstance for each lot. Feldman asked has he come before us, have they talked with Kate? Fairbanks said she just said she would bring it up for him. Tveit said every lot could be unique.

6. **SPECIAL BUSINESS**

None

7. **PUBLIC HEARING**

None

MOTION BY TVEIT SECOND SKORDAHL TO ACCEPT THE \$1,000 DONATION FROM NORTHLAND SCREW PRODUCTS TO HELP FUND THE "WINNING WITH COPS" PROGRAM.

Motion carried 5-0.

B. Snowmobile Request Discussion

City Administrator Joe Kohlmann reported the City received a request from Jeff Weaver to allow snowmobiles parking on the SE corner of Bridge Street and Rum River Blvd. The property is currently owned by Anoka County.

Snowmobiling is prohibited along Bridge Street, so the snowmobilers would travel up or down along the Rum River to get to this destination. Included in past documents how snowmobiling restriction have evolved.

Feldman said I am not against snowmobiles. The area they are looking at is a small area. Feldman read some excerpts from previous meetings.

February 18, 2003: Councilmember Jones indicated that Chief Froh had stated they are having a lot of problems with them (snowmobiles) in town. Chief Froh stated they can not catch them all. Council member Jones said he would like to ban them altogether from the City. Councilmember Dressen stated the snowmobiles are abusing the sidewalks and trails. Councilmember Brown said he would not disagree with banning them altogether.

March 17, 2003: Chief Froh also had pictures of where snowmobiles had violated the signs that had been put up by the snowmobile associates. Chief Froh stated the Snowmobile club did a great job with signage but people are not paying attention to them. Councilmember Schoer stated that he too has called the police regarding snowmobiles and stated that he also owns one but you have to look at what is overall best for the City.

April 7, 2003: Councilmember Jones stated he does have somewhat of a concern on being able to let the snowmobiles run through town if they need to get gas. Councilmember Dressen stated if you contact the police department that was the areas in town that was the problem. Councilmember Schoer stated unfortunately if you let them go to Casey's they are going to do as they are doing now and not follow the trail.

It always take one or two to wreck if for everyone. The St. Francis Forward is important and we would like to see development this area. In talking with police and public works departments, they are not having many problems with the current restrictions. How would a parking area for snowmobiles fit for us? Weaver from Anoka City provided pictures on how they handle it in Anoka. We have to be careful on passing something and then take it back. It is a small area and really only one restaurant would benefit from this.

Tveit said before I was elected in 2009, snowmobiling was outlawed in the city. We brought it back to certain areas. But still no snowmobiling was allowed along Bridge Street. The bridge is just not wide enough and I agree with that. Since 2009, it has been going well. Anoka has done a very good job with their

snowmobile area. They have fencing all along the trail from the river to the lot. It helps the local businesses. Weaver did check with Anoka County and they would be open for discussion. We are out of the Metro area and that is why people move out here. St. Francis Forward said to utilize the river in the summer, why not the winter. Feldman would the club enforce it if there are problems. Tveit said the snowmobile club drivers are the most responsible.

Feldman said if you open it up how does it fit with our future growth in this area. Different areas were discussed. Feldman said being it is Anoka County property would they make a smooth transition up the hill. Feldman said I am not against snowmobiles but want to think long term. Tveit stated Anoka County expanded a spot up by Anoka High School from the Rum River for kids to be able to drive to school.

Feldman said so the snowmobiles would access from the river to a fenced area. Tveit said yes. Feldman said let's ask the business and residents first.

Muehlbauer open to discuss it more but is somewhat concerned with business and residents in the area.

Bauer said most of the winter I see open water under the bridge. Not sure about the safety with the slant of the hill and the open water. I would like to see more information.

Tveit said County Market purposely do not plow part of their parking lot for the snowmobiles to park when they are using the trail along Hwy 47.

Skordahl said we should try to utilize the river more. Never thought about using it in the winter. Wonderful asset but also a hindrance, it defines the city by dividing it into two. However, I do agree with Bauer and concerned about the safety. Would like to see this become a possibility. I think we could do something to allow people to get off the river but not allowed to travel along Bridge Street. If it can be safely done, I am okay with it.

Feldman asked for the police input. Chief Schwieger stated if you can keep them contained it could work. Main concern if they go out and drive on Bridge Street and in the park that will cause a problem. Feldman said we would need to move cautiously and look at all safety concerns, make it a destination area.

Schwieger said the open water could also be a concern. Feldman said I would like the Sno Ghost Snowmobile Club to be part of the discussion. We would need to make it fit for us just not what other cities are doing.

Direct staff to look at the possibilities at how we could allow snowmobiles to ride the Rum River and access a parking area. Concerns are safety with open water, the riverbank and fencing. Also, have staff contact Anoka County.

C. Fire Department SCBA – Received Payment

Kohlmann reported the fire department purchased new SCBAs with a transfer from the Liquor fund authorized by the city council in November 2017. Discussion at the meeting when approved is where would be funds go once a payment is received for the used SCBAs. The city received \$3,360. Asking for clear direction.

Feldman said I am firm believer you pay back the fund you took it from but for this I don't have a problem keeping this amount in the general fund.

Bauer was for the funds to go back into liquor store fund or general fund.

Skordahl said not sure, if I care that it goes back to the liquor fund. I think I would put it back into the general fund. Unless there is something, we need something that is unexpected now that we could use the funds for.

Muehlbauer agreed, back in general fund or capital equipment fund.

Tveit said if we put it back in the liquor fund, we need council approval to take it back out. We are not losing the money just in a different fund. I really don't have preference.

Feldman asked Fire Chief Schmidt do you have something you need to purchase now? Schmidt said the fire department definitely has some needs but do not have anything earmarked for it right now.

Feldman asked Finance Director Mulvihill what her thoughts were and she said the capital equipment fund.

Council direction to put the money received \$3,360 for the old SCBA's in the capital equipment fund.

D. Schedule a Work Session

Staff would like to schedule a work session for the following topics:

1. Street Maintenance
2. Economic Development
3. City Buildings

Consensus to set the work session for Monday, April 9 at 5:30 pm at city hall.

10. MEETING OPEN TO THE PUBLIC

None

11. REPORTS

A. Public Works – Monthly Report

Public Works Director Paul Teicher gave a brief overview of the monthly reports and asked if there were any questions. Right now, they are working on preventative maintenance.

Feldman asked when will the filters be changed. Teicher stated as soon as we have completed our training on the scissor lift.

Muehlbauer asked when will you start with your video.

Bauer wants people to know please don't flush everything down the toilet. Two lift stations needed to be worked on due to being plugged because of rags.

Skordahl reported, we all received our storm fee invoice. When will the report come to the council? Teicher stated we are currently in the process of part 2. Working with other communities on public education packets that are being put together.

New plow truck is exceeding our expectations.

B. Councilmember Reports-

Skordahl would like to remind the citizens to be a little weary of voice mail scams. There are many scams out there. You can report these calls to police department.

Bauer reminded everyone of the March 21 Planning Commission meeting and the March 24 Easter Egg Hunt at Community Park 10 am.

Muehlbauer met with different staff. Be safe and enjoy Easter.

Tveit said city hall does have a handout on the stormwater fee information. The permit requires us to do certain things not just cover the cost of the permit. This money is kept in a special fund. Money is only spent for approved expenditures tied to the permit.

Feldman stated the City is under state guidelines to do this. A powerpoint is out on the website explaining the fee. The newsletter is sent out on a quarterly basis. My mayor's report is trying to keep you up to date on what we are doing. Newsletter is on the website too. Plus, if you have a high water bill have it checked out. A leaky toilet is costly. Reducing rates will be helped with new development. Take some hints on how you can fix some leaks. Call Jen at public works if you have questions. The website was revamped for you. Please read the newsletters. Signaling at roundabouts help out the other vehicles. Facebook is fun for pictures but if you have an issue or concern please call staff

or ask the council. Work with us to work with you. Come talk to us, staff is there. We are approachable.

Talked to Lori at the police department last week and a committee for night to unite will be formed and it will be in one location and all will work together.

I have posted on my Facebook page an article I would like to read to you.

On March 14th many students chose to walk out of class for 17 minutes, but these two individuals chose to hand out 17 anonymous notes and charms to honor the 17 victims of the Florida shooting. After receiving a note and charm, the School Resource Officer, Jody Black did some investigating and found out that the two anonymous students were Brooklynn Myers and Arayanna Soucy. They told officer black that they wanted to do something positive during the 17 minute walk out. The girls went to JoAnn's and bought 17 charms (with their own money!) in honor of the 17 victims that were killed in Florida. They did not write their name on any of the notes and said they wanted it to be a random act of kindness.

The St. Francis Police Department would like to thank these two students for their compassion and humble acts of kindness.

Very enlightening, positive. Like to see young kids to get engaged, commendable. Like to share this when you get positive news.

B. Upcoming Events -

Mar 21 Planning Commission Meeting @ ISD #15 Central Services Center 7 pm
Mar 24 St. Francis Lioness/Lions Easter Egg Hunt @ Community Park 10 am
Apr 2 City Council Meeting @ ISD #15 Central Services Center 6:00 pm

12. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular city council at 7:09 pm.

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 B

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: Fireworks Agreement
DATE: April 2, 2018

OVERVIEW:

During Pioneer Days each year there has been a night set aside for a fireworks display. This year it is Saturday, June 9th. When the City ran/organized Pioneer Days the agreement was between the City and Northern Lighter Pyrotechnics, Inc (NLP). Now that the St. Francis Chamber of Commerce, since 2013 runs Pioneer Days the agreement is between NLP, City of St. Francis and the St. Francis Chamber of Commerce. The City does pay for the insurance of the fireworks and that is why we are still part of the agreement. The Chamber does the coordination of reserving the high school site and clean up the next day. The fire department does participate by being at the site during the fireworks and the St. Francis Bottle Shop has been the sponsored of the fireworks for many years. They have also kept the price the same for numerous years, \$10,000.

ACTION TO BE CONSIDERED:

Consideration to enter into the agreement with Northern Lighter Pyrotechnics, Inc for a fireworks display June 9, 2018 during the Pioneer Days celebration.

BUDGET IMPLICATION:

Bottle Shop sponsors the fireworks \$10,000.
Cost of the additional insurance for the fireworks is \$250.

Attachments:

- Agreement

AGREEMENT

This Agreement is made as of the **15th** day of **MARCH** in the year 2018, by and between Northern Lighter Pyrotechnics, Inc. (“NLP”) and City of St Francis (Pioneer Days) (the “Client”):

WHEREAS, NLP is a nonprofit corporation engaged in the activity of producing firework displays; and

WHEREAS, Client desires to utilize the services of NLP for its event; and

WHEREAS, NLP and Client desire to enter into this Agreement to more fully set forth and describe the duties and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

- 1. Description of Project.** On Saturday JUNE 09TH 2018 NLP shall provide for Client a fireworks display, as set forth on the permit (the “Permit”) completed by NLP describing the proposed fireworks display (the “Display”) at the location described as ST FRANCIS HIGH SCHOOL (the “Display Site”). In the event of inclement weather or other conditions that, in the sole judgment of NLP, make conducting the Display unsafe or more hazardous than otherwise agreed to by NLP, the back-up date for conducting the Display shall be AS NEEDED JUNE 10 2018
- 2. Payment.** For and in total consideration for NLP’s performance of the Display, Client agrees to pay to NLP the sum of \$10,000 (city no tax) (the “Display Fee”). The Display Fee shall be paid in full by Client to NLP on or before Day of Display with due upon execution of this Agreement to hold Date and ensure product availability.
- 3. Representations of Parties**

 - 3.1 NLP represents that the Display will be performed by its member volunteers whose qualifications and training is supervised and approved by NLP. NLP represents that it is fully experienced and properly qualified to perform the Display described herein and that it is properly licensed, equipped, organized and financed to perform such work.
 - 3.2 NLP shall supply a sufficient number of properly skilled staff and all tools, equipment, materials and facilities and perform all functions necessary to perform the Display.
 - 3.3 NLP shall perform the Display in accordance with all applicable local, state and federal rules, regulations and laws.
 - 3.4 NLP shall take all reasonable safety precautions with respect to its work, shall comply with all safety measures initiated by the authority(s) having jurisdiction at the Display Site and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Display.
 - 3.5 NLP shall be at all times an independent contractor and shall not be deemed an employee, agent, partner, joint venture or otherwise of Client.

3.6 It is the intention of the parties that the entire control of the Display Site be and remain the responsibility of NLP, and that any representative of Client who may be present, will be present only in a consulting capacity. NLP shall be solely responsible for the means, methods, techniques, sequences and procedures of the Display.

3.7 The Client shall determine, coordinate and provide the proper police and fire protection necessary to allow NLP to conduct the Display as described hereunder. The Client shall bear all costs related to providing proper police and fire protection for the Display and the Display Site. In the event NLP determines, in its sole discretion, that additional police and/or fire protection is necessary to allow NLP to conduct the Display as described hereunder, the Client agrees that it shall cooperate with such requests by NLP.

3.8 In order to ensure a safe Display site and the orderly progress of the Display, NLP shall have full and final control of all personnel, other contractors, or other individuals present on the Display site.

3.9 The Client waives all claims against NLP for loss or damage to Client's real property, personal property and fixtures arising out of or reasonably related to NLP conducting the Display.

3.10 Except as required by law, NLP shall not be required to directly correspond, communicate or interact in any way with any third parties, except with the prior consent of NLP.

4. Permits, Fees And Notices. NLP shall secure and pay for all permits. All further governmental fees, licenses and inspections necessary for the proper execution and completion of the Display shall be the responsibility and expense of Client.

5. Standard Of Care. NLP warrants that all services performed or furnished by NLP under this Agreement in relation to the Display will be performed with the care and skill ordinarily used by members of NLP's profession practicing under similar circumstances at the same time and in the same locality.

6. Indemnification. To the fullest extent permitted by law, the Client shall indemnify and hold harmless NLP, its agents, officers, employees and volunteers from and against claims, damages, losses and expenses, including claims for bodily injury, sickness, death, or to injury to or destruction of tangible property, and including, but not limited to attorneys' fees, arising out of or resulting from NLP conducting the Display, but only to the extent caused by the negligent acts or omissions of the Client, anyone directly or indirectly controlled or employed by Client or anyone for whose acts the Client may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7. Insurance. NLP shall secure commercial general liability/public liability insurance in an amount not less than \$2,000,000 naming Client as an additional insured. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of NLP and NLP's officers, directors, employees, and agents to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Display or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of NLP or NLP's officers, directors, employees, agents, or any of them, shall not exceed the policy limits of the CGL/Public Liability insurance provided by NLP under this Agreement.

8. Cancellation. In the event Client cancels the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

9. Suspension Either party hereunder reserves the right, at any time to suspend the Display (until such time that the default described hereunder is cured to the satisfaction of the non-defaulting party), in whole or in part, upon written notice thereof to the other party if:

9.1 a party hereto persistently or repeatedly refuses or fails to supply enough properly skilled staff (including police and fire protection) or proper materials for the conduct the Display;

9.2 a party hereto fails to make payment required hereunder;

9.3 a party hereto persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

9.4 a party hereto is otherwise is guilty of substantial breach of a provision of this Agreement.

9.5 In the event of a suspension hereunder that results in the cancellation of the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

10. Dispute Resolution

10.1 All claims, controversies, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in Hennepin County, Minnesota, in accordance with Commercial Arbitration Rules of the American Arbitration Association then in place.

10.2 If arbitration is invoked, then notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, controversy, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.3 An award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. No Waiver Any failure by either party to enforce at any time any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

12. Severability The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve a party to this agreement from its obligation under, nor deprive a party to this agreement of the advantages of any other provisions of this Agreement.

13. Entire Agreement The foregoing contains the entire agreement of the parties hereto, and no modification thereof shall be binding upon the parties unless the same is in writing signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

NORTHERN LIGHTER PYROTECHNICS, INC.

By: PAUL MARCHIO

Title: _____

Date: 15 MARCH 2018

CLIENT _____

By: _____

Title: _____

Date: _____

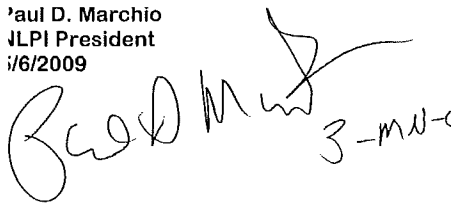
CLIENT _____

By: _____

Title: _____

Date: _____

Paul D. Marchio
NLPI President
3/6/2009





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

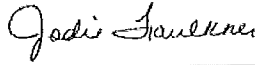
PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No): E-MAIL ADDRESS: kwolfe@ryderinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : SCOTTSDALE INS CO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Northern Lighter Pyrotechnics, Inc. 5989 Wyoming Trail Wyoming MN 55092	

COVERAGES CERTIFICATE NUMBER: 100025472 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS2668168	5/11/2017	5/11/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Additional Insured: St. Francis High School; City of St. Francis; St. Francis MN Chamber of Commerce
Location: St. Francis High School, 3325 Bridge St.
Date: 6/10/17 Rain Date: Next Available

CERTIFICATE HOLDER City of St. Francis - Pioneer Days 23340 Cree St. NW PO Box 730 St. Francis MN 55070	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 C

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Donation Approval
DATE: 03-28-2018

OVERVIEW:

The City has received a donation of \$2,000.00 from Blaine's Blazin 4th. The donation is for the Pioneer Days. This will be transferred to the St. Francis Chamber of Commerce to help with the City's Pioneer Days celebration

ACTION TO BE CONSIDERED:

Approved under consent agenda to accept the donation.

BUDGET IMPLICATION:

Reserved for Pioneer Days Celebration.

LG55 Government Approval or Acknowledgment for Use of Gambling Funds

Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)

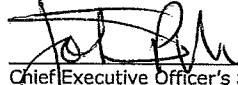
Organization Name:	BLAINE'S BLAZIN 4TH INC DBA BLAINE FESTIVAL	License Number:	92932
Address:	10801 TOWN SQ DR NE BLAINE, MINNESOTA 55449 City/State/Zip:		

- Amount of proposed lawful purpose expenditure: \$ 2000-
- Check one expenditure category:
 - A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
 - B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
 - C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
 - D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
 - E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

Pioneer Days

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: www.pca.state.mn.us

Chief Executive Officer's Signature		Date	3/15/18
Print Name	John P. Marinan	Daytime Phone	763 255 0101

GOVERNMENT APPROVAL/ACKNOWLEDGMENT

Contribution amount: \$ _____ . Government use of contribution (check one):

- Wildlife**—DNR approves the wildlife management project or activity.
- Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
- Water quality testing**—MPCA approves the surface water quality testing project.
- Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government:	<u>City of St Francis</u>	Phone:	
Address:	City/State/Zip:		

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

Signature	Date
Print Name	Title

Questions? Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 D

TO: Joe Kohlmann, City Administrator
FROM: Barb Held, City Clerk
SUBJECT: 5K Permit for Pioneer Days
DATE: April 2, 2018

OVERVIEW:

The St. Francis Lions Club has been holding a 5k Walk/Run during Pioneer Days for a number of years. The last couple of years they have added a kids run/walk. The 5k route starts and ends on the school property and runs through Rum River North County Park, however they do cross Rum River Blvd. A copy of Anoka County Permit is also included.

ACTION TO BE CONSIDERED:

Approve the 5k permits for the St. Francis Lions Club for June 9 starting at 8:00 am.

BUDGET IMPLICATION:

None

Attachments: Permit applications
Insurance
5k brochure



23340 Cree Street NW, St. Francis, MN 55070
763-753-2630

**PARADE / BIKE and or SNOWMOBILE RIDE / TRIATHLON PERMIT
5k RUN-WALK**

APPLICATION

Please complete the following form for: (Circle one) Parade-Bike/Snowmobile Ride/Triathlon
5K Walk/Run

Name of Organization St. Francis Lions

Contact Person Kristin Ferguson Date of Event 6-9-18

Address 23416 Lackawanna St. St. Francis MN 55070
(Street) (City) (State & Zip)

Phone (763) 310 0017 Email address doxiereva2@hotmail.com

Number of Estimated Participants 79 Starting/Ending Time of Event 8:00 am

*****Provide a map of the route and description of the event:**

see attached

no need for officers

(ORGANIZATION MUST PROVIDE CERTIFICATE OF INSURANCE WITH THE CITY OF ST. FRANCIS NAMED AS THE CERTIFICATE HOLDER)

Please contact the St. Francis Police Department at 763-753-1264 regarding number of officers needed for this event if you are crossing any roadways.

CITY OF ST. FRANCIS
23340 Cree Street NW
ST. FRANCIS, MN 55070
Fax 763-753-9881
city@stfrancismn.org



SPECIAL USE PERMIT REQUEST FORM

Today's Date: 2/6/18 Date of Event: 6/9/18 Arrival Time: 7:00am Departure Time: 10:00am

Park: Rum River North County Park Pavilion/Shelter/Meeting Room # or Name: yes

Name of Organization: St. Francis Lions

Address: PO Box 173 City: St. Francis Zip: 55070

Contact Name: Kristin Ferguson or Tim Holen Email Address: timholen@ymail.com

Phone Number: Primary: (763) 753 1265 Secondary: (763) 300 0017

Number of People Attending your Event: 75

Requested Special Use Activity
Please describe special activity requested and location of activity as it relates to reserved shelter / pavilion / meeting room:
Running and walking on pathway throughout park and rest area for our 5K walk/Run event

We ask permission to use our golf cart on the path to do safety monitoring

We request the use of the pavillion to pass out water refreshments and a rest area.

Specific Time Special Use Activity Will Take Place in Park: 8:00 - 9:00am

Indicate Additional Set-Up and Take-Down Time (if beyond reservation hours): 6:30 set up/till 10:00 take down

Does Activity Require Electric Hook-Up? Yes No How many?

Does Activity Require Water Hook Up? Yes No

Office Use Only

Approved by: [Signature]

Title: VISITOR SERVICES MGR

Date: 2/15/18

- Approved
- Not Approved

Additional Fees

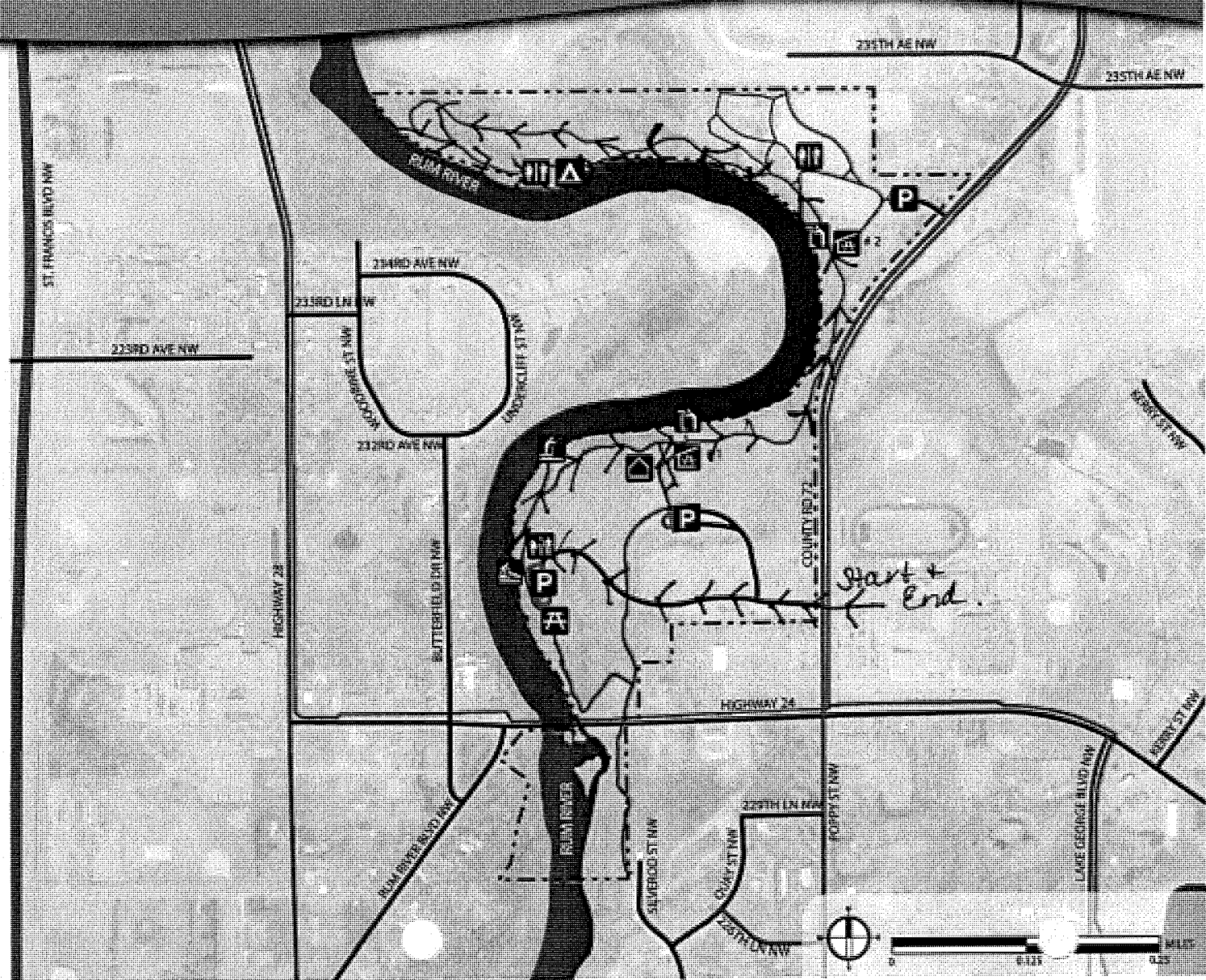
- Tent [\$25]
- Maintenance Fees [\$25 / hour]
- Other

Notes:

RUM RIVER NORTH COUNTY PARK

LEGEND

-  PARK BOUNDARY
-  BITUMINOUS ROADS
-  PAVED TRAILS
-  NATURAL SURFACE TRAILS
-  CANOE LAUNCH
-  FISHING PIER
-  OBSERVATION AREA
-  PARKING LOT
-  PICNIC AREA
-  PICNIC PAVILION
-  RESTROOM
-  MEETING FACILITY
-  CANOE CAMPSITE



Anoka County
Parks & Recreation

Open spaces in Nearby Places





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C No. Ext): 1-800-316-8705 E-MAIL ADDRESS: jloneclubs@dspins.com	FAX (A/C No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED St. Francis Lions Saint Francis Minnesota	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (W/V)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured Is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HDOG27867431	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH09061046	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Pioneer Day Walk/Run 6/10/18

Anoka County Parks is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER Anoka county Officials, agents, employees, volunteers 2100 3rd Ave Anoka Minnesota 55303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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No. 1199 P. 3 Feb. 6. 2018 2:06PM

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured The International Association of Lions Clubs			Endorsement Number 21
Policy Symbol HDO	Policy Number G27867431	Policy Period 09/01/17 to 09/01/18	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Person or Organization:

Persons or Organizations granting use of real property, including structures thereon, to a named insured;

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by, used by or rented to you.

This insurance does not apply to:

1. Any "occurrence" which takes place after the named insured ceases to have use of said premises or above items.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization as described above.
3. Liability out of the sole negligence of the additional insured.


Authorized Representative

JEFFREY S. JOHNSON
RUSSELL H. CROWDER
MICHAEL F. HURLEY
DOUGLAS G. SAUTER
HERMAN L. TALLE
CHARLES M. SEYKORA
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OF COUNSEL
JON P. ERICKSON
STEVEN G. THORSON
W. JAMES VOGL, JR.
*JAMES H. WILLS

MEMORANDUM

TO: Honorable Mayor and City Councilmembers,
Joe Kohlmann, City Administrator

FROM: David Schaps, Assistant City Attorney

RE: Lease Amendment with American Tower

DATED: March 28, 2018

The City of St. Francis entered into a lease agreement on November 30th, 1999 with American Tower to provide an antenna tower on land owned by the City located to the east of the City's municipal liquor store.

The Lease Agreement was set to expire in November of 2024; however, American Tower approached the City desiring to extend the Lease term by up to eight additional five year renewal terms.

In consideration of extending the term of the Lease, American Tower is offering a one time lump sum payment to the City of St. Francis. In addition, they have agreed that all applicable increases and escalations to the rental payments under the Lease shall continue in full force and effect through the new renewal term(s).

Our office worked with American Tower to negotiate the amended lease terms and to put the document into a fashion where we can now recommend its approval to the City Council.

In addition, the representative of American Tower has reviewed this document and has indicated in writing that the Second Amended Lease is now in a form ready for the City Council's review and approval.

Recommendation: Motion and Second Resolution 2018-13, approving the Second Amendment to Communication Site Lease Agreement with American Tower Asset Sub LLC, and authorize the appropriate City officials to execute the Second Amendment agreement documents.

739717-v1

THE SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Second Amendment to Communications Site Lease Agreement (Ground) (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Saint Francis** ("**Landlord**") and **American Tower Asset Sub, LLC, a Delaware limited liability company** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated December 22, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

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

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Sixty Five Thousand and 00/100 Dollars (\$65,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before May 31, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 30, 1999 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 29, 2024. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to

the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Saint Francis MN**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owned to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this

Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: City of Saint Francis, 23340 Cree Street, Saint Francis, MN 55070; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State of Minnesota.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Taxes.** The Parties hereby agree that Section 8 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to

reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within two (2) years after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Saint Francis

Signature: _____

Print Name: Steven D. Feldman

Title: Mayor of the City of St. Francis

Date: _____

Signature: _____

Print Name: Barbara I. Held

Title: City Clerk

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

That part of Outlot 17, Village of St. Francis, Anoka County, Minnesota, described as follows, to-wit: Beginning at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota; thence East along the South line of said Northwest Quarter (NW 1/4) a distance of 446 feet; thence North parallel with the West line of said Northwest Quarter (NW 1/4), a distance of 211 feet; thence West, parallel with said South line, 446 feet, to said West line; thence South along said West line, to the point of beginning, Anoka County, Minnesota

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

TO BE REPLACED WITH A METES AND BOUNDS DESCRIPTION OBTAINED FROM AN AS BUILT SURVEY PRIOR TO CLOSING.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A SEVEN AND ONE-HALF FOOT WIDE EASEMENT FOR ELECTRIC UTILITY PURPOSES OVER, UNDER AND ACROSS THAT PART OF OUTLOT 17, VILLAGE OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 24 WEST; THENCE NORTH 67 DEGREES 51 MINUTES 31 SECONDS EAST (BEARING BASED ON THE ANOKA COUNTY COORDINATE SYSTEM), A DISTANCE OF 470.77 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED, SAID POINT OF BEGINNING BEING A POINT ON THE SIDELINE OF AN ELECTRIC UTILITY EASEMENT DESCRIBED ON A SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99; THENCE SOUTH 16 DEGREES 07 MINUTES 08 SECONDS WEST, A DISTANCE OF 23.28 FEET; THENCE SOUTH 28 DEGREES 10 MINUTES 58 SECONDS WEST, A DISTANCE OF 38.98 FEET AND THERE TERMINATING, SAID POINT OF TERMINATION BEING A POINT ON THE SIDELINE OF AN ELECTRIC UTILITY EASEMENT DESCRIBED ON A SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE SIDELINE OF THE ELECTRIC UTILITY EASEMENT DESCRIBED ON SAID SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99.

AND

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 24 WEST; THENCE NORTH 79 DEGREES 00 MINUTES 58 SECONDS EAST (BEARING BASED ON THE ANOKA COUNTY COORDINATE SYSTEM), A DISTANCE OF 392.53 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED, SAID POINT OF BEGINNING BEING A POINT ON THE SIDELINE OF AN ELECTRIC UTILITY EASEMENT DESCRIBED ON A SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99; THENCE SOUTH 61 DEGREES 35 MINUTES 08 SECONDS WEST, A DISTANCE OF 13.60 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 29 SECONDS WEST, A DISTANCE OF 25.29 FEET AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE SIDELINE OF THE ELECTRIC UTILITY EASEMENT DESCRIBED ON SAID SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99.

A twenty foot wide easement over and across the following described property:

That part of Outlot 17, Village of St. Francis, Anoka County, Minnesota, described as follows, to-wit:

Beginning at the Southwest corner of the Northwest quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota; thence East along the South line of said Northwest Quarter (NW 1/4) a distance of 448 feet; thence North parallel with the West line of said Northwest Quarter (NW 1/4), a distance of 211 feet; thence West, parallel with said South line, 448 feet, to said West line; thence South, along said West line, to the point of beginning.

Subject to road easement over the South 40 feet thereof and subject to roadway over the west portion thereof for State Trunk Highway No. 47, as now laid out and traveled.

The centerline of which is described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 32; thence South 89 degrees 44 minutes 55 seconds East (Basis for Bearings: the South line of said Northwest Quarter has an assumed bearing of South 89° 44' 55" East) for a distance of 387.76 feet to the Point of Beginning of the centerline to be described; thence North 10 degrees 51 minutes 34 seconds East 111.89 feet; thence North 90 degrees 00 minutes 00 seconds West 23.68 feet to a point on the East line of the above described Lease Area and said centerline there terminating. Subject to 233rd Avenue and easements of record.

NOTE: The sidelines of the above described easement are to be shortened and/or extended to terminate at the northerly right-of-way line of 233rd Avenue and the East line of the above described Lease Area.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower

10 Presidential Way

Woburn, MA 01801

Attn: Land Management/Carmen A. Picillo, Esq.

ATC Site No: 305803

ATC Site Name: St. Francis MN 6

Assessor's Parcel No(s):

State of Minnesota

County of Anoka

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **City of Saint Francis ("Landlord")** and **American Tower Asset Sub, LLC, a Delaware limited liability company ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated December 22, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 29, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: To Landlord at: City of Saint Francis, 23340 Cree Street, Saint Francis, MN 55070; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Minnesota.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

City of Saint Francis

Signature: _____

Print Name: _____

Title: Mayor of the City of St. Francis

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

City of Saint Francis

Signature: _____

Print Name: _____

Title: City Clerk

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

That part of Outlot 17, Village of St. Francis, Anoka County, Minnesota, described as follows, to-wit: Beginning at the Southwest corner of the Northwest Quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota; thence East along the South line of said Northwest Quarter (NW 1/4) a distance of 446 feet; thence North parallel with the West line of said Northwest Quarter (NW 1/4), a distance of 211 feet; thence West, parallel with said South line, 446 feet, to said West line; thence South along said West line, to the point of beginning, Anoka County, Minnesota

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

TO BE REPLACED WITH A METES AND BOUNDS DESCRIPTION OBTAINED FROM AN AS BUILT SURVEY PRIOR TO CLOSING.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A SEVEN AND ONE-HALF FOOT WIDE EASEMENT FOR ELECTRIC UTILITY PURPOSES OVER, UNDER AND ACROSS THAT PART OF OUTLOT 17, VILLAGE OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 24 WEST; THENCE NORTH 87 DEGREES 51 MINUTES 31 SECONDS EAST (BEARING BASED ON THE ANOKA COUNTY COORDINATE SYSTEM), A DISTANCE OF 470.77 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED, SAID POINT OF BEGINNING BEING A POINT ON THE SIDELINE OF AN ELECTRIC UTILITY EASEMENT DESCRIBED ON A SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99; THENCE SOUTH 16 DEGREES 07 MINUTES 08 SECONDS WEST, A DISTANCE OF 23.28 FEET; THENCE SOUTH 28 DEGREES 10 MINUTES 55 SECONDS WEST, A DISTANCE OF 38.98 FEET AND THERE TERMINATING, SAID POINT OF TERMINATION BEING A POINT ON THE SIDELINE OF AN ELECTRIC UTILITY EASEMENT DESCRIBED ON A SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE SIDELINE OF THE ELECTRIC UTILITY EASEMENT DESCRIBED ON SAID SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99.

AND

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 24 WEST; THENCE NORTH 79 DEGREES 00 MINUTES 58 SECONDS EAST (BEARING BASED ON THE ANOKA COUNTY COORDINATE SYSTEM), A DISTANCE OF 392.53 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED, SAID POINT OF BEGINNING BEING A POINT ON THE SIDELINE OF AN ELECTRIC UTILITY EASEMENT DESCRIBED ON A SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99; THENCE SOUTH 61 DEGREES 35 MINUTES 08 SECONDS WEST, A DISTANCE OF 13.60 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.29 FEET AND THERE TERMINATING. THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE SIDELINE OF THE ELECTRIC UTILITY EASEMENT DESCRIBED ON SAID SURVEY BY LAKE & LAND SURVEYING DATED 11-18-99.

A twenty foot wide easement over and across the following described property:

That part of Outlot 17, Village of St. Francis, Anoka County, Minnesota, described as follows, to-wit:

Beginning at the Southwest corner of the Northwest quarter (NW 1/4) of Section 32, Township 34, Range 24, Anoka County, Minnesota; thence East along the South line of said Northwest Quarter (NW 1/4) a distance of 446 feet; thence North parallel with the West line of said Northwest Quarter (NW 1/4), a distance of 211 feet; thence West, parallel with said South line, 446 feet, to said West line; thence South, along said West line, to the point of beginning.

Subject to road easement over the South 40 feet thereof and subject to roadway over the west portion thereof for State Trunk Highway No. 47, as now laid out and traveled.

The centerline of which is described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 32; thence South 89 degrees 44 minutes 55 seconds East (Basis for Bearings: the South line of said Northwest Quarter has an assumed bearing of South 89° 44' 55" East) for a distance of 387.78 feet to the Point of Beginning of the centerline to be described; thence North 10 degrees 51 minutes 34 seconds East 111.89 feet; thence North 90 degrees 00 minutes 00 seconds West 23.68 feet to a point on the East line of the above described Lease Area and said centerline there terminating. Subject to 233rd Avenue and easements of record.

NOTE: The sidelines of the above described easement are to be shortened and/or extended to terminate at the northerly right-of-way line of 233rd Avenue and the East line of the above described Lease Area.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

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

RESOLUTION 2018-13

**APPROVING
LEASE AMENDMENT WITH AMERICAN TOWER ASSET SUB LLC**

The City of St. Francis ("**City**") hereby declares and resolves the following:

WHEREAS, the City has leased or subleased a portion of land designated as Assessor's Parcel No(s): 32-34-24-23-0036 to American Tower Asset Sub, LLC, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Communications Site Lease Agreement (Ground) dated December 22, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"); and

WHEREAS, City and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ST. FRANCIS AS FOLLOW:

1. The City hereby approves of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that the City hereby authorizes the Mayor and City Clerk to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein.
2. The City has the full authority to enter into this transaction, and directs the appropriate City officials to execute the lease amendment documents.
3. This Resolution shall become effective as of the date of the last notarized signature of the Signatories listed below.
4. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Signed:

Signature: _____

Print Name: _____

Date: _____

Mayor of the City of St. Francis, MN

Signature: _____

Print Name: _____

Date: _____

St. Francis City Clerk

WITNESS AND ACKNOWLEDGEMENT

State of Minnesota

County of Anoka

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

WITNESS AND ACKNOWLEDGEMENT

State of Minnesota

County of Anoka

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

TO: Mayor & City Council
FROM: Joe Kohlmann, City Administrator
SUBJECT: Proclamation – Week of the Young Child – April 15-21
DATE: April 2nd, 2018

There has been a request from Karen Rasche, the Executive Director of the Lit'l Sprouts Childcare Center in St. Francis to declare April 15th – April 21st the "Week of the Young Child".

The Week of the Young Child™ is an annual celebration hosted by the National Association for the Education of Young Children (NAEYC) celebrating early learning, young children, their teachers, and families. **This year's event is April 16–20, 2018!**

More information about the National Association for the Education of Young Children is available on their website at www.naeyc.org

ACTION REQUESTED:

Motion to pass the *attached* Mayor Proclamation declaring April 15th – April 21st "The Week of the Young Child" in St. Francis, Minnesota.

MAYORAL PROCLAMATION

WHEREAS, the Lit'l Sprout Child Care Center of St. Francis and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 15-21, 2018 and

WHEREAS, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and to building better futures for everyone in St. Francis Minnesota; and

WHEREAS, all young children and their families across the country and in St. Francis, Minnesota deserve access to high-quality early education and care; and

WHEREAS, in recognizing and supporting the people, programs and policies that are committed to high-quality early childhood education as the right choice for kids;

NOW, THEREFORE, I, Steve Feldman, Mayor of the City of St. Francis Minnesota do hereby proclaim April 15-21, 2018 as The Week of the Young Child in St. Francis, Minnesota and encourage all citizens to work to make a good investment in early childhood in St. Francis, Minnesota.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS
2nd DAY OF APRIL, 2018.

APPROVED;

Steve Feldman, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

4 G

TO: Joe Kohlmann, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Bill List to be considered by Council
DATE: 03/28/2018

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$101,357.09 plus any additional bills that are handed out on Monday night.

ACTION TO BE 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

Attachments:

- 04-01-2018 Packet List



PAYMENT BATCH AP 04/02/18

ANDOVER OPTICAL, INC

03/21/2018	244091	E 101-42210-305	Medical & Testing Fees	SV POLY-BARRY MCDONOUGH	108.12
					<u>\$108.12</u>

ANOKA COUNTY CENTRAL COMM.

03/14/2018	2018036	E 101-42110-311	Contract	2018 ANNUAL MOTOROLA SERV	64.50
03/14/2018	2018036	E 101-43100-311	Contract	2018 ANNUAL MOTOROLA SERV	64.52
03/14/2018	2018036	E 101-45200-311	Contract	2018 ANNUAL MOTOROLA SERV	64.50
03/14/2018	2018036	E 601-49440-311	Contract	2018 ANNUAL MOTOROLA SERV	64.52
03/14/2018	2018036	E 602-49490-311	Contract	2018 ANNUAL MOTOROLA SERV	64.52
					<u>\$322.56</u>

ANOKA COUNTY TREASURY DEPT.

03/13/2018	S180313H	E 101-42110-311	Contract	JLEC 2018 SHARED COSTS	8,810.00
					<u>\$8,810.00</u>

ARTISAN BEER COMPANY

03/21/2018	3249243	E 609-49751-252	Beer For Resale	BEER	105.50
					<u>\$105.50</u>

ASPEN MILLS

03/08/2018	212982	E 101-42110-437	Uniform Allowance	UNIFORMS-HILL	75.60
03/13/2018	213153	E 101-42210-437	Uniform Allowance	UNIFORMS-KIZER	52.95
03/13/2018	213154	E 101-42210-437	Uniform Allowance	UNIFORMS-HILL	52.95
03/13/2018	213155	E 101-42210-437	Uniform Allowance	UNIFORMS-STRASSBURG	89.95
03/13/2018	213156	E 101-42210-437	Uniform Allowance	UNIFORMS-BRUNETTE	46.50
03/13/2018	213157	E 101-42210-437	Uniform Allowance	UNIFORMS-GARZA	52.95
03/13/2018	213158	E 101-42210-437	Uniform Allowance	UNIFORMS-SCHROEDER	193.35
					<u>\$564.25</u>

BEDFORD TECHNOLOGY LLC

03/15/2018	57704	E 101-45200-229	Project Repair & Maintenance	LUMBER	1,973.76
					<u>\$1,973.76</u>

BELLBOY CORPORATION

03/13/2018	63251000	E 609-49751-206	Freight and Fuel Charges	FUEL	27.90
03/13/2018	63251000	E 609-49751-251	Liquor For Resale	LIQUOR	2,597.77
03/13/2018	97308000	E 609-49750-210	Operating Supplies	OPERATING	93.23
03/13/2018	97308000	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.84
03/13/2018	97308000	E 609-49751-254	Miscellaneous Merchandise	MISC	85.13
03/13/2018	97308500	E 609-49750-210	Operating Supplies	OPERATING	70.00
03/13/2018	97308500	E 609-49751-206	Freight and Fuel Charges	FUEL	0.32
					<u>\$2,879.19</u>

BOBCAT COMPANY

03/05/2018	879455	E 101-43100-237	Small Equipment	SKID LOADER	500.00
03/05/2018	879455	E 101-45200-237	Small Equipment	SKID LOADER	500.00
03/05/2018	879455	E 601-49440-237	Small Equipment	SKID LOADER	500.00
03/05/2018	879455	E 602-49490-237	Small Equipment	SKID LOADER	500.00
					<u>\$2,000.00</u>

BREAKTHRU BEVERAGE

03/15/2018	1080772844	E 609-49751-206	Freight and Fuel Charges	FREIGHT	5.64
03/15/2018	1080772844	E 609-49751-251	Liquor For Resale	LIQUOR	522.54
03/15/2018	1080772845	E 609-49751-252	Beer For Resale	BEER	130.50
					<u>\$658.68</u>

CAPITOL BEVERAGE SALES, L.P

03/19/2018	2078886	E 609-49751-252	Beer For Resale	BEER	255.75
					<u>\$255.75</u>

CENTERPOINT ENERGY

03/15/2018	.0318	E 101-41940-383	Gas Utilities	CITY HALL #1	46.45
03/15/2018	.0318	E 101-41940-383	Gas Utilities	CITY HALL #4	38.45
03/15/2018	.0318	E 101-41940-383	Gas Utilities	CITY HALL #2	58.54
03/15/2018	.0318	E 101-41940-383	Gas Utilities	CITY HALL #3	57.03
03/15/2018	.0318	E 101-42110-383	Gas Utilities	POLICE/PW	1,239.96
03/15/2018	.0318	E 101-42210-383	Gas Utilities	FIRE	1,150.44
03/15/2018	.0318	E 101-43100-383	Gas Utilities	POLICE/PW	309.99
03/15/2018	.0318	E 101-45200-383	Gas Utilities	WARMING HOUSE	236.65
03/15/2018	.0318	E 101-45200-383	Gas Utilities	POLICE/PW	309.99
03/15/2018	.0318	E 601-49440-383	Gas Utilities	POLICE/PW	309.99
03/15/2018	.0318	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	126.92
03/15/2018	.0318	E 601-49440-383	Gas Utilities	WATER PLANT	1,032.86
03/15/2018	.0318	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	23.02
03/15/2018	.0318	E 602-49490-383	Gas Utilities	WWTP	1,402.08
03/15/2018	.0318	E 602-49490-383	Gas Utilities	WWTP	23.77
03/15/2018	.0318	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	126.93
03/15/2018	.0318	E 602-49490-383	Gas Utilities	POLICE/PW	309.98
03/15/2018	.0318	E 609-49750-383	Gas Utilities	LIQUOR	261.94
					<u>\$7,064.99</u>

CITY EMPLOYEES UNION, LOCAL #3

03/28/2018	042018	G 101-21707	Union Dues	MAINT UNION DUES-APRIL 2018	211.50
					<u>\$211.50</u>

COLONIAL INSURANCE

03/25/2018	7129661-0405949	G 101-21712	Colonial Insurance	INSURANCE	371.24
					<u>\$371.24</u>

CONNEXUS ENERGY

04/17/2018	0418	E 101-41940-381	Electric Utilities	CITY HALL	273.76
04/17/2018	0418	E 101-41940-381	Electric Utilities	SIGN	60.25
04/17/2018	0418	E 101-42110-381	Electric Utilities	SIREN	5.00
04/17/2018	0418	E 101-42110-381	Electric Utilities	POLICE/PW	793.63
04/17/2018	0418	E 101-42110-381	Electric Utilities	SIREN	5.00
04/17/2018	0418	E 101-42210-381	Electric Utilities	FIRE	398.13
04/17/2018	0418	E 101-43100-381	Electric Utilities	POLICE/PW	198.41
04/17/2018	0418	E 101-43100-386	Street Lighting	STREET LIGHTS	2,501.84
04/17/2018	0418	E 101-45200-381	Electric Utilities	PARKS	225.45
04/17/2018	0418	E 101-45200-381	Electric Utilities	POLICE/PW	198.41
04/17/2018	0418	E 601-49440-380	Electric-System	WATER	4,345.07
04/17/2018	0418	E 601-49440-381	Electric Utilities	POLICE/PW	198.41
04/17/2018	0418	E 602-49490-381	Electric Utilities	LIFT STATIONS	825.42
04/17/2018	0418	E 602-49490-381	Electric Utilities	POLICE/PW	198.40
04/17/2018	0418	E 602-49490-381	Electric Utilities	WWTP	5,483.72
04/17/2018	0418	E 609-49750-381	Electric Utilities	LIQUOR STORE	841.82
					<u>\$16,552.72</u>

COPELAND, JUDI

02/20/2018	5006	G 601-22200	Deferred Revenues	ACCT #5006	95.31
					<u>\$95.31</u>

COURIER, THE

03/07/2018	101160	E 101-42110-441	Miscellaneous	DECEMBER AD	132.00
					<u>\$132.00</u>

DAHLHEIMER DIST. CO. INC.

01/24/2018	168478	E 609-49751-252	Beer For Resale	BEER	(38.15)
03/13/2018	171959	E 609-49751-252	Beer For Resale	BEER	(98.00)
03/14/2018	171564	E 609-49751-252	Beer For Resale	BEER	1,947.80
03/14/2018	171564	E 609-49751-255	N/A Products	BEER	26.05
03/21/2018	1336452	E 609-49751-252	Beer For Resale	BEER	6,504.45
					<u>\$8,342.15</u>

DELTA DENTAL

03/15/2018	7228743	G 101-21711	Dental Insurance	APRIL PREMIUM	1,251.00
					<u>\$1,251.00</u>

ECM PUBLISHERS, INC.

03/16/2018	581452	E 101-41400-351	Legal Notices Publishing	2018 BUDGET SUMMARY	209.63
03/23/2018	583525	E 101-41400-351	Legal Notices Publishing	ORDINANCE 238	123.63
					<u>\$333.26</u>

FERGUSON WATERWORKS

03/07/2018	0274726	E 601-49440-259	Water Meters	PROGRAM METERS 4 WHEEL	4,577.64
					<u>\$4,577.64</u>

FREEDOM SERVICES, INC.-FD

03/16/2018	29460	G 101-21706	Flex Account	HEALTH FSA	415.00
					<u>\$415.00</u>

FREEDOM SERVICES, INC.-MA

03/16/2018	29461	E 101-41540-301	Auditing and Acct g Services	MONTHLY ADMIN FEE	47.60
					<u>\$47.60</u>

G&K SERVICES, INC

03/20/2018	6043222993	E 101-41940-219	Rug Maintenance	MATS	11.23
03/20/2018	6043222994	E 101-41940-219	Rug Maintenance	RUGS	16.16
					<u>\$27.39</u>

GRANITE CITY JOBBING CO.

03/20/2018	83830	E 609-49751-206	Freight and Fuel Charges	FUEL	4.25
03/20/2018	83830	E 609-49751-254	Miscellaneous Merchandise	MISC	17.22
03/20/2018	83830	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,739.74
					<u>\$1,761.21</u>

INNOVATIVE OFFICE SOLUTIONS, L

03/01/2018	SCN-070583	E 101-42110-200	Office Supplies	MAILER	(60.63)
03/13/2018	IN1967829	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	85.65
03/15/2018	IN1970678	E 601-49440-200	Office Supplies	OFFICE SUPPLIES	35.64
03/15/2018	IN1970678	E 602-49490-200	Office Supplies	OFFICE SUPPLIES	35.64
03/15/2018	IN1971525	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	58.83
03/22/2018	IN1978870	E 101-41400-200	Office Supplies	OFFICE SUPPLIES	48.48
					<u>\$203.61</u>

ISD #15

03/19/2018	3634	E 101-42110-221	Vehicle Repair & Maintenance	2015 DODGE CHARGER	342.14
03/19/2018	3635	E 101-42110-221	Vehicle Repair & Maintenance	2017 DODGE CHARGER	43.74
					<u>\$385.88</u>

JJ TAYLOR DISTRIBUTING

03/14/2018	2815905	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
03/14/2018	2815905	E 609-49751-252	Beer For Resale	BEER	786.50
					<u>\$789.50</u>

JOHNSON BROS WHLSE LIQUOR

03/14/2018	5961048	E 609-49751-206	Freight and Fuel Charges	FREIGHT	62.80
03/14/2018	5961048	E 609-49751-251	Liquor For Resale	LIQUOR	2,788.80
03/14/2018	5961049	E 609-49751-206	Freight and Fuel Charges	FREIGHT	56.52
03/14/2018	5961049	E 609-49751-253	Wine For Resale	WINE	1,740.35
03/21/2018	5966283	E 609-49751-206	Freight and Fuel Charges	FREIGHT	37.68
03/21/2018	5966283	E 609-49751-251	Liquor For Resale	LIQUOR	1,807.98
03/21/2018	5966284	E 609-49751-206	Freight and Fuel Charges	FREIGHT	17.27
03/21/2018	5966284	E 609-49751-253	Wine For Resale	WINE	736.25
					<u>\$7,247.65</u>

LAW ENFORCEMENT LABOR SVCS.

03/28/2018	0418	G 101-21707	Union Dues	POLICE UNION DUES-APRIL 201	392.00
03/28/2018	042018	G 101-21707	Union Dues	POLICE UNION DUES-APRIL 201	83.71
					<u>\$475.71</u>

LINDBERG, ANDREA

02/20/2018	4122	G 601-22200	Deferred Revenues	ACCT #4122	16.10
					<u>\$16.10</u>

MCDONALD DIST CO.

02/22/2018	439757	E 609-49751-252	Beer For Resale	BEER	4,974.46
03/15/2018	438985	E 609-49751-252	Beer For Resale	BEER	3,659.15
					<u>\$8,633.61</u>

MCMULLEN, DOROTHY

02/20/2018	1496	G 601-22200	Deferred Revenues	ACCT #1496	64.67
					<u>\$64.67</u>

MCPA

03/27/2018	032718	E 101-42110-308	Community Education	MEMBERSHIP DUES	60.00
					<u>\$60.00</u>

M-R SIGN COMPANY, INC.

03/14/2018	199152	E 101-43100-226	Sign Repair Materials	SIGNS	1,440.73
					<u>\$1,440.73</u>

MY ALARM CENTER

04/01/2018	10352016	E 609-49750-445	Security	LIQUOR STORE ALARM	78.30
					<u>\$78.30</u>

PHILLIPS WINE & SPIRITS CO.

03/14/2018	2324290	E 609-49751-206	Freight and Fuel Charges	FREIGHT	29.83
03/14/2018	2324290	E 609-49751-251	Liquor For Resale	LIQUOR	1,801.15
03/14/2018	2324291	E 609-49751-206	Freight and Fuel Charges	FREIGHT	26.69
03/14/2018	2324291	E 609-49751-253	Wine For Resale	WINE	1,028.00
03/21/2018	2328012	E 609-49751-206	Freight and Fuel Charges	FREIGHT	37.68
03/21/2018	2328012	E 609-49751-251	Liquor For Resale	LIQUOR	2,779.21
03/21/2018	2328013	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.85
03/21/2018	2328013	E 609-49751-254	Miscellaneous Merchandise	MISC	150.20
					<u>\$5,860.61</u>

PROGRESSIVE BUILDERS

02/20/2018	5284	G 601-22200	Deferred Revenues	ACCT #5284	15.72
					<u>\$15.72</u>

ROSEVILLE, CITY OF

03/22/2018	0224339	E 101-41110-310	Computer Consulting Fees	IT SERVICES	298.32
03/22/2018	0224339	E 101-41400-310	Computer Consulting Fees	IT SERVICES	969.56
03/22/2018	0224339	E 101-42110-310	Computer Consulting Fees	IT SERVICES	3,430.77
03/22/2018	0224339	E 101-42210-310	Computer Consulting Fees	IT SERVICES	551.90
03/22/2018	0224339	E 101-42400-310	Computer Consulting Fees	IT SERVICES	276.01
03/22/2018	0224339	E 101-43100-310	Computer Consulting Fees	IT SERVICES	298.32
03/22/2018	0224339	E 101-45200-310	Computer Consulting Fees	IT SERVICES	298.32
03/22/2018	0224339	E 601-49440-310	Computer Consulting Fees	IT SERVICES	298.32
03/22/2018	0224339	E 602-49490-310	Computer Consulting Fees	IT SERVICES	298.32
03/22/2018	0224339	E 609-49750-310	Computer Consulting Fees	IT SERVICES	149.16
03/22/2018	0224380	E 101-41940-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 101-42110-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 101-42210-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 101-43100-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 101-45200-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 601-49440-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 602-49490-321	Telephone	PHONE	83.79
03/22/2018	0224380	E 609-49750-321	Telephone	PHONE	83.82
					<u>\$7,539.35</u>

SHI INTERNATIONAL CORP

03/15/2018	B07923867	E 101-42110-200	Office Supplies	2016 WINDOWS	243.00
					<u>\$243.00</u>

SOUTHERN GLAZERS OF MN

03/15/2018	1659889	E 609-49751-206	Freight and Fuel Charges	FREIGHT	32.97
03/15/2018	1659889	E 609-49751-251	Liquor For Resale	LIQUOR	4,839.53
03/22/2018	1662576	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.67
03/22/2018	1662576	E 609-49751-251	Liquor For Resale	LIQUOR	1,477.95

03/22/2018	1662577	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
03/22/2018	1662577	E 609-49751-253	Wine For Resale	WINE	36.00
					\$6,398.40

ST. FRANCIS AREA CHAMBER OF

03/27/2018	03272018	E 609-49750-340	Advertising	2018 PIONEER DAYS COUPON E	25.00
					\$25.00

ST. FRANCIS COLLISION & GLASS

03/14/2018	03262018	E 101-42110-221	Vehicle Repair & Maintenance	2017 DODGE CHARGER	66.60
					\$66.60

SUN LIFE FINANCIAL

03/21/2018	03282018	E 101-41400-130	Employer Paid Insurance	INSURANCE	202.03
03/21/2018	03282018	E 101-41500-130	Employer Paid Insurance	INSURANCE	132.13
03/21/2018	03282018	E 101-41910-130	Employer Paid Insurance	INSURANCE	135.59
03/21/2018	03282018	E 101-42110-130	Employer Paid Insurance	INSURANCE	865.45
03/21/2018	03282018	E 101-42400-130	Employer Paid Insurance	INSURANCE	72.39
03/21/2018	03282018	E 101-43100-130	Employer Paid Insurance	INSURANCE	188.87
03/21/2018	03282018	E 101-43210-130	Employer Paid Insurance	INSURANCE	41.98
03/21/2018	03282018	E 101-45200-130	Employer Paid Insurance	INSURANCE	188.87
03/21/2018	03282018	E 601-49440-130	Employer Paid Insurance	INSURANCE	60.72
03/21/2018	03282018	E 602-49490-130	Employer Paid Insurance	INSURANCE	60.72
03/21/2018	03282018	E 609-49750-130	Employer Paid Insurance	INSURANCE	128.10
					\$2,076.85

THE AMERICAN BOTTLING COMPANY

03/22/2018	3562801790	E 609-49751-254	Miscellaneous Merchandise	MISC	148.92
					\$148.92

TJ ASSOCIATES

03/14/2018	226515	E 101-42110-308	Community Education	SAFETY GREEN T-SHIRTS	281.00
					\$281.00

U S BANK EQUIPMENT FINANCE

03/08/2018	352760896	E 101-42110-311	Contract	COPIER LEASE	235.00
					\$235.00

VERIZON WIRELESS

03/10/2018	9803261719	E 101-42210-321	Telephone	TELEPHONE	210.06
					\$210.06

FUND SUMMARY

\$101,357.09

101 GENERAL FUND	\$35,445.79
601 WATER FUND	\$11,825.68
602 SEWER FUND	\$9,436.31
609 MUNICIPAL LIQUOR FUND	\$44,649.31
Total	101,357.09



TO: Joe Kohlmann, City Administrator
FROM: Kate Thunstrom, Community Development Director
SUBJECT: Staff Report on Rivers Edge Preliminary Plat
DATE: 03/28/2018

OVERVIEW

Questions were raised at the March 21, 2018 Planning Commission meeting by residents of the Rum River Bluffs development as well as Commissioners. Below is information to address those specific topics.

1. Intersection of 235th and County Road 72 (Rum River Blvd). The Rivers Edge development will impact the traffic at 235th and residents of the Rum Rivers Bluff development spoke with concerns.
 - ✚ The County has determined they will not allow a permanent access onto Cty Rd 72 directly from the Rivers Edge development.
 - ✚ They are considering allowing for a temporary or construction access.
 - ✚ The developer of Rum River Bluffs is under agreement with the City and County to develop turn lanes at that intersection.
 - ✚ City staff and Engineering continue to work with Anoka County in regards to a long term solution and future plans for this intersection.
 - ✚ As the Rivers Edge and other development continues it will require the County continue to address this intersection.

2. Density and Land Use
 - ✚ This development had been platted for roughly 193 homes in 2004. Due to market failure it did not move forward. That development was also required to use the 235th intersection and was not allowed another access onto Cty Rd 72.
 - ✚ A second access will be allowed once property development expands to the north to 239th and/or 241st.
 - ✚ Two land use maps are used when determining growth, the Zoning map and the future land use maps.
 - ✚ Land use is addressed every 10 years in the Comprehensive Plan in which sets requirements for density.
 - ✚ Land use density is used to support public municipal utilities.

3. Fencing between the Rivers Edge and property to the North

- ✚ The property owner to the North felt the developer should install a fence along the north side of the Rivers Edge Development for concerns related to wildlife, children and dogs.
- ✚ The property owner to the North provided State Statute, 344 Petition Fences, which addressed the requirement to install a fence and the cost sharing of property owners. After a review of the Statute it was identified that this is related to properties which are being used in whole or in part to produce or maintain livestock for agricultural purposes. There are no known livestock on either property that the City is aware of.
- ✚ City Code does not require fencing be installed.
- ✚ As this is a private matter, the Rivers Edge Developer/Land Owner will continue to work with the property owner in regards to this concern.

4. Wildlife, Eagle nesting and DNR comments.

- ✚ Rivers Edge includes wetlands which have been reviewed and Management Classifications reports have been completed.
- ✚ The second phase of the development falls with the Rum River Management District.
- ✚ The District is used to guide areas that have scenic values and resources and overseen by the City in cooperation with the DNR
- ✚ The first phase of this development does not fall with the district, therefore not requiring formal DNR comment. However, the DNR reviewed the full plat at the concept plan phase for comment and no issues were raised.
- ✚ The property owner to the north identified active Eagle nests on the northern part of his property and across the river.
- ✚ A review of the National Bald Eagle Management Guidelines has identified that since both of the potential nesting sites are over 1000 feet away they are outside of the 330 foot buffer that would be otherwise required.

City of St Francis City Council Agenda Item
Executive Summary

Title of Item: **Rivers Edge - Planned Unit Development:** A request from Laketown Homes, LLC, for PUD Development Stage approval (Preliminary Plat), and associated rezoning to a Planned Unit Development to establish 112 new lots on 42.5 unaddressed acres to the north of the Rum River Bluffs Planned Unit Development (informally known as the Siwek Farm); PID: 32-34-24-12-0001.

Meeting Date: **4-02-2018**

Staff Reporting: **Ben Gozola, City Planner**

Summary: The applicants are seeking PUD Development Stage approval of one-hundred twelve (112) new urban lots on 42.5 acres to the west of County Road 72 and to the north of Rum River Bluffs. The remaining 53.8 acres of land within the Rum River Scenic Overlay District, which was examined for development during the concept plan review, will go through a separate development stage application process at some point in the future.

Recommendations:

- **Both staff and the Planning Commission (on a vote of 4 to 2) recommend approval of the PUD Development Plan and future rezoning to a PUD subject to conditions.**
- **Template motions and suggested findings of fact can be found on page 20, and recommended conditions on pages 21 & 22.**

List of Attachments:

- A) *Staff Report*
- B) *Engineering Memo*
- C) *Applicant's submittals*
- D) *City Council Resolution*

City of St. Francis Planning Department
Rivers Edge PUD Development Stage Plan Review

To: City Council

From: Ben Gozola, City Planner

Meeting Date: 4-2-18

Applicant(s): Laketown Homes, LLC (Dale Willenbring)

Location: Siwek Farm (north of the Rum River Bluffs PUD)

Introductory Information

Request: The applicants are seeking PUD Development Stage approval of one-hundred twelve (112) new urban lots on 42.5 acres to the west of County Road 72 and to the north of Rum River Bluffs.

The remaining 53.8 acres of land within the Rum River Scenic Overlay District that was examined for development during the concept plan review will go through a separate development stage application process at some point in the future.

- Site Data:**
- *Existing Zoning* – R2 (Single Family Residential)
 - *Land Use Guidance* – Low Density Residential (1.5 to 2.5 units per acre)
 - *Acres* – 42.5 acres (all of which is within the City's current MUSA)
 - *Property Identification Number (PID):* 32-34-24-12-0001

Various Calcs (in acres):	<i>TOTAL PROPERTY AREA</i>	<i>42.5 acres</i>
	<i>WETLAND AREA</i>	<i>2.24 acres</i>
	<i>NET ACREAGE AFTER WETLANDS</i>	<i>≈ 27.96 acres</i>
	<i>TOTAL PROPOSED RESIDENTIAL LOTS</i>	<i>112</i>
	<i>GROSS DENSITY</i>	<i>2.6 UNITS/ACRE</i>
	<i>NET DENSITY</i>	<i>3.13 UNITS/ACRE</i>

Review

**Existing Site
Character:**

- The rolling hills, open farm fields and scattered woodlands on this parcel exemplifies the rural landscape in St. Francis.

**Applicant
Narrative:**

- *St. Francis Land Development, LLC is proposing the development of the first phase of the River's Edge Planned Unit Development, consisting of 112 single family detached residential home sites across 40 acres. This is the first phase of a total 96 acre development. The second phase, to be submitted and developed once the city comp plan is amended, will add around 100 more homesites across 53 acres. The current phase will include a much needed 6 acre active park (4 acres wetland 2 acres usable). This park will have parking for all to use, but be within walking distance of 100+ current homes plus these 200+ future homes. The second phase will include 17 stunningly beautiful acres of passive park on and adjacent to the Rum River. While discussions on how to utilize the park will occur in phase 2, the developer envisions natural hiking trails meandering thru the wetlands and alongside the river. It will be a wonderful city park for all to enjoy.*
- *Phase 1 will contain two types of lifestyle homesites. 70 of these sites will be affordable common single family home sites generally for young families looking for a new detached home or growing families looking for more space. 50 of these homesites will be in a separate area and contain both slab on grade and walkout lower level patio homes. These homes are generally preferred by active retirees and empty nesters looking to downsize. The main level living of these homes is a primary attraction along with limited to no maintenance necessary plus a neighborhood of similarly situated active adults.*
Phase 2 will add a third lifestyle home with larger lots overlooking the river. These will be contain more substantial homes in a wooded and natural setting.
In total, phase 1 and 2 will offer two parks three distinctly different neighborhoods each with a different style of home serving young families thru active retirees.
- *Construction on phase 1 will begin immediately upon approval and weather conditions allowing. The entirety of phase 1 should be graded by April 2018, and streets for the first addition of this phase should be completed by July. It is anticipated phase 1 will be built out in 3 additions. Currently there are two builders very active in St. Francis new construction market that have agreed to build in phase 1. They are out of lots in St. Francis and eager to begin construction of model homes as soon as May. Included [in our submittal] are typical elevations of homes these builders are currently building in St Francis. Also included are typical patio home elevations. It is important to note that these are merely examples of the type of home to be built. Also included is an example of a 2 story home and rambler that could be built on the lots overlooking the river in phase II.*

- (cont.)
- *Outlots for storm water ponding is currently designed to be given to the city should they wish to have control of these ponds. Some neighboring cities do choose to own the Outlots. Alternative, the outlots will be privately owned, however drainage and utility easements will overlay the ponds giving the city access if needed.*
 - *Both phase 1 and phase 2 will having ADA compliant sidewalks throughout the neighborhoods, connecting to the sidewalks of the existing neighborhoods and leading to both the active and passive parks plus the county park.*
 - *There is ongoing debate over the need and safety of a 2nd access point to the neighborhood. The county will not allow a permanent access at the current right of way. However, the developer has provided an exhibit showing a temporary access that could be used for emergency and construction traffic only. It appears the county might allow this temporary access, although discussions continue.*
 - *River's Edge will add over 200 homesites to St Francis with three different life-style neighborhoods and two city parks. Sidewalks will connect new and existing neighborhoods. A second temporary access is envisioned, at least for emergency and construction traffic. Two builders that are currently active in St. Francis are eager to begin construction of homes, having run out of buildable lots. Once completed, Rivers Edge should be a wonderful addition to a great city.*
- The developer wishes to thank their engineer, Marty Campion, along with city staff and their engineers plus feedback given from the planning commission and city council to arrive at this plan.*

PUD STANDARDS REVIEW:

- | | |
|-------------------------------|--|
| Ownership: | ▪ The applicant has provided a title commitment and signed copy of contract for deed to demonstrate ownership. |
| Comp Plan Consistency: | ▪ <i>Page 2-8 states that the density range within the Low Density Residential classification is 1.5 to 2.5 units per net acre. PUDs are allowed provided the City's PUD ordinances are "rigorously" applied and the gross residential density does not exceed 2.5 units per acre.</i>
Staff comment: The gross density of the larger development reviewed during concept plan does not exceed this limit. As this is phase I of a two phase development, we find the applicant to be in compliance with this standard. |

- (cont.)
- *The comp plan also outlines the following guidance for judging PUDs (pgs 2-8 and 2-9):*
 - *"For PUD design, substantial architectural enhancements will be a minimum component of the amenity package."*
 - *"Enhancements to the quality and quantity of open space are likely to be expected."*
 - *Extraordinary attention to natural environmental detail may also qualify a project for PUD consideration.*

Staff comment: The Commission and Council will need to consider these factors while examining the development plans for Phase I.

- *Land Use Policy A (pg 2-15) states that "residential subdivision design must preserve important natural features and promote St. Francis as a distinct location from its suburban neighbors. Policies supporting the statement include:*
 - *Development should preserve woodlands, wetlands, natural lakes and other natural features.*
 - *New subdivisions must include amenities which establish a small town character and feel.*
 - *Planned roadway connections must be extended and new dead-ends created where future extensions will occur.*

Staff comment: The Commission and Council should determine whether the development plans for Phase I successfully protect natural areas, and make a determination if the layout and amenities produce a "small town" feel. Additionally, the City must ensure planned roadways include connections to adjacent developable land.

- *Land Use Policy C (pg 2-16) seeks creative approaches to the use of land. "New residential subdivisions, especially those utilizing a PUD design process, will be evaluated as to their variety and diversity of housing materials, colors, architectural styles and details, and other factors."*

Staff comment: In its review, the Commission and Council should determine if the PUD will include a diversity of housing materials, colors, styles, etc.

- *Land Use Policy F (pg 2-18) states that the land use plan is designed to be consistent with the Met Council policies relating to new urban development; specifically, an average of 3.0 residential units per developable acre for all future residential areas.*

Staff comment: The proposed net density for Phase I will meet this standard.

- Compatibility:**
- Single-family homes will be consistent with the existing land use to the south and the planned land use in this portion of the City.
 - Given that a similar development plan was already approved on this site in 2006, the City has already determined that development of this area is compatible with adjacent land uses and is not premature. Completion of the recent upgrades to the City's wastewater treatment plant provides further support for sewer extensions.
- Common Open Space:**
- The proposal includes an open area near the center of the development for an active park that could serve both this development and the Rum River Bluffs neighborhood to the South. As the Comp Plan seeks an active city park in this area, staff is supportive of the proposed dedication.
- Operations:**
- The Final PUD documentation shall contain provisions to assure the continued operation and maintenance of all open space and service facilities to a pre-determined reasonable standard.
- Open Space Staging:**
- With the dedication of Outlot A as City Park Land in Phase I, we do find the proportion of dedication to land area being developed in this phase is appropriate.
- Density:**
- The maximum density shall be determined by standards negotiated and agreed upon between the applicant and the City provided the density is consistent with the comprehensive plan.
 - Per the concept plan, density of the entire development will be in-line with comp plan expectations.
- Utilities:**
- Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
 - All connections and laterals shall be designed to minimum City standards.
- Roadways:**
- All roadways will need to be designed and constructed to minimum City standards.
- Landscaping:**
- As of 3/14/18, no landscaping plan has been provided.
 - The proposed plan, once created, shall be harmonious with the overall PUD design. We suggest the planning commission make finalization of a plan a condition to be met prior to Council review.

Setbacks: ▪ Setback in general will be as follows:

SETBACKS	Typical R2	Villa Lots	Single Family Lots
FRONT	30	25	25
STREET SIDE	20	20	20
SIDE	10 HOUSE, 5 GARAGE	7.5	7.5
REAR	30	25	30
WETLAND	30	30	30

- Perimeter setbacks for residential PUDs are required to be the same as the setback on adjacent property. The applicant is seeking flexibility from this provision for lots along the northern property line (proposed setbacks are 30' as opposed to the required 35' for A3 zoned land). As there are no active uses currently to the north and we anticipate the land to the north will eventually become urbanized and share similar setbacks to this development (Rivers Edge) and Rum River Bluffs, we do not see a problem with permitting a deviation. That said, three of the lots are currently shown incorrectly: Lots 1, 2, and 3, Block 6, show a 25' rear yard setback rather than a 30' setback. The applicant has indicated the rear yard setback on these lots is an error, and all will be shown with 30' setbacks when the plans move to Final Plat.
- As required by code, all buildings within the proposed PUD will be at least fifteen (15') feet from the back of the internal street system curb lines
- All buildings within the proposed PUD will also be at least fifteen (15') feet apart (minimum separation is 12').

Minimum Size: ▪ This property far exceeds the PUD minimum of one (1) acre.

IN GENERAL

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- Lots and Blocks:** ▪ All lots, blocks, and cul-de-sacs are generally conforming to minimum and maximum standards established in code, and deviations as may be needed can be approved as part of the PUD process provided the deviation is in the best interest of the development and City.

(cont.) ▪ In this case, it appears that two (2) main deviations are being proposed within this PUD:

1. As noted under setbacks, the applicant is proposing standard urban lot setbacks for all lots bordering the development's northern lot line. Technically by code, the rear yards adjacent to that property line should be the same as the adjacent zoning district requirement (35 feet); 30' setbacks are proposed. The side yard setbacks are the same (10').
2. The other main deviation being considered is the incorporation of smaller detached townhome lots in the eastern portion of the development.

Staff believes that both deviations make sense for this site, and we believe they are in the long-term best interest of both the development and the City. Land to the north of this parcel is guided for future development by the City's comprehensive plan, and will eventually be platted into lots similar to those in Rum River Bluffs. Requiring an additional 10' to the required rear yard setback will not accomplish anything in the short term and serves no long-term benefit. Allowing the applicant to plat lots for patio homes geared towards retirees is an excellent step towards improving the City's life-cycle housing inventory.

Lot Access:

- All proposed lots will have direct access to a public road.
- Future driveways should be located so as to preserve existing trees in as much as possible.
- Addresses for the individual homes should be posted at each driveway entrance.

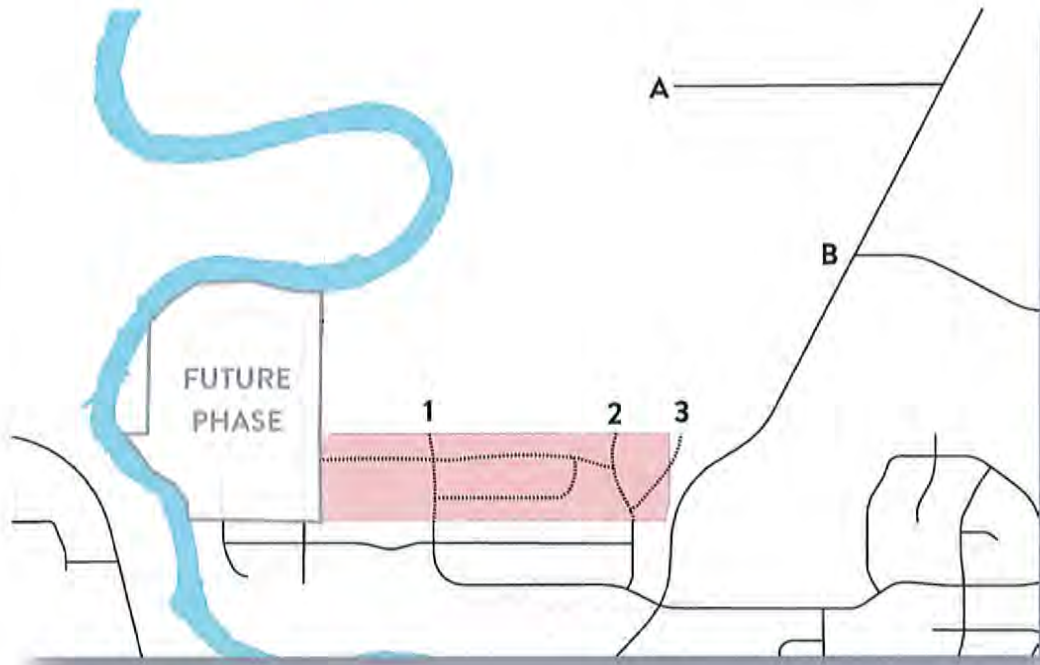
Future parcel development:

- The proposed subdivision would fully divide the land in Phase I.

Adjacent parcel dev.:

- All Rum River Bluff connections are extended as planned into this proposed development.
- The surrounding land to the north can develop at some point in the future, so it is important to consider how the current proposal will integrate with those future developments.

- (cont.)
- As you can see in the graphic below, there are potentially two nearby roads to the NE that future development should connect to (marked "A" and "B"). The three dead end connections proposed in this phase will adequately service the property to the north and will allow for the needed connections.



- Easements:**
- All standard drainage and utility easements are shown on the submitted preliminary plan document(s).
 - Per the City Engineer, easements as shown on the PUD Development Plans generally look acceptable. The applicant shall work with the Engineer when preparing the final plans to adjust some easements for rear yard drainage paths and stormwater ponds in accordance with the following:
 1. Drainage and utility easements shall be provided for all stormwater ponds and wetlands to the HWL elevation or the buffer, whichever is greater.
 2. Drainage and utility easements shall be provided for rear yard swales to ensure long term operation and maintenance. For rear yard ponding areas, drainage and utility easement shall be provided to the EOF elevation.
- Resident Concerns:**
- To date, staff has not received any public feedback regarding the proposed concept plan.

INFRASTRUCTURE:

In General:

- All public improvements constructed to support the development must be designed and constructed in accordance with the City's Private Development Standards. City Engineer review of all proposed infrastructure is covered herein.

Streets and Transportation:

- The City Engineer provided the following comments which must all be addressed as part of Final plan submittal:
 1. It is proposed that the site will gain access from Quay Street and Marigold Street through the existing Rum River Bluffs Development via 235th Avenue. Improvements to Rum River Boulevard (CR 72) are required to be completed as development obligations for the Rum River Bluffs developments.
 2. A temporary access to Rum River Boulevard (CR 72) is proposed at 236th Avenue in the location of the existing cul-de-sac. Anoka County included comments in its initial review that turn lanes may be required for this proposed new access. This access shall serve as the main construction entrance to the site and shall also provide a secondary emergency vehicle access for the additional homes proposed with this development. All accesses onto Rum River Boulevard (CR 72) are subject to review and approval of the Anoka County Highway Department.
 3. The street network generally appears adequate to provide access to the proposed new homes and provides connections to the existing development to the south, as well as future development to the north. The plans do not include horizontal curve information, however, all through streets shall be designed for a 30-mph design speed. All other streets must have a minimum horizontal curve radius of 200 feet. Also, street alignments shall be revised slightly such that they intersect at right angles.
 4. Per City Code, the streets shall be constructed in accordance to the City's public street standards (10-9-4.C). Submit geotechnical report and recommendations for review.
 5. 237th Street, west of Quay Street, is approximately 800 feet long and will require a temporary cul-de-sac.
 6. Construct permanent cul-de-sacs at locations identified under Item 9 preliminary plat.

***Water
System(s):***

- The City Engineer provided the following comments which must all be addressed as part of Final plan submittal:
 1. The plans propose to extend a 12” DIP watermain north via the Quay Street alignment, which is acceptable and will provide water service to the property to the north.
 2. The proposed sanitary sewer system appears adequate to service the proposed new lots.
 3. The construction plans must include all applicable City standard details, which can be found here: <https://www.stfrancismn.org/commdev/page/private-development-standards>

***Sanitary
System(s):***

- The City Engineer provided the following comments which must all be addressed as part of Final plan submittal:
 1. The plans propose to extend the existing 10” PVC sanitary sewer pipe north via the Quay Street alignment, which is acceptable and will provide sewer service to the property to the north.
 2. The proposed water system appears adequate to service the proposed new lots.
 3. The construction plans must include all applicable City standard details, which can be found here: <https://www.stfrancismn.org/commdev/page/private-development-standards>

***Storm water /
Grading /
Erosion:***

- The City Engineer provided the following comments which must all be addressed as part of Final plan submittal:
 1. In accordance with the NPDES Construction Permit requirements, pre-treatment of stormwater runoff must be incorporated prior to discharging into an infiltration basin.
 2. Add the borings to the grading plans and provide the groundwater information on the three piezometers.
 3. Emergency overflows shall be provided for all areas of ponding water to ensure flood protection to the new homes. Please incorporate into the design and/or clearly label.
 4. The north edge of pond 3 and its outlet do not appear to be within a drainage and utility. Add the drainage and utility easements to the grading plan to ensure all flood and drainage ways are protected.

- (cont.)
- 5. All stormwater facilities shall be designed in accordance with Chapter 10, Section 93 of the City Code, the City of St Francis Private Development standards, and the MPCA stormwater manual requirements. The Geotechnical report has limited information about the anticipated seasonal high groundwater and infiltration rates. Identify the anticipated seasonal high groundwater at each infiltration basin. The stormwater design is preliminary and may be subject to revisions as more information becomes available.
 - While there are some concerns for the applicant to address to maintain compliance with stormwater management throughout the build out of Phase I, the City Engineer believes all such matters can be worked out moving forward.
- Development Phasing:**
- The buildout of Phase one would begin near Quay St. NW, and development would proceed Eastward up to County Road 72.
- Utilities:**
- All public utilities and facilities such as gas, electrical, sewer, and water supply systems in the flood plain district (if present) shall be flood-proofed in accordance with the building code or elevated to above the regulatory flood protection elevation. Current FEMA maps indicate there is no floodplain currently on this property.
 - Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
- Parking Facilities:**
- Staff did not identify any parking issues for the proposed lots. On-site and on-street parking opportunities should meet all needs within the development.
- Required Signage:**
- New street signs will be required at all intersections at the developer's expense.
- Entrance Monument:**
- No entrance monuments are proposed with this development.
 - If desired in the future, the design and location shall be in conformance with code standards.
- Fire Hydrants:**
- Hydrant locations as proposed are appropriate according to the City Engineer and Fire Chief.
- Streetlights:**
- Street lights conforming to City specifications shall be installed at the locations approved by the City Engineer.

Sidewalks: | ▪ As requested by the Planning commission, all roads have sidewalk on at least one side, and trails from Rum River Bluffs are continued through this development.

Monuments: | ▪ In accordance with Section 11-11-2; reference monuments shall be placed in the subdivision as required by state law.

ENVIRONMENTAL & OTHER NEIGHBORHOOD IMPACTS:

Environmental Impacts: | ▪ Staff does not foresee the need for an in-depth environmental analysis based on the current proposal (i.e. EAW, EIS, AUAR, etc.)

Wetlands: | ▪ The City Engineer provided the following comment which must all be addressed as part of Final plan submittal:
1. Sheet 4 summarizes the wetland impacts. Submit a wetland replacement plan in accordance with the Wetland Conservation Act for review and consideration by all the jurisdictional agencies.
▪ As of 3/14/18, the Anoka Conservation District (ACD) has not provided comment on this application.

Shoreland (Riverway) District: | ▪ None of the subject property is within the Rum River Management district.
▪ The next phase, once proposed, will be entirely within the Rum River Management district.

Traffic: | ▪ The proposed project will not significantly increase traffic volumes beyond that which was already anticipated with the guided and previously approved land use. No traffic study is requested.

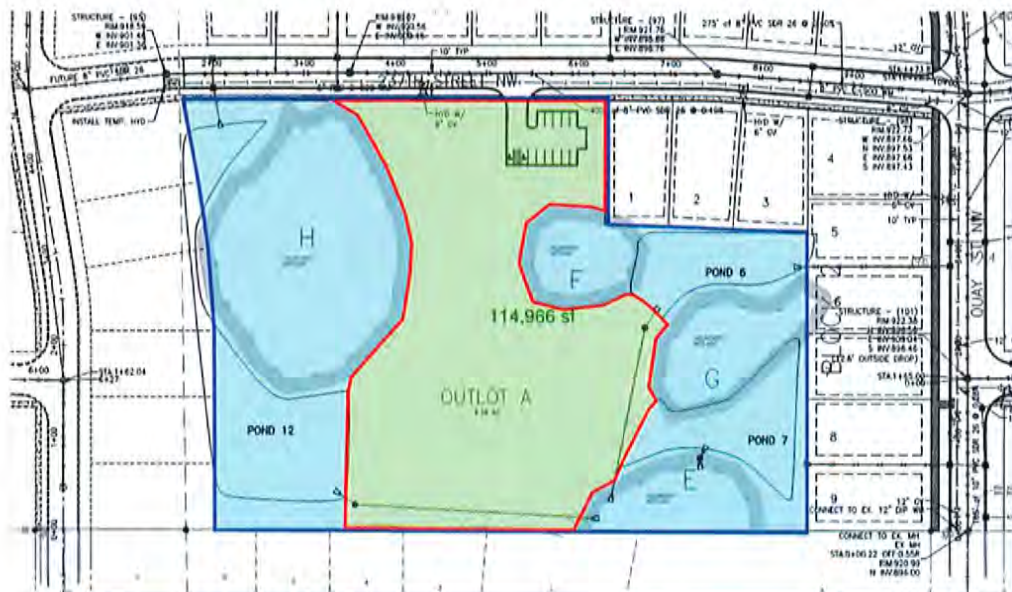
Flood Plain & Steep Slopes: | ▪ There are no flood plains or steep slope to deal with in this Phase of Rivers Edge.

Docks: | ▪ The project does not include any proposed river access or docks on open water.

Other Permits: | ▪ All necessary permits must be provided to the City. (MPCA, NPDES, MDH, etc. as may be applicable)

CHARGES, FEES, & RESPONSIBILITIES:

- | | |
|--------------------------------|--|
| <i>In General:</i> | <ul style="list-style-type: none"> ▪ As always, the applicant is responsible for all fees related to the review of this application (including but not limited to planning, legal, engineering, wetland, environmental consultants, or other such experts as required by this application). |
| <i>Park Dedication:</i> | <ul style="list-style-type: none"> ▪ The comprehensive plan guides this area for a "mid-sized" park and a "small passive" park on the river portion of the project. ▪ Section 11-08-9 of the Subdivision requires all subdivisions of land to dedicate a reasonable portion of land to the City for public use as parks, trails, or open space. The required dedication percentage for a residential development is 10% of the gross acreage being developed. <ol style="list-style-type: none"> 1. Entire Development (all phases): 96.1 * 10% required dedication = 9.61 acres of land 2. Phase I only: 42.5 acres * 10% required dedication = 4.25 gross acres of land (or cash-in-lieu/improvements) required ▪ The centrally located land to the south of 237th Street NW proposed for dedication (Outlot A) would be an excellent location for a park to serve both this development and the Rum River Bluffs development to the south. Outlot A is 6.27 gross acres in size (outlined in BLUE), but is encumbered by wetlands, wetland buffers, ponding areas, and dry land which has been rendered unusable due to the locations of wetlands and ponds. As the City is not "...required to accept land which will not be usable for parks and playgrounds or which would require extensive expenditures on the part of the public to make useable," park dedication credit will be limited to the net usable land on Outlot A which is estimated to be 2.64 acres and is shown in GREEN below. |



- (cont.)
- As the City is accepting both land and cash-in-lieu of land to satisfy Phase I park dedication requirements, the applicant is required to pay a fraction of the park dedication fee that would otherwise be required if only cash were being accepted. The fraction is derived by a numerator (the difference between the percentage of land dedicated and the percentage of land required to be dedicated), and a denominator (the percentage of land to be dedicated as the denominator) [11-08-9(F)(3)]. The percentage of land being dedicated is 6.21
 - $3.79\% \text{ not dedicated} / 10\% \text{ required dedication} = [0.0379 / 0.10] = 0.379 * \$2500 = \mathbf{\$948/unit}$

Sewer Charges: ▪ Future sewer access charges and/or individual hook up charges will be applicable at the time of Final Plan per city standards and policies.

Water Charges: ▪ Future water access charges and/or individual hook up charges will be applicable at the time of Final Plan per city standards and policies.

- Other:** ▪ The City Engineer provided the following comments which also must be addressed:
1. The Preliminary Plat shall be signed by a Professional Land Surveyor.
 2. Provide boundary line bearing and dimensions for the land to be included in the Preliminary Plat.
 3. Identify total upland area (land above the ordinary high-water mark of existing wetlands, lakes and rivers).
 4. When lots are located on a curve in a road, please provide the lot width at the building setback line.
 5. Provide centerline dimension information for all streets.
 6. Per city code, all encroachments and existing topography (including structures and improvements) of the subject parcel and 100 feet outside the boundary of the subject parcel shall be shown. Update plans accordingly.
 7. Temporary street cul-de-sac easements shall be provided where required at the north end of “Street 3”, Marigold Street NW and at the east end of 237th Street NW.
 8. Outlot A should include the immediate area west to the West Line of the NE ¼ of Section 32. Also, the area immediately west of Lot 10, Block 1, should be included in and Outlot to the West Line of the NE ¼ of Section 32.
 9. Provide infiltration rates for the infiltration basins and pavement calculations based on the geotechnical report.

(cont.)

10. Verify low flows have sufficient separation from highest anticipated groundwater. Provide a table that identifies the driveway slope, finished floor, garage floor, lowest floor, HWL, emergency overflow, etc. for each lot.
11. Set the HWL on all low areas and wetlands that are adjacent to the plat (i.e. north of 237th Street). The HWL for all wetlands and low areas that are off the property cannot be increased unless they remain within an existing drainage and utility easement.
12. Cross drainage to areas outside the plat shall not be allowed. Ensure back yards drain to the appropriate catch basin, ponding area or wetland.
13. All cross drainage within the plat shall be within a drainage and utility easement.
14. Storage below the outlet or overflow can be considered in wetlands and ponding areas for rate control. However, for establishing the HWL start the storage at the outlet or overflow elevation.
15. For land locked areas set the HWL with back to back 100-year storms or the 10-day snow melt, whichever is critical.

**Neighbor
Feedback:**

- The following concerns were raised at the Planning Commission meeting by residents of the Rum River Bluffs development as well as the Commissioners:
 1. **Residents from the Rum River Bluffs development expressed concerns about the impact this development will have on the existing intersection of 235th and County Road 72 (Rum River Blvd).**
 - The County has determined they will not allow a permanent access onto Cty Rd 72 directly from the Rivers Edge development.
 - The County is considering allowing the proposed temporary/construction access.
 - The developer of Rum River Bluffs is currently under agreement with the City and County to develop turn lanes at that intersection.
 - City staff and Engineering continue to work with Anoka County in regards to a long term solution and future plans for this intersection.
 - As the Rivers Edge and other development continues it will require the County continue to address this intersection.

(cont.)

2. Some speakers expressed concern about the proposed density of the development, and questioned whether single-family homes was the best use of the land.

- Both the current and proposed comprehensive plan guide the subject area for single family homes at the density proposed by the applicant. The City's corresponding zoning map, as required by law, is consistent with the land use map and also allows for the requested development.
- Possible changes to the City's guided land uses occurs every 10 years when the Comprehensive Plan is updated. The current draft plan reiterates the City's desire to see the subject land be used for urbanized residential lots.
- Public municipal utilities are designed and built based on the City's land use plan. Given that the subject land has been anticipated to develop into urban single family home sites for over 10 years, it can be stated that the proposed density is needed to support already established public municipal utilities.
- The Rivers Edge land was platted for roughly 193 homes in 2004, and simply did not move forward due to market conditions. As previously approved, the development was to use the 235th intersection and was not allowed another access onto Cty Rd 72. Conditions have not changed in this regard over the past fourteen years.
- A second (and third) main access point will be created in the future once property development expands northward to 239th and/or 241st.

3. The property owner to the north of the Rivers Edge land requested that the City require fencing between the two properties citing concerns about wildlife, children's safety, and dogs.

- The property owner to the North provided the City with a copy of State Statute 344, Petition Fences, which stipulates circumstances which compel the installation of fencing and cost sharing between property owners. Staff reviewed the statute, and determined the language was specific to properties being used (in whole or in part) to produce or maintain livestock for agricultural purposes. As there is no known livestock on either property that the City is aware of, the statutory language is not applicable.
- City Code does not require fencing be installed as part of this development.

(cont.)

- Staff recommends that all fencing decisions remain a private matter to be determined by the property owner to the north, or by individual lot owners within the new development. If any party believes a fence is necessary to protect their interests, they are free to construct the desired fence provided all rules of the City are followed.
- 4. Some expressed concerns about area wildlife, nearby eagle nests, and the lack of new DNR comments.**
- The phase of development current under review falls outside of the Rum River Management Area and therefore is not subject to any special DNR review. That said, the DNR was provided opportunities to comment both during the sketch and preliminary steps of development review. There are no outstanding DNR related concerns relating to Phase I to staff's knowledge.
 - The second phase of the development will fall within the Rum River Management District and will require a different level of review and scrutiny by the DNR.
 - Rivers Edge includes wetlands which have been reviewed, and Management Classifications reports have been completed.
 - The property owner to the north indicated that there are active Eagle nests on the northern part of his property and across the river. A review of the National Bald Eagle Management Guidelines has determined that both sites as described are over 1000 feet away, they neither will have any impact on the application currently under consideration.

INTERIM USE PERMIT:

In General:

- As part of the preliminary plat application, the applicant requested an interim use permit to authorize pre-grading of the property prior to getting future final plat approval. This is a very common practice by developers who are looking to maximize their development timeline, and staff is generally supportive of such requests provided the subdivision is found to be in the City's best interest and meets all requirements.
- Section 10-10-4(D)(7) states that "*at any time following the approval of a Development Stage Plan by the City Council, and completion and execution of a PUD agreement governing the project, the applicant may, pursuant to the applicable City Code provisions apply for, and the City may issue, grading permits for the area within the PUD for which Development Stage Plan approval has been given. Securities as appropriate may be required of the applicant.*"

- (cont.)
- Section 10-31-1 then states that "any person who proposes to move the natural surface of the earth via excavation, grading, or filling on any property in the City shall apply for an interim use permit," and thus staff noticed for an interim use permit review as part of this proceeding. However, a subsequent reading of code revealed an exemption for "excavation, filling, or grading in reliance on and in accordance with an approved development plan or grading plan."
 - **Per the sections noted above, no interim use permit is required, and grading may proceed following execution of a developer's agreement with the City.**

**Minimum DA
Conditions:**

- Final conditions and terms of a developer's agreement to allow for preliminary grading shall be as determined by the City Engineer.
- At a minimum, the following conditions will apply:
 1. All plan sets which affect grading shall be updated and finalized per the City Engineer prior to pre-grading being authorized;
 2. Transport of equipment to the development site shall adhere to all applicable road restrictions;
 3. No impacts to wetlands will be authorized until/unless the City Engineer has confirmed that all applicable approvals are in place from all agencies with jurisdiction;
 4. A surety in an amount determined by the City Engineer (typically 125%) is provided to ensure all work is completed as proposed;
 5. The applicant shall enter into a developer's agreement with the City for the proposed grading.

Rezoning:

In General:

- Establishment of a PUD district includes a rezoning to depict the area in question as the "Rivers Edge PUD" on the City's official zoning map. Per section 10-75-3 of code, rezoning is only to be authorized under the following conditions:
 - A. The plan is not in conflict with the Comprehensive Plan of the City.
 - B. The plan is designed to form a desirable and unified development within its own boundaries.
 - C. The proposed uses will not be detrimental to present and future land uses in the surrounding area.

(cont.)

- D. Any exceptions to the standard requirements of this chapter and the Subdivision Regulations Chapter are justified by the design of the development.
- E. The plan will not create an excessive burden on parks, schools, streets, and other public facilities or utilities that are proposed to serve the Planned Unit Development.
- F. The PUD will not have an undue and adverse impact on the reasonable enjoyment of the adjoining properties.

Staff Recommendation:

- Provided all recommended conditions of approval are followed and implemented as discussed herein, staff believes this request is compliant to the above requirements for PUD authorization.
- Given the number of issues still to be addressed, we recommend approval of the rezoning be conditioned upon the applicant successfully acquiring approval of Final Plans meeting all conditions of approval. While this process will constitute the public hearing on the proposed rezoning, the ordinance authorizing the map change will not be approved until the Final Plan has been approved.
- Authorization of the rezoning ultimately require a 4/5 vote of Council.

Conclusion

The applicant is seeking approval of a PUD Development Plan for Phase I of the Rivers Edge development.

Staff Recommendations:

- **Approval of the PUD Development Plan and future rezoning to a PUD subject to conditions listed on pages 19 & 20.**

Council Options:

The City Council has the following options:

- A) APPROVE THE PUD DEVELOPMENT PLAN based on the applicant's submittals and findings of fact.
- B) DENY THE PUD DEVELOPMENT PLAN based on the applicant's submittals and findings of fact.
- C) TABLE THE APPLICATION and request additional information.

- (cont.)
- Based on an application date of 2/15/2018, the 60-day review period for the PUD application will expire on 4/16/18. This deadline can be extended an additional 60-days by the City if more time is needed for review.

Template Denial Motion:

- “I move that we deny the requested PUD Development Plan for Rivers Edge based on the following findings of fact:”
 - (provide findings to support your conclusion)

Template Approval Motion:

- “I move we approve the requested PUD Development Plan for Rivers Edge based on the findings of fact listed on page 20 of the report and subject to the conditions listed on pages 21 & 22 as may have been amended here tonight.”

Suggested Findings of Fact:

1. The proposed plans are not in conflict with the Comprehensive Plan of the City.
2. The proposed plan forms a desirable and unified development within the property boundaries.
3. The proposed lot layout protect open spaces important to the City, and creates various styles of lots to increase the life-cycle housing stock within the community.
4. Planned roadways include connections to adjacent developable land as required.
5. The planned residential land uses will be consistent with the existing land use to the south and the long-term planned land uses to the north.
6. The plan successfully addresses the comprehensive plan guidance of providing a "mid-sized" park in this area of the City.
7. The property exceeds the PUD minimum of one (1) acre.
8. All lots, blocks, setbacks, etc, are in conformance with underlying zoning requirements, or deviations as shown on the PUD Preliminary Plan, subject to conditions, are justified by the design of the development.
9. The proposed project will not significantly increase traffic volumes beyond that which was already anticipated with the guided and previously approved land use
10. The plan will not create an excessive burden on parks, schools, streets, and other public facilities or utilities that are proposed to serve the development.
11. The PUD will not have an undue and adverse impact on the reasonable enjoyment of the adjoining properties.

**Recommended
Conditions:**

1. All changes required by the City Engineer in their memo dated 3/13/18 shall be addressed to the satisfaction of the City Engineer prior to approval of the PUD Final Plan and rezoning. Rearrangement of pads, if necessary to address engineering issues, may be administratively permitted provided the new pad arrangement still meets minimum code standards for area, width, etc.
2. A complete landscape plan shall be submitted to staff for review prior to PUD Development Plan review by the City Council.
3. The Final PUD plans shall contain provisions to assure the continued operation and maintenance of all open space and service facilities to a pre-determined reasonable standard.
4. Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
5. All connections and laterals shall be designed to minimum City standards.
6. Future driveways should be located so as to preserve existing trees in as much as possible.
7. Addresses for the individual homes should be posted at each driveway entrance.
8. All public utilities and facilities such as gas, electrical, sewer, and water supply systems in the flood plain district (if present) shall be flood-proofed in accordance with the building code or elevated to above the regulatory flood protection elevation.
9. Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
10. New street signs will be required at all intersections at the developer's expense.
11. No entrance monuments are authorized for this development.
12. Street lights conforming to City specifications shall be installed at the locations approved by the City Engineer
13. Reference monuments shall be placed in the subdivision as required by state law.
14. All necessary permits (MPCA, NPDES, MDH, etc.) must be provided to the City before activity begins as may be applicable.

- (cont.)
15. The applicant shall be responsible for all fees related to the review of this application (including but not limited to planning, legal, engineering, wetland, environmental consultants, or other such experts as required by this application).
 16. Park dedication requirements for Phase I shall be resolved via dedication of parkland on Outlot A, and a cash-in-lieu of land dedication per lot in accordance with City standards.
 17. Future sewer access charges and/or individual hook up charges will be applicable at the time of Final Plan per city standards and policies.
 18. Prior to commencing any grading of the site, the applicant shall enter into a developer's agreement subject to conditions as determined by the City engineer. At a minimum, the following shall apply as may be amended by the City Engineer:
 - a. All plan sets which affect grading shall be updated and finalized per the City Engineer prior to pre-grading being authorized;
 - b. Transport of equipment to the development site shall adhere to all applicable road restrictions;
 - c. No impacts to wetlands will be authorized until/unless the City Engineer has confirmed that all applicable approvals are in place from all agencies with jurisdiction;
 - d. A surety in an amount determined by the City Engineer (typically 125%) is provided to ensure all work is completed as proposed
 19. Final approval of the rezoning shall be conditioned upon the applicant successfully acquiring approval of Final Plans meeting all PUD Development Plan conditions of approval.

cc: Dale Willenbring, applicant

To: Benjamin Gozola, AICP <BGozola@sambatek.com>
Subject: Meeting on the 21st of March Re: Laketown Homes, LLC PUD

Hi Ben,

Just submitting some comments for the Meeting on the 21st of March Re:
Laketown Homes, LLC PUD:

One of the major concerns I have of the proposed development is the sheer number of lots going in, considering there is only one road out of the development. The existing Rum River Bluffs development contains 76 lots for phase 1 and 39 lots for phase 2 for a total of 115 lots. The proposed PUD would bring that total to over 300 homes all trying to use the same entrance/exit.

Additionally, the first phase of the development does not conform to the comprehensive plan density of 2.5 houses per acre (Gross density is 2.6, Net density is 3.1). In my opinion each phase should conform to the requirements of the comprehensive plan on its own, without relying on potential future development to offset the excessive density.

From Chapter 10 of the City Ordinances:
Zone R-2 is Low Density Residential

Single family lot requirements:
10800 square feet minimum lot size
80 feet minimum lot width

Very few of the lots in the first stage of the proposed PUD meet the requirements of the minimum lot size or lot width.

This does not compare well to the existing development to the south.

Although the neighboring Rum River Bluffs Development does contain some small lots, as a point of information there are several of those still undeveloped over 10 years after the plat was approved, which demonstrates the lack of interest in small parcels in this area.

One thing I find to be curious is the method of calculating average lot size vs the required 2.5 houses per acre average density.

It would seem that to comply with 2.5 houses per acre, the average lot size should be $1/2.5 = 0.4$ acre = 17,424 sq ft.

Is it appropriate to include non-buildable wetland area in the density calculation? I would say no, others might say yes.

But, I would point out that the inclusion of the non-buildable area in the calculation results in almost no lots (I think there are 3) in the PUD meeting or exceeding the average lot size of 17,424 as calculated above. This leads to traffic congestion at the entrance/exit of both developments.

Sincerely,

Curt Peterson
Resident of Rum River Bluffs



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

Submitted to: City of St. Francis

cc: Joe Kohlmann, City Administrator
Paul Teicher, Public Work Director
Kate Thunstrom, Community Development Director
Benjamin Gozola, City Planner
Craig Jochum, City Engineer

Reviewed by: Shane Nelson, Assistant City Engineer

Date: March 13, 2018

**Proposed
Project:** Rivers Edge

Street Location: N 660 FT OF NE1/4 OF SEC 32 T34 R24, EX RD, SUBJ TO
EASE OF REC

Applicant: Laketown Homes

Owners of Record: David J Siwek
Patrica S Murzyn
Anoka County Highway Department

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

Permits Required: City Approval, NPDES Construction Permit, MPCA
Sanitary
(but not limited to) Sewer Extension Permit, MDH Water Extension, DNR
Appropriation Permit, Anoka County Highway
Department Right-of-Way Permit

INFORMATION AVAILABLE

Stormwater Management Plan for Rivers Edge, dated 2/28/18, prepared by Civil Methods, Inc.

Preliminary Plat Submittal Drawings for Rivers Edge, 16 Sheets total, dated 2/28/18, prepared by Campion Engineering Services, Inc. and Wenck Associates

Wetland Delineation Report for River's Edge, dated November 27, 2017, prepared by Minnesota Natural Resources

SITE ACCESS / VEHICULAR TRAFFIC

1. It is proposed that the site will gain access from Quay Street and Marigold Street through the existing Rum River Bluffs Development via 235th Avenue. Improvements to Rum River Boulevard (CR 72) are required to be completed as development obligations for the Rum River Bluffs developments.
2. A temporary access to Rum River Boulevard (CR 72) is proposed at 236th Avenue in the location of the existing cul-de-sac. Anoka County included comments in its initial review that turn lanes may be required for this proposed new access. This access shall serve as the main construction entrance to the site and shall also provide a secondary emergency vehicle access for the additional homes proposed with this development. All accesses onto Rum River Boulevard (CR 72) are subject to review and approval of the Anoka County Highway Department.
3. The street network generally appears adequate to provide access to the proposed new homes and provides connections to the existing development to the south, as well as future development to the north. The plans do not include horizontal curve information, however, all through streets shall be designed for a 30-mph design speed. All other streets must have a minimum horizontal curve radius of 200 feet. Also, street alignments shall be revised slightly such that they intersect at right angles.
4. Per City Code, the streets shall be constructed in accordance to the City's public street standards (10-9-4.C). Submit geotechnical report and recommendations for review.
5. 237th Street, west of Quay Street, is approximately 800 feet long and will require a temporary cul-de-sac.
6. Construct permanent cul-de-sacs at locations identified under Item 9 preliminary plat.

SEWER AND WATER UTILITIES

1. The plans propose to extend the existing 10" PVC sanitary sewer pipe north via the Quay Street alignment, which is acceptable and will provide sewer service to the property to the north.

2. The plans propose to extend a 12" DIP watermain north via the Quay Street alignment, which is acceptable and will provide water service to the property to the north.
3. The proposed sanitary sewer and water system appears adequate to service the proposed new lots.
4. The construction plans must include all applicable City standard details, which can be found here: <https://www.stfrancismn.org/commdev/page/private-development-standards>

GRADING, DRAINAGE AND EROSION CONTROL

1. Sheet 4 summarizes the wetland impacts. Submit a wetland replacement plan in accordance with the Wetland Conservation Act for review and consideration by all the jurisdictional agencies.
2. In accordance with the NPDES Construction Permit requirements, pre-treatment of stormwater runoff must be incorporated prior to discharging into an infiltration basin.
3. Add the borings to the grading plans and provide the groundwater information on the three piezometers.
4. Emergency overflows shall be provided for all areas of ponding water to ensure flood protection to the new homes. Please incorporate into the design and/or clearly label.
5. The north edge of pond 3 and its outlet do not appear to be within a drainage and utility. Add the drainage and utility easements to the grading plan to ensure all flood and drainage ways are protected.
6. All stormwater facilities shall be designed in accordance with Chapter 10, Section 93 of the City Code, the City of St Francis Private Development standards, and the MPCA stormwater manual requirements. The Geotechnical report has limited information about the anticipated seasonal high groundwater and infiltration rates. Identify the anticipated seasonal high groundwater at each infiltration basin. The stormwater design is preliminary and may be subject to revisions as more information becomes available.

PRELIMINARY PLAT

1. Drainage and utility easements shall be provided for all stormwater ponds and wetlands to the HWL elevation or the buffer, whichever is greater.
2. Drainage and utility easements shall be provided for rear yard swales to ensure long term operation and maintenance. For rear yard ponding areas, drainage and utility easement shall be provided to the EOF elevation.
3. The Preliminary Plat shall be signed by a Professional Land Surveyor.
4. Provide boundary line bearing and dimensions for the land to be included in the Preliminary Plat.
5. Identify total upland area (land above the ordinary high-water mark of existing wetlands, lakes and rivers).
6. When lots are located on a curve in a road please provide the lot width at the building setback line.
7. Provide centerline dimension information for all streets.

8. Per city code all encroachments and existing topography (including structures and improvements) of subject parcel and 100 feet outside the boundary shall be shown.
9. Temporary street cul-de-sac easements to be provided where required at the north end of "Street 3", Marigold Street NW. and at the east end of 237th Street NW.
10. Outlot A should include the immediate area west to the West Line of the NE ¼ of Section 32. Also, the area immediately west of Lot 10, Block 1, should be included in and Outlot to the West Line of the NE ¼ of Section 32.

OTHER ITEMS

1. Provide infiltration rates for the infiltration basins and pavement calculations based on the geotechnical report.
2. Verify low flows have sufficient separation from highest anticipated groundwater. Provide a table that identifies the driveway slope, finished floor, garage floor, lowest floor, HWL, emergency overflow, etc. for each lot.
3. Set the HWL on all low areas and wetlands that are adjacent to the plat (i.e. north of 237th Street). The HWL for all wetlands and low areas that are off the property cannot be increased unless they remain within an existing drainage and utility easement.
4. Cross drainage to areas outside the plat shall not be allowed. Ensure back yards drain to the appropriate catch basin, ponding area or wetland.
5. All cross drainage within the plat shall be within a drainage and utility easement.
6. Storage below the outlet or overflow can be considered in wetlands and ponding areas for rate control. However, for establishing the HWL start the storage at the outlet or overflow elevation.
7. For land locked areas set the HWL with back to back 100-year storms or the 10-day snow melt, whichever is critical.

SUMMARY AND/OR RECOMMENDATION

We recommend approval of the Preliminary Plat subject to the conditions as listed herein.

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

RESOLUTION 2018 - 14

**A RESOLUTION APPROVING DEVELOPMENT STAGE OF A PLANNED
UNIT DEVELOPMENT INCLUDING PRELIMINARY PLAT APPROVAL
FOR RIVERS EDGE PLANNED UNIT DEVELOPMENT**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota was held on the 2nd day of April, 2018. The following members were present: Mayor Steve Feldman; Council Members Robert Bauer, Joe Muehlbauer, Rich Skordahl, and Jerry Tveit.

Council Member _____ introduced the following resolution and moved its adoption:

WHEREAS, the City of St. Francis is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of St. Francis has adopted a comprehensive plan and corresponding zoning regulations and subdivision regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, Laketown Homes LLC (“Applicant”) is owner of unaddressed property lying west of County Road 72 and north of the Rum River Bluffs Subdivision (the “Property”) which is legally described as follows:

*The North 660 feet of the Northeast Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota, and
That part of the West 400 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 34, Range 24, Anoka County, Minnesota, lying
Northwesterly of the right-of-way of County Road 72 (Rum River Blvd.).*

WHEREAS, development of the Property, in a similar fashion, was approved by the City in 2006, but a combination of factors precluded the previous landowner from proceeding with that development, and the final plat has since become void; and

WHEREAS, the Planning Commission on March 21, 2018, opened and closed a duly noticed public hearing and considered the applicant's submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

WHEREAS, the City Council on April 2, 2018, has considered the recommendations of Staff and the Planning Commission, the Applicant's submissions, the contents of the staff report, public testimony, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the Rivers Edge PUD Development Stage and Preliminary Plat based on the following findings of fact:

- 1) The proposed plans are not in conflict with the Comprehensive Plan of the City.
- 2) The proposed plan forms a desirable and unified development within the property boundaries.
- 3) The proposed lot layout protects open spaces important to the City, and creates various styles of lots to increase the life-cycle housing stock within the community.
- 4) Planned roadways include connections to adjacent developable land as required.
- 5) The planned residential land uses will be consistent with the existing land use to the south and the long-term planned land uses to the north.
- 6) The plan successfully addresses the comprehensive plan guidance of providing a "mid-sized" park in this area of the City.
- 7) The property exceeds the PUD minimum of one (1) acre.
- 8) All lots, blocks, setbacks, etc, are in conformance with underlying zoning requirements, or deviations as shown on the PUD Preliminary Plan, subject to conditions, are justified by the design of the development.
- 9) The proposed project will not significantly increase traffic volumes beyond that which was already anticipated with the guided and previously approved land use
- 10) The plan will not create an excessive burden on parks, schools, streets, and other public facilities or utilities that are proposed to serve the development.
- 11) The PUD will not have an undue and adverse impact on the reasonable enjoyment of the adjoining properties.

BE IT FURTHER RESOLVED that approval of the Planned Unit Development and Preliminary Plat shall be subject to the following conditions:

- 1) All changes required by the City Engineer in their memo dated 03/13/2018 shall be addressed to the satisfaction of the City Engineer prior to approval of the PUD Final Plan and rezoning. Rearrangement of pads, if necessary to address engineering issues, may be administratively permitted provided the new pad arrangement still meets minimum code standards for area, width, etc.
- 2) A complete landscape plan shall be submitted to staff for review prior to PUD Development Plan review by the City Council.
- 3) The Final PUD plans shall contain provisions to assure the continued operation and maintenance of all open space and service facilities to a pre-determined reasonable standard.
- 4) Telephone, electric, and/or gas service lines are to be placed underground in accordance with the provisions of all applicable City ordinances.
- 5) All connections and laterals shall be designed to minimum City standards.
- 6) Future driveways should be located so as to preserve existing trees in as much as possible.
- 7) Addresses for the individual homes should be posted at each driveway entrance.
- 8) All public utilities and facilities such as gas, electrical, sewer, and water supply systems in the flood plain district (if present) shall be flood-proofed in accordance with the building code or elevated to above the regulatory flood protection elevation.
- 9) New street signs will be required at all intersections at the developer's expense.
- 10) No entrance monuments are authorized for this development.
- 11) Street lights conforming to City specifications shall be installed at the locations approved by the City Engineer
- 12) Reference monuments shall be placed in the subdivision as required by state law.
- 13) All necessary permits (MPCA, NPDES, MDH, etc.) must be provided to the City before activity begins as may be applicable.
- 14) The applicant shall be responsible for all fees related to the review of this application (including but not limited to planning, legal, engineering, wetland, environmental consultants, or other such experts as required by this application).
- 15) Park dedication requirements for Phase I shall be resolved via dedication of parkland on Outlot A, and a cash-in-lieu of land dedication per lot in accordance with City standards.

- 16) Future sewer access charges and/or individual hook up charges will be applicable at the time of Final Plan per city standards and policies.
- 17) Future water access charges and/or individual hook up charges will be applicable at the time of Final Plan per city standards and policies.
- 18) Prior to commencing any grading of the site, the applicant shall enter into a developer's agreement subject to conditions as determined by the City engineer. At a minimum, the following shall apply as may be amended by the City Engineer:
 - a. All plan sets which affect grading shall be updated and finalized per the City Engineer prior to pre-grading being authorized;
 - b. Transport of equipment to the development site shall adhere to all applicable road restrictions;
 - c. No impacts to wetlands will be authorized until/unless the City Engineer has confirmed that all applicable approvals are in place from all agencies with jurisdiction;
 - d. A surety in an amount determined by the City Engineer (typically 125%) is provided to ensure all work is completed as proposed.
- 19) Final approval of the rezoning shall be conditioned upon the applicant successfully acquiring approval of Final Plans meeting all PUD Development Plan conditions of approval.

The motion for adoption of the foregoing resolution was duly seconded by Council Member _____ and, upon vote being taken thereon, the following voted in favor thereof: _____ . The following voted against or abstained: _____ .

Whereupon the resolution was declared duly passed and adopted the 2nd day of April, 2018.

Steve D. Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

Dated

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated _____
Laketown Homes LLC

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

RIVER'S EDGE

PROJECT NARRATIVE

St. Francis Land Development, LLC is proposing the development of the first phase of the River's Edge Planned Unit Development, consisting of 120 single family detached residential home sites across 40 acres. This is the first phase of a total 96 acre development. The second phase, to be submitted and developed once the city comp plan is amended, will add 100 more homesites across 53 acres. The current phase will include a much needed 6 acre active park (4 acres wetland 2 acres usable). This park will have parking for all to use, but be within walking distance of 100+ current homes plus these 200+ future homes. The second phase will include 17 stunningly beautiful acres of passive park on and adjacent to the Rum River. While discussions on how to utilize the park will occur in phase 2, the developer envisions natural hiking trails meandering thru the wetlands and alongside the river. It will be a wonderful city park for all to enjoy.

Phase 1 will contain two types of lifestyle homesites. 70 of these sites will be affordable common single family home sites generally for young families looking for a new detached home or growing families looking for more space. 50 of these homesites will be in a separate area and contain both slab on grade and walkout lower level patio homes. These homes are generally preferred by active retirees and empty nesters looking to downsize. The main level living of these homes is a primary attraction along with limited to no maintenance necessary plus a neighborhood of similarly situated active adults.

Phase 2 will add a third lifestyle home with larger lots overlooking the river. These will be contain more substantial homes in a wooded and natural setting.

In total, phase 1 and 2 will offer two parks three distinctly different neighborhoods each with a different style of home serving young families thru active retirees.

Construction on phase 1 will begin immediately upon approval and weather conditions allowing. If the entirety of phase 1 should be graded by April 2018, and streets for the first addition of this phase should be completed by July. It is anticipated phase 1 will be built out in 3 additions. Currently there are two builders very active in St. Francis new construction market that have agreed to build in phase 1. They are out of lots in St. Francis and eager to begin construction of model homes as soon as May. Included are typical elevations of homes these builders are currently building in St Francis. Also included are typical patio home elevations. It is important to note that these are merely examples of the type of home to be built. Also included is an example of a 2 story home and rambler that could be built on the lots overlooking the river in phase 2.

Outlots for storm water ponding is currently designed to be given to the city should they wish to have control of these ponds. Some neighboring cities do choose to own the outlots. Alternative, the outlots will be privately owned, however drainage and utility easements will overlay the ponds giving the city access if needed.

Both phase 1 and phase 2 will having ADA compliant sidewalks throughout the neighborhoods, connecting to the sidewalks of the existing neighborhoods and leading to both the active and passive parks plus the county park.

There is ongoing debate over the need and safety of a 2nd access point to the neighborhood. The county will not allow a permanent access at the current right of way. However, the developer has provided an exhibit showing a temporary access that could be used for emergency and construction traffic only. It appears the county might allow this temporary access, although discussions continue.

River's Edge will add over 200 homesites to St Francis with three different life-style neighborhoods and two city parks. Sidewalks will connect new and existing neighborhoods. A second temporary access is envisioned, at least for emergency and construction traffic. Two builders that are currently active in St. Francis are eager to begin construction of homes, having run out of buildable lots. Once completed, Rivers Edge should be a wonderful addition to a great city.

The developer wishes to thank their engineer, Marty Campion, along with city staff and their engineers plus feedback given from the planning commission and city council to arrive at this plan.

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

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 851-434-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-434-0002
 TOLL FREE: 1-800-252-1189

RIVERS EDGE ST FRANCIS, MN

PROJECT DIRECTORY

DEVELOPER
 LAKETOWN HOMES, LLC
 ATTENDALE WILLOWBROOK
 1536 BEACHCOMBER BLVD
 WACONIA, MN 55387
 PH: 952.715.5228
 EMAIL: DWELLEN@LAKETOWNHOMES.COM

ENGINEER
 CAMPION ENGINEERING SERVICES, INC
 ATTENSHATT CAMPION
 1800 PIONEER CREEK CENTER
 MAPLE PLAIN, MN 55359
 PH: 763.479.5172
 EMAIL: MCAMPION@CAMPIONENG.COM

SURVEYOR
 WENCK ASSOCIATES
 ATTENSHATT HALLS
 1800 PIONEER CREEK CENTER
 MAPLE PLAIN, MN 55359
 PH: 763.479.5193
 EMAIL: MWELLS@WENCK.COM

WETLAND CONSULTANT
 WENCK NATURAL RESOURCES, INC.
 ATTENSHATT AVENUE
 1032 WEST SEVENTH STREET
 ST. PAUL, MN 55102
 PH: 651.788.0641
 EMAIL: KENLAB@WENCK.COM

PROJECT LOCATION



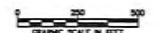
- GOVERNING SPECIFICATIONS:**
1. THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" LATEST EDITION & SUPPLEMENTS.
 2. CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITIES SPECIFICATIONS (LATEST EDITION)
 3. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND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

INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	REMOVAL PLAN
4	CONCEPT PLAN - ENTIRE PROPERTY
5-6	PRELIMINARY PLAT
7-8	SANITARY SEWER & WATERMAIN PLAN
9-10	STREET & STORM SEWER PLAN
11-12	GRADING PLAN
13-14	STORM WATER POLLUTION PREVENTION PLAN
15	DETAILS
16	GRADING & SWPPP NOTES

BENCHMARK

SE CORNER OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 20 TOWNSHIP 34, RANGE 24 EAST IRON MONUMENT
 BENCHMARK: TOP OF MONUMENT
 ELEVATION = 221.87 (NGVD 29)



NO.	DATE	DESCRIPTION

CAMPION ENGINEERING SERVICES, INC.

• Civil Engineering • Land Planning
 1800 Pioneer Creek Center,
 P.O. Box 249
 Maple Plain, MN 55359
 Phone: 763-479-5172
 Fax: 763-479-4242
 E-Mail: mcampion@campioneng.com

I hereby certify that this plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
 North P. Campion - Lic. # 19907 Date:

**RIVERS EDGE
 LAKETOWN HOMES
 ST FRANCIS, MN**

COVER SHEET	PROJECT NO: 17-037
SHEET NO. 1 OF 16 SHEETS	DATE: 02/28/2018

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION OF PROPERTY:

That part of the East Half of the Southwest Quarter (E 1/2 of SW 1/4) of Section 29, Township 24, Range 24, Anoka County, Minnesota described as follows:

Commencing at the Southeast corner of said East Half of the Southwest Quarter and proceeding North on the East line of said East Half of the Southwest Quarter to the centerline of the Rum River a natural waterway, and thence proceeding Southwesterly along the centerline of said Rum River to the West line of said East Half of the Southwest Quarter; thence proceeding South on said West line to the Southwest corner of said East Half of the Southwest Quarter; thence proceeding East on the South line of said East Half of the Southwest Quarter to the point of commencement.

AND

The North 660 feet of the Northeast Quarter of Section 32, Township 24, Range 24, Anoka County, Minnesota.

AND

The North 660 feet of the Northwest Quarter of Section 32, Township 24, Range 24, Anoka County, Minnesota; plus East of the Rum River.

AND

That part of the West 400 feet of the Northwest Quarter of the Northwest Quarter of Section 33, Township 24, Range 24, Anoka County, Minnesota, lying northwesterly of the right-of-way of County Road No. 72 (Rum River Blvd.).

SE 1/4 OF SECTION 29

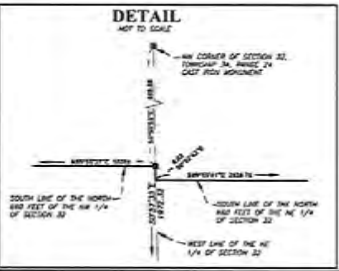
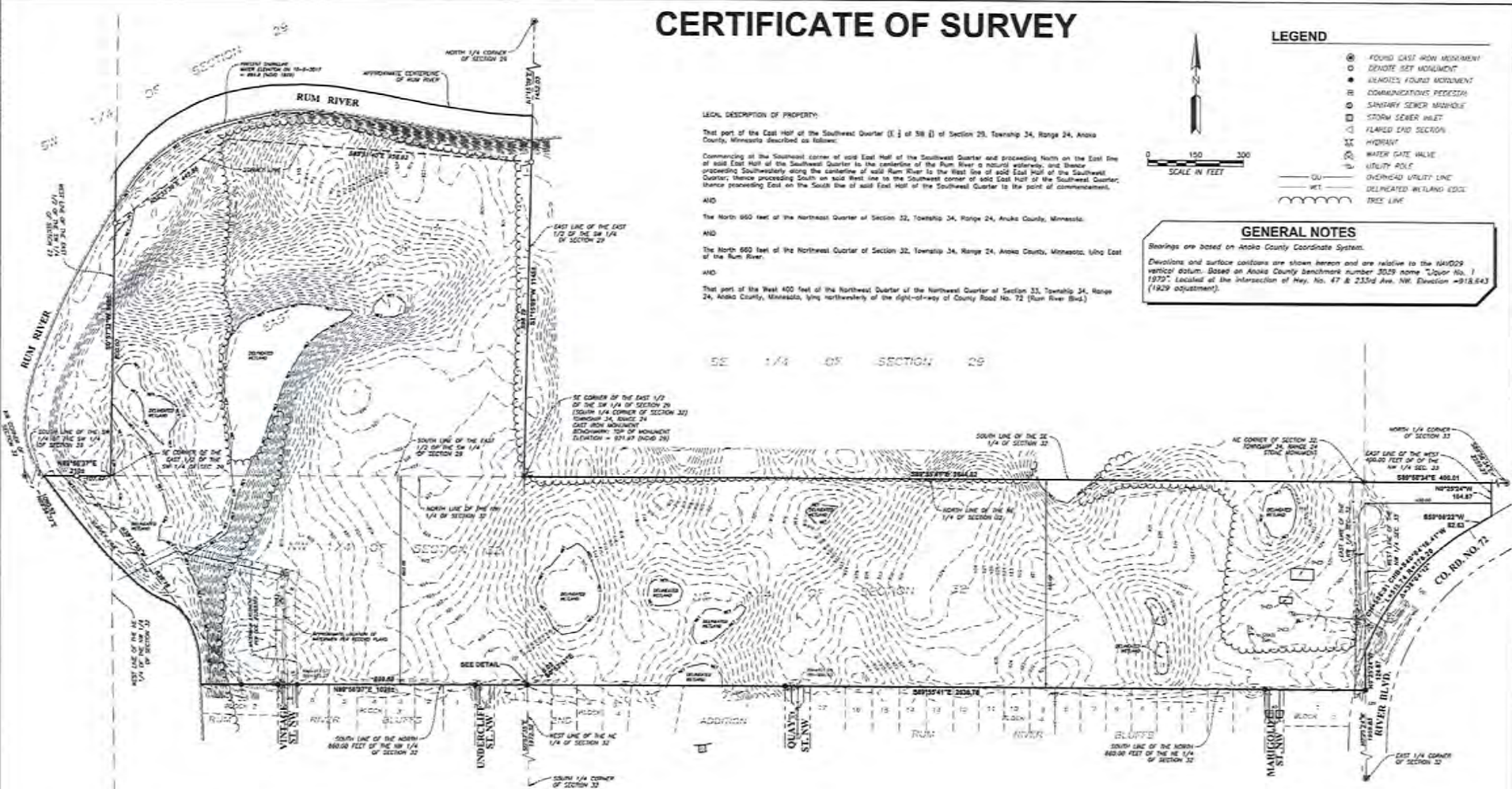
LEGEND

- ⊙ FOUND CAST IRON MONUMENT
- DENOTE SET MONUMENT
- ALIEN'S FOUND MONUMENT
- ⊞ COMMUNICATIONS PEDESTAL
- ⊞ SANITARY SEWER MANHOLE
- ⊞ STORM SEWER INLET
- ⊞ FLARED END SECTION
- ⊞ HYDRANT
- ⊞ WATER GATE VALVE
- ⊞ UTILITY POLE
- CU — OVERHEAD UTILITY LINE
- WT — DELINEATED WETLAND EDGE
- TL — TREE LINE

GENERAL NOTES

Bearings are based on Anoka County Coordinate System.

Deviations and surface conditions are shown hereon and are relative to the NAD83 vertical datum. Based on Anoka County benchmark number 3029 name "Upper No. 1 1929" located at the intersection of Hwy. No. 47 & 23rd Ave. NW. Elevation = 918.643 (1929 adjustment).



SURVYING NOTES:

1. This survey was based on a commitment for title insurance issued by Stewart Title Guaranty Company, file no. 564620, with an effective date of November 22, 2017.
2. Subject property is approx. 4,197,976 s.f. or 95.3 acres.
3. Field work was completed on 10/10/2017.
4. Wetlands delineated by Midwest Natural Resources Inc.

SURVYING CERTIFICATION:

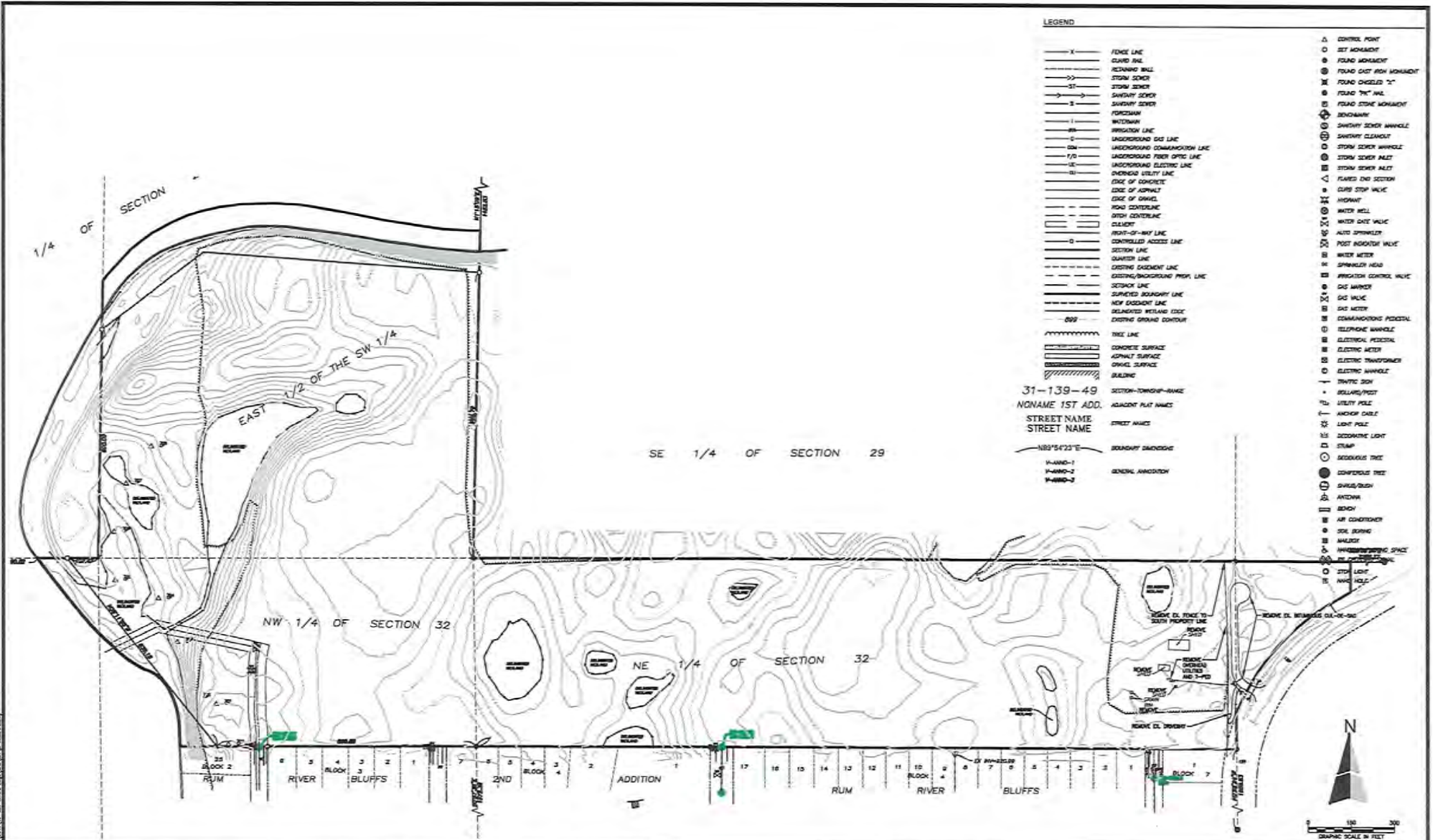
I hereby certify that this survey was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Cliff Willebring
Cliff Willebring, L.S. 43265

02/08/2018
Date

CLIENT NAME: Date Willebring	PROJECT TITLE: CERTIFICATE OF SURVEY
WENCK ASSOCIATES	
Responsive partner. Exceptional outcomes.	
1800 PICKER CREEK CENTER MAPLE PLAIN, MN 55369	7150-0001
763-478-4200 763-478-4242	2 OF 16

2nd, 3rd & 4th



- LEGEND**
- X — FENCE LINE
 - ROAD LINE
 - RETAINING WALL
 - STORM SEWER
 - SANITARY SEWER
 - FORDHAM
 - WATSON
 - BRIGGS LINE
 - UNDERGROUND GAS LINE
 - UNDERGROUND COMMUNICATION LINE
 - UNDERGROUND FIBER OPTIC LINE
 - UNDERGROUND ELECTRIC LINE
 - OVERHEAD SILTY LINE
 - EDGE OF CONCRETE
 - EDGE OF ASPHALT
 - EDGE OF GRAVEL
 - ROAD CENTERLINE
 - DITCH CENTERLINE
 - CLEARING
 - RIGHT-OF-WAY LINE
 - CONTROLLED ACCESS LINE
 - SECTION LINE
 - QUARTER LINE
 - EXISTING EASEMENT LINE
 - EXISTING UNDERGROUND PRESH. LINE
 - SETBACK LINE
 - SURVEYED BOUNDARY LINE
 - NEW BOUNDARY LINE
 - DELINEATED WETLAND EDGE
 - EXISTING GROUND CONTOUR
 - TREE LINE
 - CONCRETE SURFACE
 - ASPHALT SURFACE
 - GRAVEL SURFACE
 - BUILDING
 - SECTION-TOWNSHIP-RANGE
 - ADJACENT PLAT NAMES
 - STREET NAME
 - STREET ALIQUOT
 - BOUNDARY SHADINGS
 - N-100-1
 - N-100-2
 - N-100-3
 - CONTROL POINT
 - SET MONUMENT
 - FOUND MONUMENT
 - FOUND CAST IRON MONUMENT
 - FOUND CHISEL "T"
 - FOUND "T" NAIL
 - FOUND STONE MONUMENT
 - BENCHMARK
 - SANITARY SEWER MANHOLE
 - SANITARY CLEANOUT
 - STORM SEWER MANHOLE
 - STORM SEWER INLET
 - STORM SEWER RISE
 - FLARED END SECTION
 - CURB STOP WALK
 - MONUMENT
 - WATER WELL
 - WATER GATE VALVE
 - AUTO SPRINKLER
 - POST MONUMENT VALVE
 - WATER METER
 - SPRINKLER HEAD
 - IRRIGATION CONTROL VALVE
 - GAS MANHOLE
 - GAS VALVE
 - GAS METER
 - COMMUNICATIONS POSTAL
 - TELEPHONE MANHOLE
 - ELECTRIC POSTAL
 - ELECTRIC METER
 - ELECTRIC TRANSFORMER
 - ELECTRIC MANHOLE
 - TRAFFIC SIGN
 - BILLBOARD/POST
 - LIGHTY POLE
 - ARCHWAY GABLE
 - LIGHT POLE
 - DECORATIVE LIGHT
 - STUMP
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - SWALE/DRY
 - ARROYO
 - SANDY
 - AIR CONDITIONER
 - SOLE BRUSH
 - HAZARDOUS WASTE
 - HAZARDOUS WASTE SPACE
 - STOP LIGHT
 - WALK WALK

31-139-49
 NONAME 1ST ADD.
 STREET NAME
 STREET NAME

SE 1/4 OF SECTION 29

NW 1/4 OF SECTION 32

NE 1/4 OF SECTION 32

NO.	DATE	DESCRIPTION

CAMPION ENGINEERING SERVICES, INC.

• Civil Engineering • Land Planning

1850 Pioneer Creek Center,
 P.O. Box 245
 Maple Park, MN 55358
 Phone: 763-479-0172
 Fax: 763-479-4242
 E-Mail: info@campioneng.com

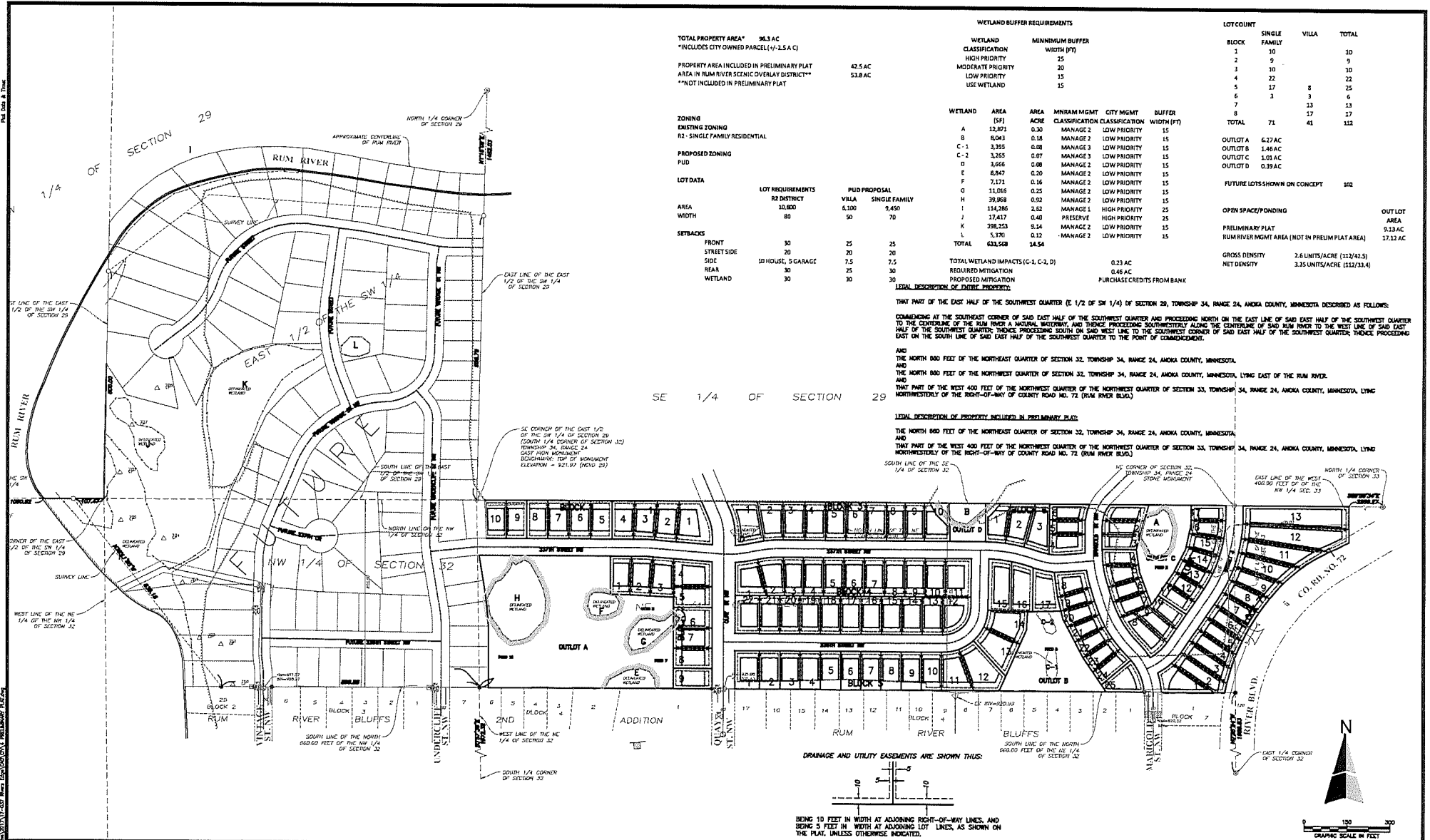
I hereby certify that the plan, specification or report has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Scott P. Campion - Lic. # 19901 Date:

**RIVERS EDGE
 LAKETOWN HOMES
 ST FRANCIS, MN**

REMOVAL PLAN	PROJECT NO: 17-037
SHEET NO. 3 OF 16 SHEETS	DATE: 02/28/2018

2018-02-28 10:00 AM 100% 100% 100% 100%



TOTAL PROPERTY AREA* 563.5 AC
 *INCLUDES CITY OWNED PARCELS (1/2-1.5 A.C.)
 PROPERTY AREA INCLUDED IN PRELIMINARY PLAT 42.5 AC
 AREA IN RUM RIVER SCENIC OVERLAY DISTRICT** 53.8 AC
 **NOT INCLUDED IN PRELIMINARY PLAT

WETLAND BUFFER REQUIREMENTS

WETLAND CLASSIFICATION	MINIMUM BUFFER WIDTH (FT)	AREA	MINIMUM BUFFER WIDTH (FT)
HIGH PRIORITY	25	15	15
MODERATE PRIORITY	20	10	10
LOW PRIORITY	15	22	15
USE WETLAND	15	15	15

LOT COUNT

BLOCK	SINGLE FAMILY	VILLA	TOTAL
1	10		10
2	9		9
3	10		10
4	22		22
5	17	8	25
6	3	3	6
7	13	13	26
8	17	17	34
TOTAL	71	41	112

ZONING
 EXISTING ZONING R2 - SINGLE FAMILY RESIDENTIAL
 PROPOSED ZONING PUD

LOT DATA	LOT REQUIREMENTS R2 DISTRICT	PUD PROPOSAL VILLA	PUD PROPOSAL SINGLE FAMILY
AREA	10,800	6,100	9,450
WIDTH	80	50	70

WETLAND	AREA	AREA	MINIMUM BUFFER WIDTH (FT)	CLASSIFICATION	CITY MGMT	MINIMUM BUFFER WIDTH (FT)
A	12,872	0.30	15	MANAGE 2	LOW PRIORITY	15
B	8,043	0.18	15	MANAGE 2	LOW PRIORITY	15
C-1	3,355	0.08	15	MANAGE 3	LOW PRIORITY	15
C-2	3,265	0.07	15	MANAGE 3	LOW PRIORITY	15
D	3,666	0.08	15	MANAGE 2	LOW PRIORITY	15
E	8,847	0.20	15	MANAGE 2	LOW PRIORITY	15
F	7,171	0.16	15	MANAGE 2	LOW PRIORITY	15
G	11,018	0.25	15	MANAGE 2	LOW PRIORITY	15
H	39,368	0.93	15	MANAGE 2	LOW PRIORITY	15
I	114,286	2.52	25	MANAGE 1	HIGH PRIORITY	25
J	17,417	0.40	25	PRESERVE	HIGH PRIORITY	25
K	398,223	8.54	15	MANAGE 2	LOW PRIORITY	15
L	5,170	0.12	15	MANAGE 2	LOW PRIORITY	15
TOTAL	633,508	14.54				

OUTLOT A 6.27 AC
 OUTLOT B 1.46 AC
 OUTLOT C 1.01 AC
 OUTLOT D 0.39 AC
 FUTURE LOTS SHOWN ON CONCEPT 102

OPEN SPACE/PONDING 9.13 AC
 PRELIMINARY PLAT RUM RIVER MGMT AREA (NOT IN PRELIM PLAT AREA) 17.12 AC

GROSS DENSITY 2.6 UNITS/ACRE (112/42.5)
 NET DENSITY 3.35 UNITS/ACRE (112/33.4)

TOTAL WETLAND IMPACTS (C-1, C-2, D) 0.23 AC
 REQUIRED MITIGATION 0.46 AC
 PURCHASE CREDITS FROM BANK

LEGAL DESCRIPTION OF INTEREST PROPOSED
 THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2 OF SW 1/4) OF SECTION 29, TOWNSHIP 34, RANGE 24, ANOKA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER AND PROCEEDING NORTH ON THE EAST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER TO THE CENTERLINE OF THE RUM RIVER A NATURAL WATERWAY, AND THENCE PROCEEDING SOUTHWESTERLY ALONG THE CENTERLINE OF SAID RUM RIVER TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE PROCEEDING SOUTH ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE PROCEEDING EAST ON THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER TO THE POINT OF COMMENCEMENT.

AND THE NORTH 800 FEET OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 34, RANGE 24, ANOKA COUNTY, MINNESOTA,
 AND THE NORTH 800 FEET OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 34, RANGE 24, ANOKA COUNTY, MINNESOTA, LYING EAST OF THE RUM RIVER,
 AND THAT PART OF THE WEST 400 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 34, RANGE 24, ANOKA COUNTY, MINNESOTA, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 72 (RUM RIVER BLUFFS).

LEGAL DESCRIPTION OF PROPERTY INCLUDED IN PRELIMINARY PLAT:
 THE NORTH 800 FEET OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 34, RANGE 24, ANOKA COUNTY, MINNESOTA,
 AND THAT PART OF THE WEST 400 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 34, RANGE 24, ANOKA COUNTY, MINNESOTA, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 72 (RUM RIVER BLUFFS).

NO.	DATE	DESCRIPTION

CAMPION ENGINEERING SERVICES, INC.

Civil Engineering • Land Planning
 1800 Pioneer Creek Center,
 P.O. Box 248
 Maple Falls, MN 55369
 Phone: 763-479-6172
 763-479-6846
 E-Mail: info@campioneng.com

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

RIVERS EDGE LAKETOWN HOMES
ST FRANCIS, MN

CONCEPT PLAN- ENTIRE PROPERTY	PROJECT NO: 17-037
SHEET NO. 4 OF 16 SHEETS	DATE: 02/28/2018

CALL 48 HOURS BEFORE DIGGING:
 DODGER STATE ONE CALL
 TWIN CITY AREA 851-454-0002
 MN TOLL FREE 1-800-252-1186

GRADING NOTES

1. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
2. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
3. THE CONTRACTOR MUST CONTACT ALL APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING DODGER STATE ONE CALL (1-800-252-1186).
4. THE CONTRACTOR SHALL MARK THE LOCATIONS OF EXISTING GATE VALVES AND MANHOLES WITH STEEL FENCE POSTS PRIOR TO BEGINNING GRADING.
5. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
7. THE CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES PROHIBITED OUTSIDE THE CONSTRUCTION BOUNDARIES INCLUDE, BUT ARE NOT LIMITED TO: STOCKPILING SOILS AND OTHER MATERIAL, STORING EQUIPMENT OR OTHER MACHINERY, DRIVING VEHICLES, LEAVING OR SPILLING OF ANY WASHOUT OR OTHER TOXIC MATERIALS.
8. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
9. PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A TEST ROLL WILL BE REQUIRED ON THE SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDUM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER AND AS SPECIFIED.
10. THE EXISTING TOPSOIL ON THIS SITE VARIES IN DEPTH. IT IS THE CONTRACTOR'S RESPONSIBILITY THAT ALL SURFACE VEGETATION AND ANY TOPSOIL OR OTHER LOOSE, SOFT OR OTHERWISE UNSUITABLE MATERIAL BE REMOVED FROM THE STREET, AND BUILDING PAD AREAS PRIOR TO PLACEMENT OF ANY EMBANKMENT IN ACCORDANCE WITH THE SOILS REPORT AND RECOMMENDATION OF THE SOILS ENGINEER.
11. EMBANKMENT MATERIAL NOT PLACED IN THE STREET OR BUILDING PAD AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT 2105.3F2 OR AS DIRECTED BY THE SOILS ENGINEER.
12. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. EMBANKMENT MATERIAL PLACED IN THE STREET SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MN/DOT 2105.3F7. EMBANKMENT MATERIAL PLACED IN THE BUILDING PAD AREA SHALL BE COMPACTED IN ACCORDANCE WITH THE SOILS REPORT.
13. TOLERANCES:
 - a. THE STREET SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 - b. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.20 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED BY THE ENGINEER.
 - c. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/8 INCH OF THE SPECIFIED THICKNESS.
14. ALL DISTURBED UNSURFACED AREAS ARE TO IMMEDIATELY RECEIVE FOUR INCHES OF TOPSOIL, SEED AND MULCH AND BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
15. SPOT ELEVATIONS SHOWN INDICATE FINISHED GRADE ELEVATION UNLESS OTHERWISE NOTED.
16. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.

CAUTION NOTES:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.

THE CONTRACTOR MUST CONTACT ALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING DODGER STATE ONE CALL AT 800-252-1186 OR 851-454-0002.

EROSION/SILTATION CONTROL

1. ALL EROSION CONTROL AND SILTATION CONTROL WILL COMPLY WITH MINNESOTA'S BEST MANAGEMENT PRACTICES MANUAL AND REGULATIONS OF THE CITY.
2. THE CONTRACTOR SHALL BE FAMILIAR WITH AND FOLLOW ALL REQUIREMENTS OF THE MPCA NPDES PHASE II PERMIT FOR CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO: WEEKLY EROSION CONTROL, INSPECTIONS, INSPECTION AFTER 0.5" RAINFALL OR MORE AND DOCUMENTATION OF ALL CORRECTIVE MEASURES. BY BEGINNING CONSTRUCTION, THE CONTRACTOR ACKNOWLEDGES THE TERMS OF THIS PERMIT AND AGREES TO ABIDE BY THEM.
3. THE CONTRACTOR SHALL PERFORM ANY CORRECTIVE MEASURES ORDERED BY THE CITY OR THE MPCA WITHIN 24 HOURS OF NOTIFICATION. ALSO, ADDITIONAL EROSION CONTROL MEASURES DEEMED NECESSARY BY EITHER THE CITY OR THE MPCA SHALL BE INSTALLED WITHIN 24 HOURS OF NOTIFICATION.
4. ANY DEPOSITING OF SILT OR MUD ON NEW OR EXISTING PAVEMENT, IN TEMPORARY SEDIMENTATION BASINS, OR IN EXISTING STORM SEWERS OR SHALLS SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED. REMOVAL FROM EXISTING PAVEMENTS SHALL BE ACCOMPLISHED BY SWEEPING.
5. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION INCLUDING BUT NOT LIMITED TO ROCK ENTRANCES AND/OR SILT FENCES. CONTROL SHALL COMBINE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL DESIGN AND IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY, AT HIS/HER OPTION DIRECT THE CONTRACTOR IN HIS/HER METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS.
6. ANY DEPOSITING OF SILT IN SHALLS OR EXISTING STORM SEWER SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED TO THE SATISFACTION OF THE OWNER. ALL AT THE EXPENSE OF THE CONTRACTOR. THE SILT FENCES SHALL BE REMOVED AND THE SILT REMOVED FROM THE PONDING AREAS BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH AND THE MONITORING REQUIREMENTS OF THE MPCA PERMIT.
8. ALL DISTURBED AREAS, EXCEPT ROADWAYS, BUILDING AREAS, AND SIDEWALKS, SHALL BE RESTORED WITH A MINIMUM 4 INCHES TOPSOIL, SEEDING AND MULCHED (TYPE I). SEEDING SHALL BE IN ACCORDANCE WITH MNDOT SPECIFICATION 2375. SEED MIX 22-111 @ 40 LBS/ACRE (OR APPROVED EQUAL). THE FILTRATION BASIN SHALL BE SEEDED WITH SEED MIX 35-241. DORMANT SEEDING AREAS SHALL BE SEEDED AND MULCHED IN ACCORDANCE WITH MNDOT SPECIFICATIONS. STRAW MULCHING QUANTITY SHALL BE TWO TONS PER ACRE. FERTILIZER (10-10-20) SHALL BE APPLIED AT A RATE OF 200 POUNDS PER ACRE (CAN BE OMITTED IN LANDSCAPED AREAS IF LANDSCAPING SEEDING IS DONE CONCURRENTLY). MNDOT SEED MIX 21-113 APPLIED AT A RATE OF 110 LBS/ACRE SHALL BE USED FOR TEMPORARY SEEDING IF NEEDED.
9. CONSTRUCTION SHALL PROCEED IN THE FOLLOWING SEQUENCE:
 - a. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY.
 - b. INSTALL EROSION CONTROL MEASURES AND ROCK CONSTRUCTION ENTRANCE.
 - c. CONTACT CITY FOR APPROVAL OF EROSION CONTROL INSTALLATION.
 - d. MAINTAIN EROSION MEASURE, I.E. SILT FENCE, ROCK CONSTRUCTION ENTRANCE.
 - e. MAINTAIN ALL SEDIMENTATION PONDS, COMPLETE SITE GRADING TOLERANCING.
 - f. INSTALL SEED AND MULCH ON AREAS THAT ARE NOT TO BE HARD SURFACES.
10. SLOPE PROTECTION AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH SECTION 02370 SLOPE PROTECTION, EROSION CONTROL AND STORM WATER POLLUTION PREVENTION PLAN OF THE PROJECT MANUAL.
11. ALL STORM SEWER INLETS AND PLACED END SECTIONS SHALL BE ADEQUATELY PROTECTED BEFORE AND AFTER PAVEMENT CONSTRUCTION UNTIL ALL DISTURBED AREAS ARE STABILIZED. CONTRACTOR SHALL PLACE MESH FABRIC AND GRAVEL OVER ALL CATCH BASIN GRATE INLETS UNTIL PAVING SURFACES ARE PAVED AND THE LANDSCAPING IS COMPLETED.
12. STOCKPILE AREAS WHICH REMAIN ON THE SITE FOR MORE THAN SEVEN DAYS SHALL BE SEED, MULCHED, AND SURROUNDED BY SILT FENCE.
13. DIO LOSS SHALL BE INSTALLED AT PIPE INLETS AND OUTLETS UNTIL REPAIR IS INSTALLED. PERMANENT ENERGY DISSIPATORS SHALL BE INSTALLED WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.
14. EROSION AND SEDIMENT CONTROL PRACTICES MUST REMAIN IN PLACE UNTIL THE SITE SOILS HAVE BEEN PERMANENTLY STABILIZED AND SHALL BE REMOVED WITHIN 30 DAYS THEREAFTER.
15. ALL STOCKPILES OF SOIL OR OTHER MATERIALS SUBJECT TO EROSION BY WIND OR WATER SHALL BE COVERED, VEGETATED, ENCLOSED, FENCED ON THE DOWN GRADIENT SIDE OR OTHERWISE EFFECTIVELY PROTECTED FROM EROSION IN ACCORDANCE WITH THE AMOUNT OF TIME THE MATERIAL WILL BE ON SITE AND THE MANNER OF ITS PROPOSED USE.
16. LOCATION OF CONCRETE WASHOUT AND HAZARDOUS MATERIALS STORAGE SHALL BE DETERMINED PRIOR TO START OF CONSTRUCTION. THE SWPPP WILL BE UPDATED AND LOCATIONS ADDED AT THAT TIME.
17. TEMPORARY OR PERMANENT STABILIZATION SHALL BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION AND SHALL BE COMPLETED NOT LATER THAN SEVEN DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. INITIATED IMMEDIATELY MEANS TAKING AN ACTION TO COMMENCE STABILIZATION AS SOON AS PRACTICABLE, BUT NO LATER THAN THE END OF THE WORK DAY WHEN THE DIRT-DISTURBING ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. INITIATED STABILIZATION IS DEFINED AS COMPLETING ONE (OR MORE) OF THE FOLLOWING: SOIL PREPARATION FOR VEGETATION, MULCHING (OR OTHER NON-VEGETATIVE BMP), SEEDING/PLANTING, OR SCHEDULING STABILIZATION MEASURES TO BE FULLY INSTALLED AND COMPLETED WITHIN THE 7 DAY TIMEFRAME.
18. THE CONTRACTOR SHALL PROVIDE AND INSTALL A SWPPP MANUAL (INCIDENTAL).


EROSION CONTROL BLANKET REQUIREMENTS

1. TEMPORARY EROSION BLANKET SHALL BE BIODEGRADABLE COULBAC-NET STRAW (NORTH AMERICAN GREEN S130 OR APPROVED EQUAL) AND EROSION MATS SHALL HAVE A MINIMUM FUNCTIONAL LONGEVITY OF 10 MONTHS.
2. EROSION BLANKET PLACED ON SLOPES 3:1 OR GREATER SHALL BE ROLLED DOWN SLOPE AND WITH 4" MINIMUM LAP AND STAPLED AT 1' O.C.
3. CONSTRUCT A 6"x12" ANCHOR TRENCH 3' BEYOND CREST AND TOE OF SLOPE. STAPLE EROSION BLANKET IN TRENCH AT 1' O.C.

Riv Edg & Titm

C:\Users\mccoy\Documents\2017\17-037 Rivers Edge\DWG\17-037 Grading & SWPPP.dwg

NO.	DATE	DESCRIPTION	REVISIONS

 **CAMPION ENGINEERING SERVICES, INC.**

• Civil Engineering • Land Planning
 1800 Pioneer Creek Center,
 P.O. Box 246
 Maple Plain, MN 55359
 Phone: 763-478-0192
 Fax: 763-478-6242
 E-Mail: mcampion@campioneng.com

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

**RIVERS EDGE
 LAKETOWN HOMES
 ST FRANCIS, MN**

GRADING & SWPPP NOTES	PROJECT NO: 17-037
SHEET NO. 16 OF 16 SHEETS	DATE: 02/28/2018



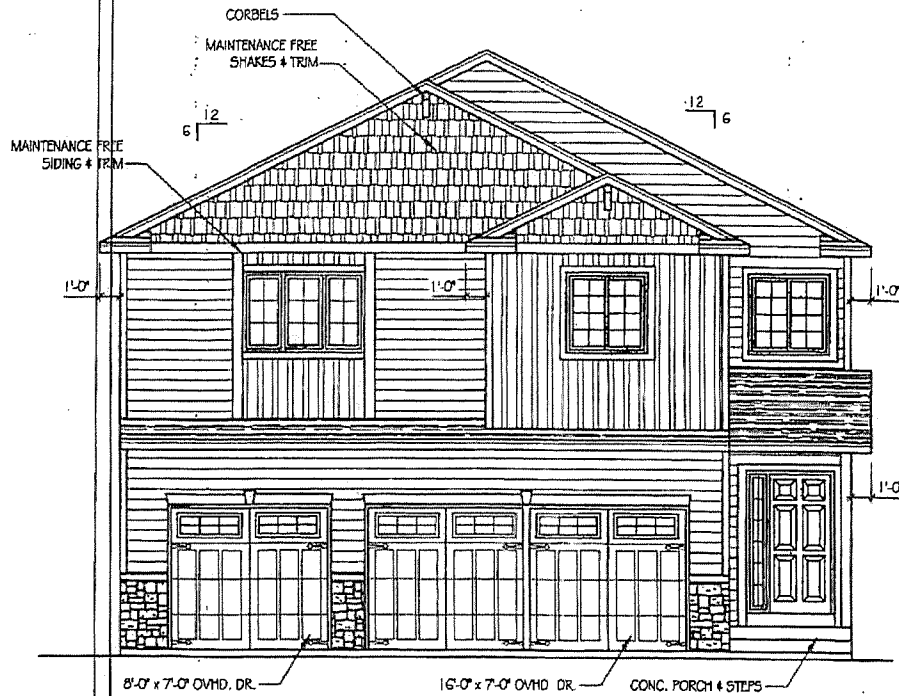










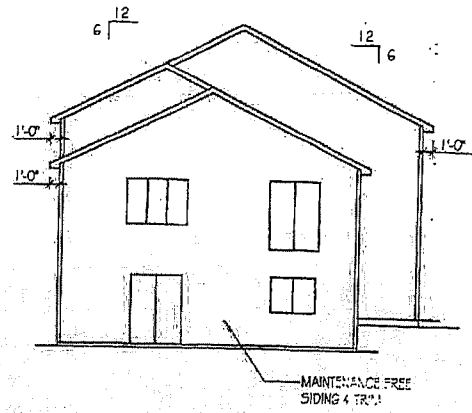


FRONT ELEVATION

DISCLAIMER
 IN PREPARATION OF THIS PLAN EVERY ATTEMPT HAS BEEN MADE TO AVOID MISTAKES. DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR THE SAME. THESE DESIGNS, CONCEPTS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND AS SUCH REMAIN THE EXCLUSIVE PROPERTY OF COUNTRY LUMBER AND ARE NOT TO BE COPIED WITHOUT THE WRITTEN CONSENT OF COUNTRY LUMBER.

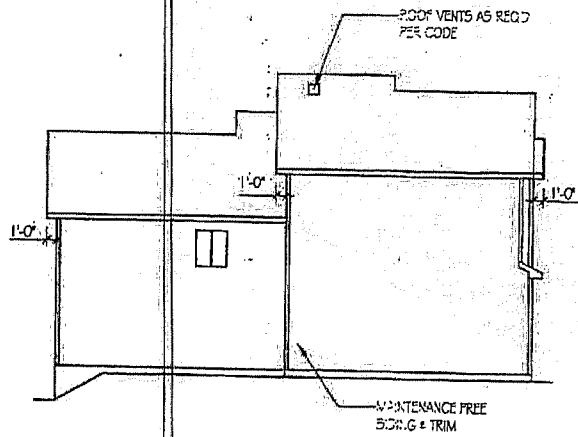
<p>DESIGN FOR: PROGRESSIVE BUILDERS LOT 15 B3 <i>Donna Marie Tice</i></p>	<p>DESIGN CENTER 12078 OAK VIEW AVE. BECKLEY, WV 26038 PHONE: (703) 262-4750 FAX: (703) 262-4445 1-800-244-6268</p>	<p>P: _____ R: _____ F: 03/15/16</p>
	<p>COUNTRY LUMBER</p>	<p>DRAWN BY: RK CJP2016.132</p>

1/4" = 1'-0"



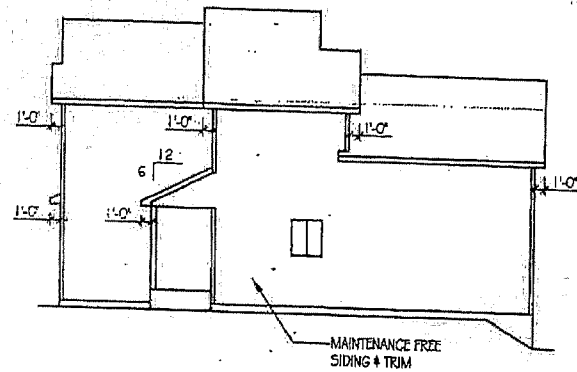
REAR ELEVATION

1/8" = 1'-0"



LEFT ELEVATION

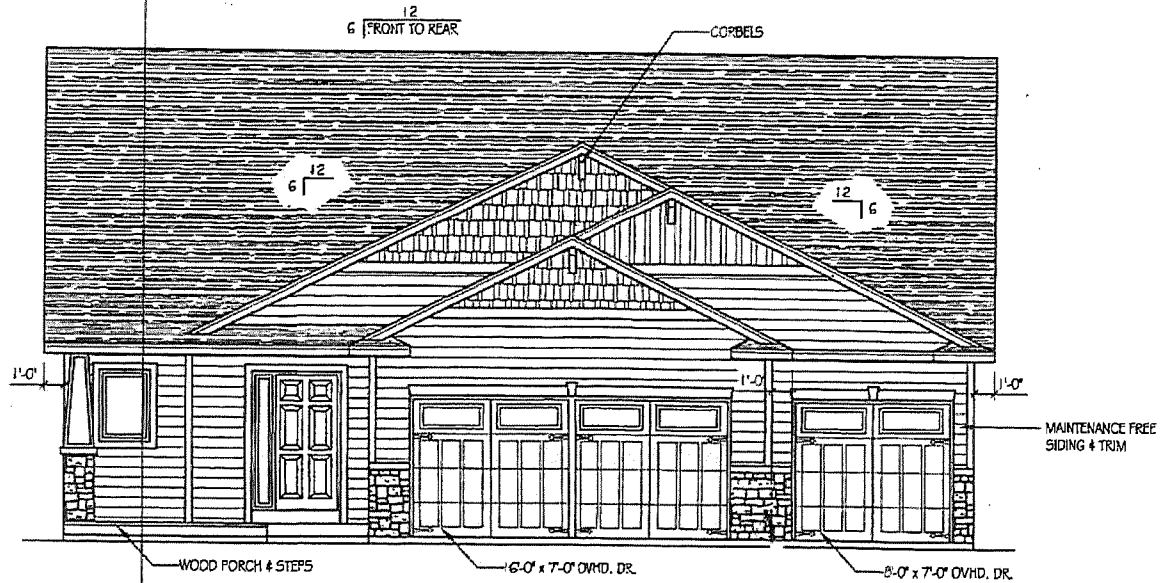
1/8" = 1'-0"



RIGHT ELEVATION

1/8" = 1'-0"

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DISCLAIMER
 IN PREPARATION OF THIS PLAN EVERY ATTEMPT HAS BEEN MADE TO AVOID MISTAKES. DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR THE SAME. THESE DESIGNS, CONCEPTS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND AS SUCH REMAIN THE EXCLUSIVE PROPERTY OF COUNTRY LUMBER AND ARE NOT TO BE COPIED WITHOUT THE WRITTEN CONSENT OF COUNTRY LUMBER.

FRONT ELEVATION

1/4" = 1'-0"

P: R: F: 04/25/17

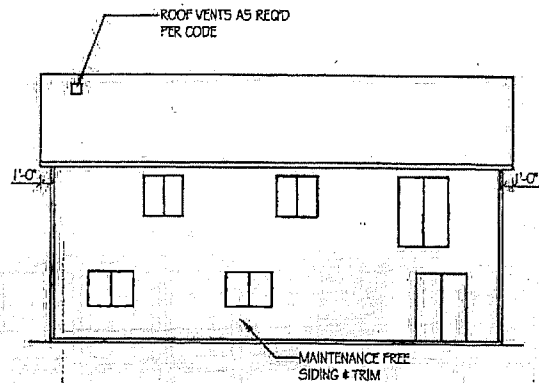
DRAWN BY: RK
 CLE2017.097

DESIGN FOR:
 PROGRESSIVE BUILDERS
 LOT 3 BLOCK 2 NORLAND PARK 2ND

DESIGN CENTER
 12573 OAKVIEW AVE. BECKER, MN. 55309
 PHONE: (763) 263-4760
 FAX: (763) 263-4745
 1-800-247-0285

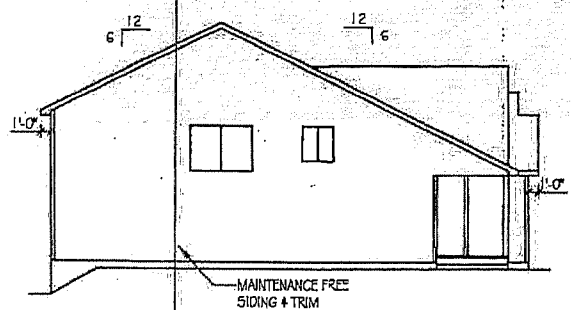
COUNTRY LUMBER
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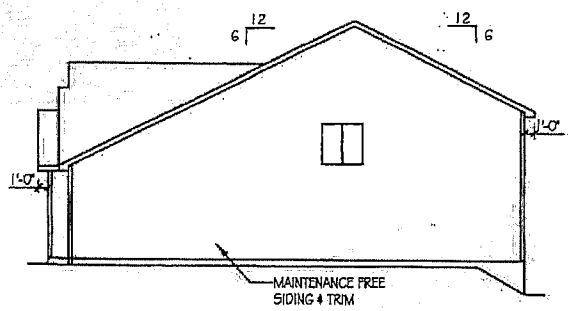
REAR ELEVATION

1/8" = 1'-0"



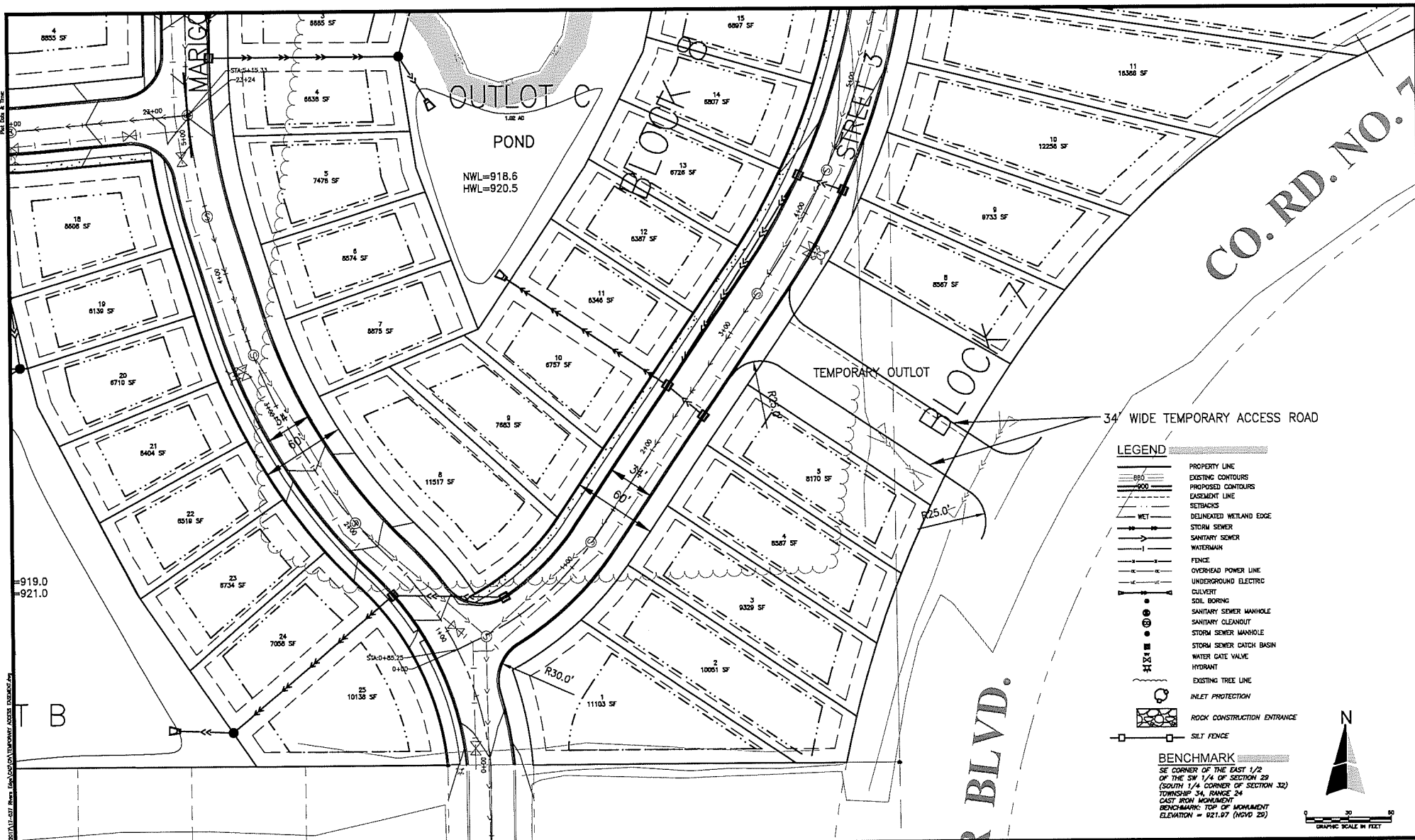
LEFT ELEVATION

1/8" = 1'-0"



RIGHT ELEVATION

1/8" = 1'-0"



- LEGEND**
- PROPERTY LINE
 - - - EXISTING CONTOURS
 - - - PROPOSED CONTOURS
 - - - EASEMENT LINE
 - - - SETBACKS
 - - - WET
 - - - DELINEATED WETLAND EDGE
 - - - STORM SEWER
 - - - SANITARY SEWER
 - - - WATERMARK
 - - - FENCE
 - - - OVERHEAD POWER LINE
 - - - UNDERGROUND ELECTRIC
 - - - CULVERT
 - - - SOIL BORING
 - - - SANITARY SEWER MANHOLE
 - - - SANITARY CLEANOUT
 - - - STORM SEWER MANHOLE
 - - - STORM SEWER CATCH BASIN
 - - - WATER GATE VALVE
 - - - HYDRANT
 - - - EXISTING TREE LINE
 - - - INLET PROTECTION
 - - - ROCK CONSTRUCTION ENTRANCE
 - - - SILT FENCE
- BENCHMARK**
- SE CORNER OF THE EAST 1/2
 OF THE SW 1/4 OF SECTION 29
 (SOUTH 1/4 CORNER OF SECTION 32)
 TOWNSHIP 34, RANGE 24
 EAST IRON MONUMENT
 BENCHMARK: TOP OF MONUMENT
 ELEVATION = 921.97 (NGVD 29)
- 0 30 60
 GRAPHIC SCALE IN FEET

NO.	DATE	DESCRIPTION

CAMPION ENGINEERING SERVICES, INC.

• Civil Engineering • Land Planning
 1800 Pioneer Creek Center,
 P.O. Box 249
 Maple Park, MN 55369
 Phone: 763-479-3172
 Fax: 763-479-4242
 E-Mail: moamp@compuserve.com

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

**RIVERS EDGE
 LAKETOWN HOMES
 ST FRANCIS, MN**

TEMPORARY ACCESS EXHIBIT

PROJECT NO:
 17-037

SHEET NO. 1 OF 1 SHEETS

DATE:
 02/28/2018



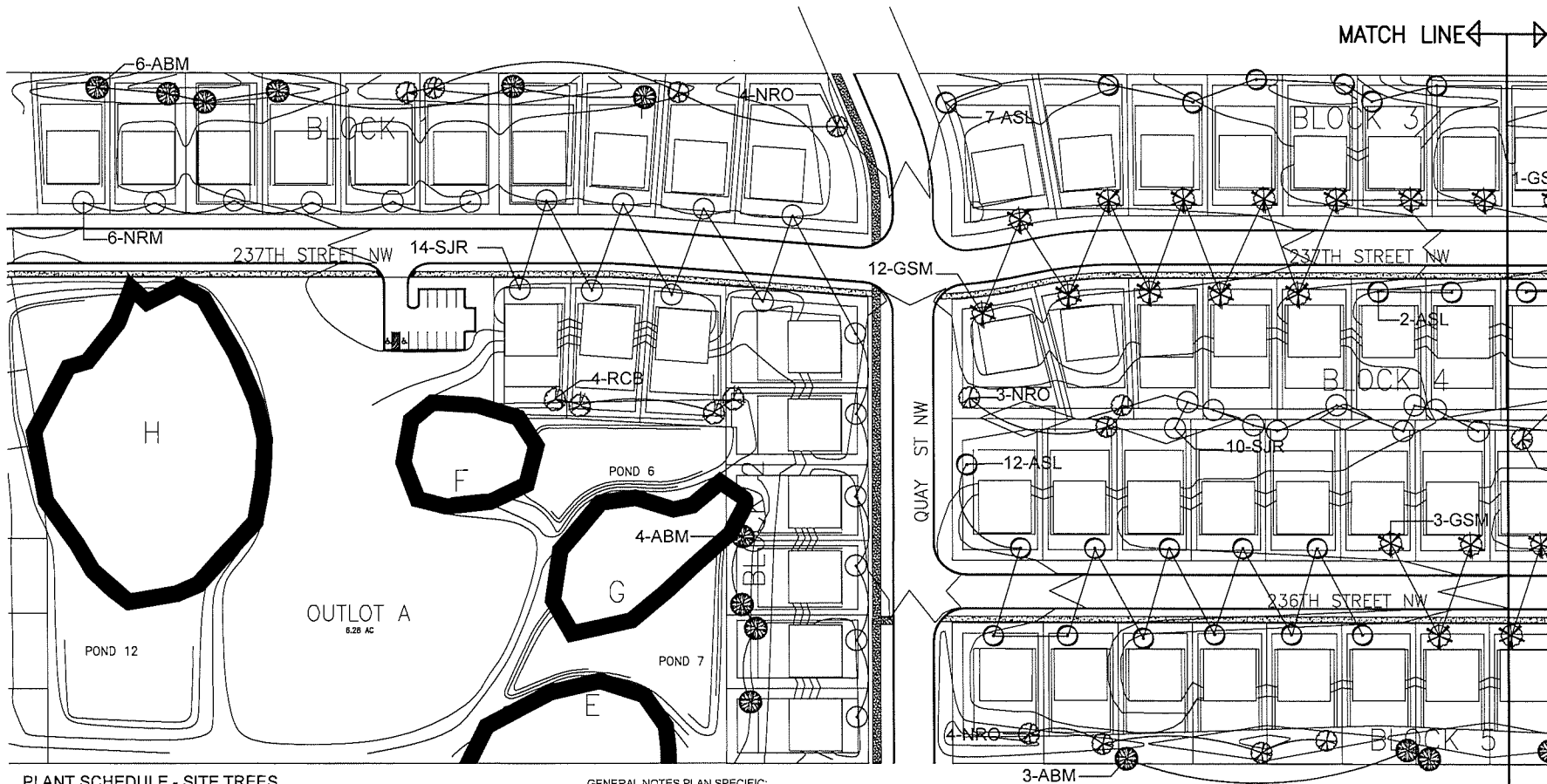
- Survey Area (90 ac.)
- Pin Flag/Sample Point Location
- Wetland Line (MNR)
- Transect
- 2' Contour (State LiDAR)
- Roads (Anoka County)

0 200 400 800
 Feet

Delineated Wetlands Map
River's Edge
St. Francis, MN

Source: 2016 color 7-county

Figure 5



PLANT SCHEDULE - SITE TREES

KEY	QTY	COMMON/BOTANICAL NAME	SIZE	ROOT	REMARKS
OVERSTORY TREES					
ABM	37	MAPLE, AUTUMN GLAZE / <i>Acer fraxinifolius</i> 'Jefferson'	2"	BB	
ASL	28	LINDEN, AMERICAN SENTINEL / <i>Tilia americana</i> 'MockSentry'	2"	BB	
GSM	40	MAPLE, GREEN MT. SUGAR / <i>Acer spicatum</i> 'Green Mountain'	2"	9B	
MSO	12	OAK, MAJESTIC SKIES / <i>Quercus nigra</i> 'Bellefleur'	2"	BB	
NRM	17	MAPLE, NORTHWOOD / <i>Acer rubrum</i> 'Northwood'	2"	BB	
NRO	27	OAK, NORTHERN RED / <i>Quercus rubra</i>	2"	BB	
SJR	40	MAPLE, SCARLET JEWEL SUGAR / <i>Acer rubrum</i> 'Baltrock'	2"	BB	
RCB	23	BIRCH, RIVER / <i>Betula nigra</i>	10"	BB	CLUMP FORM

CITY LANDSCAPE RESIDENTIAL LOT REQUIREMENTS:

NUMBER OF TREES REQUIRED: 2 DECIDUOUS TREES PER LOT 2" CALIPER
 NUMBER OF TREES REQUIRED: 112 LOTS @ 2 TREES PER LOT 224 TREES
 NUMBER OF TREES PROVIDED: 112 LOTS @ 2 TREES PER LOT 224 TREES
 (SEE PLANT SCHEDULE FOR SPECIES)

GENERAL NOTES PLAN SPECIFIC:

- All plantings shall be true to name and size in accordance with American Nurseryman's Standards.
- Planting soil to be a 1-1-1 mixture with 1 part peat, 1 part soil, and 1 part sand and installed as per detail drawings.
- All plantings shall be guaranteed for one year (365 days) from date of acceptance. Landscape Contractor shall replace any dead or damaged plants at no additional cost to Owner during the guarantee period. Landscape Contractor shall make monthly site maintenance inspections and notify owner of maintenance deficiencies.
- All trees shall be staked and wrapped as shown in details.
- Sod shall be cultured Kentucky bluegrass, free of weeds and clumps. Landscape Contractor will water at time of installation and roll all sod as needed to assure a smooth turf. All slopes greater than 3 to 1 shall be staked. Any sliding of sod shall be replaced by Landscape Contractor at no cost to the owner. Seeded areas shall be seeded with MNDOT 260 at a rate of 100 pounds per acre. All seeded areas shall have MNDOT type 1.
- All trees shall receive a 4" layer of shredded bark mulch free of leaves, twigs, and other extraneous debris. Do not place mulch around the trunk of the tree.
- Landscape Contractor shall be responsible for locating all utilities by actual location in the field prior to any planting operation.

Preliminary Landscape Plan NORTH



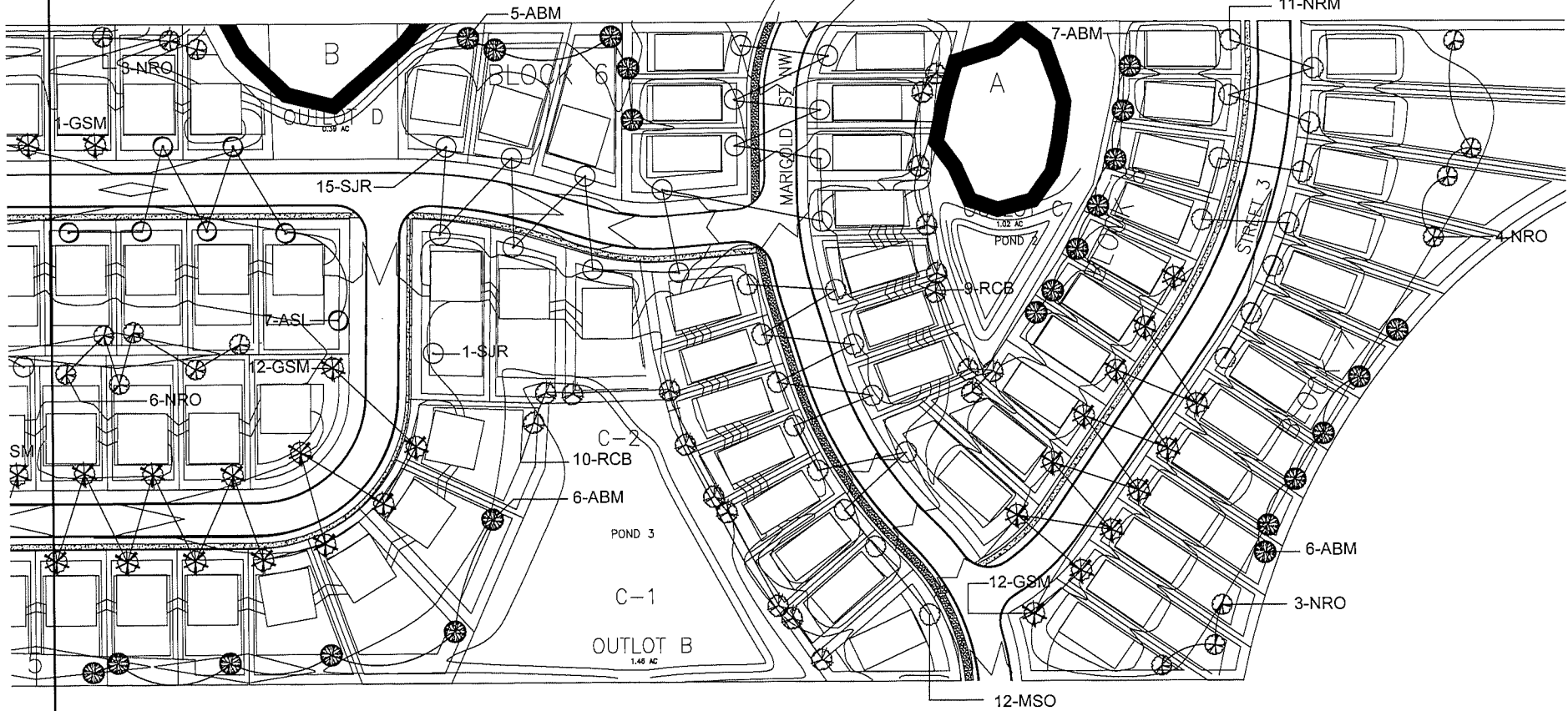
MARKLILL - LANDSCAPE DESIGN GROUP
 493 PARK DRIVE, ANN ARBOR, MI 48105
 TEL: 734.769.2000
 E: marklill@marklill.com

PROJECT MANAGER
RIVERS EDGE LAKETOWN HOMES
 235TH LN NW AND RUM RIVER BLVD. NW
 ST. FRANCIS, MN

CAMPION ENGINEERING SERVICES, INC.
 PROJECT ENGINEER
 MAPLE PARK, MN 55359
 PHONE: (763) 479-5172

DATE: 12/15/2019

MATCH LINE



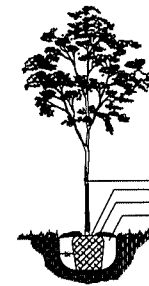
MATCH LINE

PLANT SCHEDULE - SITE TREES

KEY	QTY	COMMON/BOTANICAL NAME	SIZE	ROOT	REMARKS
OVERSTORY TREES					
ABM	37	MAPLE, AUTUMN BLAZE / <i>Acer freemanii</i> 'Jefferson'	2"	BB	
ASL	28	LINDEN, AMERICAN SENTRY / <i>Tilia americana</i> 'McKenzie'	2"	BB	
GSM	40	MAPLE, GREEN MT. SUGAR / <i>Acer spicatum</i> 'Green Mountain'	2"	BB	
MSO	12	OAK, MAJESTIC SKIES / <i>Quercus ellipsoidalis</i> 'Ballblow'	2"	BB	
NRM	17	MAPLE, NORTHWOOD / <i>Acer rubrum</i> 'Northwood'	2"	BB	
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NUMBER OF TREES REQUIRED: 2 DECIDUOUS TREES PER LOT 2" CALIPER
 NUMBER OF TREES REQUIRED: 112 LOTS @ 2 TREES PER LOT 224 TREES



APPROVED TREE PROTECTION INSTALLED FALL.
 DO NOT BURY ROOT COLLAR.
 HOOD MILD OR AS SPECIFIED INSTALL 4" DEPTH BACKFILL WITH PLANTING SOIL.
 *NOTE: TREES TO BE STAKE AS DEEMED NECESSARY BY LC.

SHADE TREE PLANTING DETAIL

Preliminary Landscape Plan



MARKKILL - LABELLE DESIGN GROUP
 437 FAKESD DR, MINN 55122
 TEL: 612-825-2174
 E: mark@markkill.com

PROJECT NO: 15-0001
 DATE: 04/20/15

RIVERS EDGE
 LAKETOWN HOMES
 235TH LN NW AND RUM RIVER BLVD. NW
 ST. FRANCIS, MN

CAMPBELL ENGINEERS & ARCHITECTS, INC.
 1000 W. WASHINGTON ST. SUITE 100
 MAPLE PLAZA, MN 55359
 PHONE: (763) 479-5172

DATE:	04/20/15
DESIGNED BY:	EA
DRAWN BY:	EA
CHECKED BY:	EA
DATE:	04/20/15

L-2 OF 2

City of St Francis City Council Agenda Item
Executive Summary

Title of Item: **VARIANCES.** A request from TH Construction of Anoka Inc. seeking side yard setback variances to allow all proposed units on Lots 24 through 35, Block 5, in Stone House Ridge 2nd Addition, to look uniform in appearance. The lot layouts resulting from the curvature of the road in this area dictates that continuing the same style of home within the neighborhood will result in side yard encroachments on some of these lots.

Meeting Date: **04-02-18**

Staff Reporting: **Ben Gozola, City Planner**

Summary: The applicant is seeking side yard setback variances to allow all proposed units on Lots 24 through 35, Block 5, in Stone House Ridge 2nd Addition to look uniform in terms of appearance and spacing. Following approval of Stone House Ridge 2nd Addition, the original lot layouts were ultimately determined to be non-conducive to hosting modern style twin homes, and the City expressed willingness to review side yard setback variances when needed rather than requiring re-platting of the lots. A similar variance was approved across the street in 2005, and market conditions are finally such that the remaining lots can now be built out. The developer believes the new housing footprint is critical to the success of this final phase of build out.

Recommendations:

- **Both staff and the Planning Commission (on a vote of 4 to 2) recommend approval of the requested variances.**
- **Template motions, suggested findings of fact, and recommended conditions are listed on page 8.**

List of Attachments:

- A) *Staff Report*
- B) *Applicant's submittals*
- C) *City Council Resolution*

City of St. Francis Planning Department
CUP Report

To: **City Council**

From: Ben Gozola, City Planner

Meeting Date: **4-2-18**

Applicant: **T.H. Construction of Anoka Inc.**

Property Owner: (same)

Location: **Lots 24 through 35, Block 5, in Stone House Ridge 2nd Addition**

Zoning: **PUD (R2 Underlying zoning)**

Introductory Information

Proposed Project: The applicant is seeking side yard setback variances to allow all proposed units on Lots 24 through 35, Block 5, in Stone House Ridge 2nd Addition to look uniform in terms of appearance and spacing.

History: Following approval of Stone House Ridge 2nd Addition, the original lot layouts were ultimately determined to be non-conducive to hosting modern style twinhomes, and the City expressed willingness to review side yard setback variances when needed rather than requiring re-platting of the lots (the thought being that the PUD concept allows for flexibility in setback requirements, and road curvatures in this area created skinny lots which couldn't accommodate market-driven home styles).

Staff surmises that the Great Recession likely ended construction of twinhomes in this neighborhood shortly following approval of the 2005 variance, and market conditions have finally swung (12 years later) such that building new units is economically feasible again. Unfortunately, the market is ever-changing and today's home buyers & builders are seeking different amenities within this housing segment which require changes to the proposed building footprint. Examining aerials of this development, it appears this would be the 3rd twinhome style to be introduced in this development.

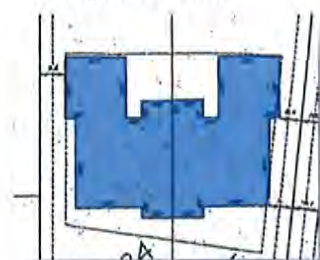
≈ **Earliest Units**



≈ **Next Units**



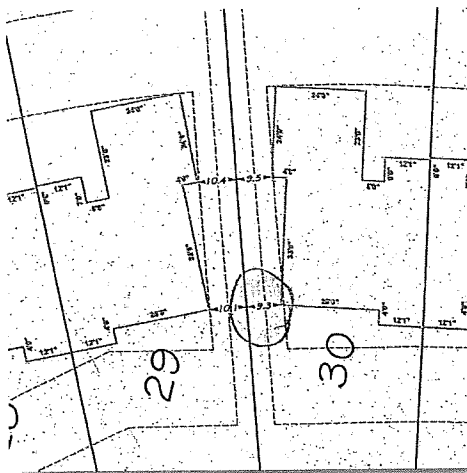
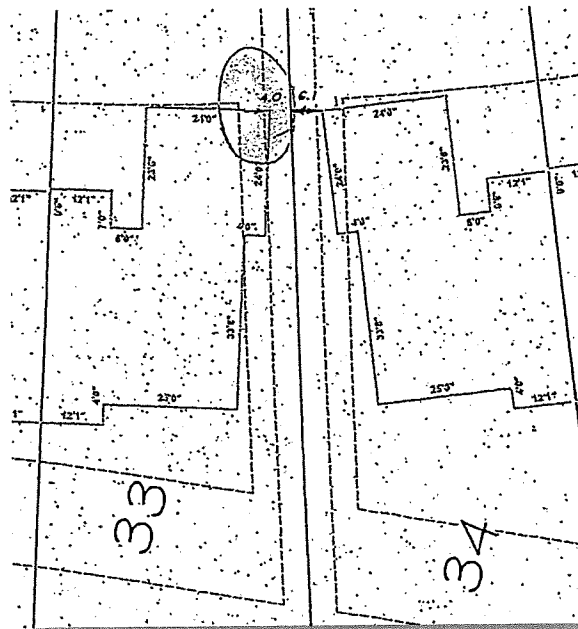
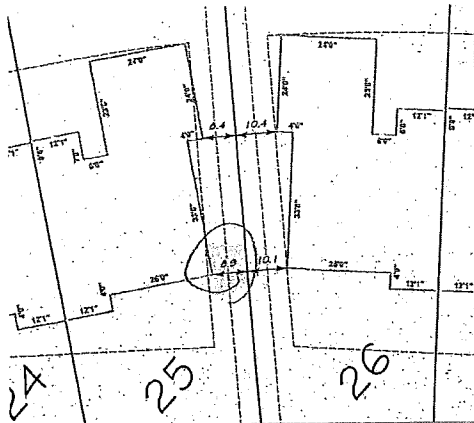
Proposed Units



Variance Request(s):

The submitted application requests the following variances:

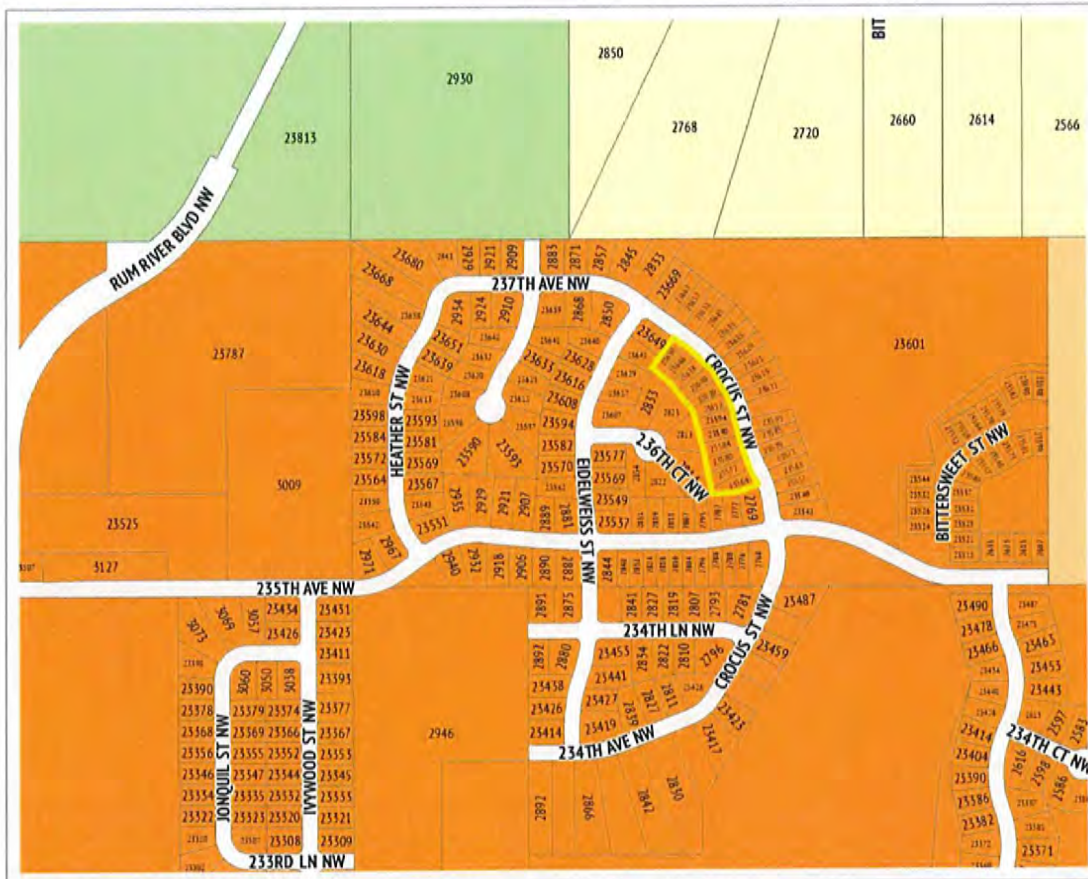
1. A 1.1 foot side yard setback variance from the required 10 foot side yard setback for Lot 25. The requested variance would place the adjacent homes 19.0 feet apart as opposed to 20.0 feet apart.
2. A 0.7 foot side yard setback variance from the required 10 foot side yard setback for Lot 30. The requested variance would place the two homes 19.4 feet apart as opposed to 20.0 feet apart.
3. A 6.0 foot side yard setback variance from the required 10 foot side yard setback for Lot 33. The requested variance would place the two homes 10.1 feet apart as opposed to 20.0 feet apart.
4. A 3.9 foot side yard setback variance from the required 10 foot side yard setback for Lot 34. The requested variance would place the two homes 10.1 feet apart as opposed to 20.0 feet apart.



Findings

Site Data:

- Existing Uses – vacant duplex home sites
- Existing Zoning – PUD (R-2 Underlying Zoning)
- Property Identification Numbers (PIDs): 33-34-24-21-0126, 33-34-24-12-0117, 33-34-24-12-0120, and 33-34-24-12-0121



**Lots 24 through 35, Block 5,
 Stone House Ridge 2nd Addition**



Location within the City of St Francis



SITE IDENTIFICATION MAP



Comp Plan Guidance: ▪ The comprehensive plan guides this portion of the community for medium density residential.

Application Review:

Applicable Code Definitions:

DWELLING, TWO-FAMILY: A structure designed exclusively for occupancy by two (2) families living independently of each other.

- **Twinhome:** A two-family dwelling with two (2) units side-by-side.

PLANNED UNIT DEVELOPMENT: A development procedure whereby a mixing of buildings and uses can occur which cannot be otherwise addressed under this Ordinance, and/or whereby internal site design standard deviations from this Ordinance may be allowed to improve site design and operation.

SETBACK: The minimum horizontal distance between a structure and lot line, ordinary high-water mark, or right-of-way easement. Distances are to be measured from the most outwardly extended portion of the structure at ground level, except as provided hereinafter.

VARIANCE: A modification of or variation from the provisions of this Ordinance consistent with the State enabling statute for municipalities, as applied to a specific property and granted pursuant to the standards and procedures of this Ordinance, except that a variance shall not be used for modification of the allowable uses within a district and shall not allow uses that are prohibited.

YARD, SIDE: A yard between the side line of the lot and the nearest line of the principal building and extending from the front lot line of the lot to the rear yard.

Applicable Codes:

- **Zoning Section 8 – Administration -- Variances**
 Outlines the process for variances in St. Francis
- **Zoning Section 10 – Planned Unit Development**
 The codes under which Stone House Ridge 2nd Addition were approved.
- **Zoning Section 57 – R2 Urban Single Family Residential Development**
 Outlines the underlying zoning standards for properties in this area of the City (15' building separations...10 foot side yard separation from living areas and 5 foot side yard separation from a garage)

Applicant's Narrative:

- "Requesting variance for 3 – 'side setback' issues to allow all units to be uniform in appearance."

Variance Review: By state statute, there are three definitive criteria that all variances must address: consistency with the ordinance, consistency with the comprehensive plan, and the establishment of “practical difficulties.”

General Variance Standards [Section 10-8-4]

A. A variance shall only be granted when it is in harmony with the general purposes and intent of the ordinance.

Staff Analysis: Per the 2005 variance for similar purposes, the City found the underlying PUD allows for flexibility in setback standards, and the nature of twinhomes having to sit on a shared centered lot line prevents flexibility in shifting units absent a revision to the plat. **Criteria met.**

B. A variance shall only be granted when it is consistent with the comprehensive plan.

Staff Analysis: The comprehensive plan guides the subject lots for the proposed type of development, and but for the length of time these lots have been on the market and changing market conditions, variances may not have been necessary. As the proposed units are consistent with what is expected and as the City has already previously recognized flexibility in this neighborhood is appropriate, we find this **criteria is also met.**

C. A variance may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. Economic considerations alone do not constitute a practical difficulty. In order for a practical difficulty to be established, all of the following criteria shall be met:

1. The property owner proposes to use the property in a reasonable manner. In determining if the property owner proposes to use the property in a reasonable manner, the board shall consider, among other factors, whether the variance requested is the minimum variance which would alleviate the practical difficulty and whether the variance confers upon the applicant any special privileges that are denied to the owners of other lands, structures, or buildings in the same district.

Staff Analysis: The applicant is seeking to build modern twin home units on lots that have already been previously determined to be too small for the changing twin home market. In two of the proposed cases, the 20' separation between structures is nearly met, and in the final case (Lots 33 & 34), the curvature of the road and lot positions dictate that separation will be reduced to 10.1 feet. While not ideal, the only alternative to eliminate the variances would be to require the applicant to build units they believe there is not a market for in 2018. As such, **we find the request is reasonable.**

(cont.)

2. ***The plight of the landowner is due to circumstances unique to the property not created by the landowner.***

Staff Analysis: The applicant was not responsible for the lot lines in this development as platted, nor was the applicant responsible for the changing desires of the housing market. As the City has previously found this plight to be reasonable within this development, we find this **criteria is met.**

3. ***That the granting of the variance will not alter the essential character of the neighborhood in which the parcel of land is located.***

Staff Analysis: This criteria is somewhat subjective and must be discussed by the Planning Commission. Staff believes that the nature of the surrounding area is already defined by different styles of twin homes, and the addition of a third style will not be out of place. The counter argument would be that the specific style of home proposed (with projecting footprints on each side) is too dissimilar to the first two styles which share similar footprints. While **staff finds this criteria is met**, we acknowledge the difference in the footprint could be viewed as disrupting the area's character. That said, we would point out the previous analysis which acknowledges changing market conditions, and the fact that amenities which drive housing sales in 2018 are different than expectations in the mid 2000's.

- D. The variance does not involve a use that is not allowed within the respective zoning district.

Staff Analysis: Development of the subject lots has always been guided for twinhomes, so the proposal is in line both with the comprehensive plan and the PUD. **Criteria met.**

Resident Concerns:

- As of 3-29-18, staff has received no feedback for or against the proposals.

Additional Information:

- none

Engineering Review:

- The City Engineer will need to complete reviews of individual building permits as they come forward on these lots to ensure that drainage can be properly facilitated down shared lot lines. The applicant shall be required to institute any special provisions called for by the City Engineer to handle and treat runoff in accordance with code.

- Commission Rec:**
- The Planning Commission voted 4 -2 in favor of the request, with the two dissenting votes citing a concern about the separation distance between buildings. The majority were in favor of the request noting the City has already approved a similar change to twin home styles in the past, and the separation distances will be between two garages and not living areas within the adjacent units.

Conclusion:

The applicant is seeking approval of the following variances:

- **A 1.1 foot side yard setback variance from the required 10 foot side yard setback for Lot 25.** The requested variance would place the adjacent homes 19.0 feet apart as opposed to 20.0 feet apart.
- **A 0.7 foot side yard setback variance from the required 10 foot side yard setback for Lot 30.** The requested variance would place the two homes 19.4 feet apart as opposed to 20.0 feet apart.
- **A 6.0 foot side yard setback variance from the required 10 foot side yard setback for Lot 33.** The requested variance would place the two homes 10.1 feet apart as opposed to 20.0 feet apart.
- **A 3.9 foot side yard setback variance from the required 10 foot side yard setback for Lot 34.** The requested variance would place the two homes 10.1 feet apart as opposed to 20.0 feet apart.
- **Staff is recommending approval of all variances.**

Options: The City Council has the following options:

- A) APPROVAL OF THE REQUESTED VARIANCES (based on the applicant's submittals and findings of fact).
- B) DENIAL OF THE REQUESTED VARIANCES (based on the applicant's submittals and findings of fact).
- C) TABLE THE ITEMS and request additional information.
 - Because the point of the requested variances is to allow for consistency between the units, either all proposed variance should be approved or all should be denied.
 - Based on an application date of 2-26-18, the 60-day review period for this application expires on 4-27-18. This deadline can be extended an additional 60 days if more time is needed.

Template Denial Motion: 1. "I move to recommend **denial** of the requested side yard setback variances based on the following findings of fact..."
(provide findings to support your conclusion)

Template Approval Motion: 2. "I move to recommend **approval** of the requested side yard setback variances based on the findings of fact and recommended conditions listed on page 8 of the staff report."

Findings of Fact:

1. The City has previously determined the underlying PUD allows for flexibility in setback standards.
2. The nature of twin homes development is units must rest on a shared center lot line, so flexibility to position units is greatly inhibited short of replatting lots.
3. The comprehensive plan guides the subject lots for use by twin homes as proposed.
4. Market conditions have changed since the early 2000's requiring different amenities in homes to make them attractive to buyers in 2018.
5. The applicant was not responsible for the lot lines in this development as platted.
6. Two different styles of twinhomes have already been approved built within Stone House Ridge, so the addition of a third style is not inconsistent with build out to date.

Recommended Conditions:

1. The applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction prior to any construction.
2. Construction shall follow the survey and plans as submitted or as required to be updated by the City Engineer.
3. The City Engineer shall have the option to inspect the property at the applicant's expense during the construction process to ensure on-going compliance with all engineering requirements.
4. The variance shall expire one year from the date of resolution; City Council approval will be required for any subsequent extension.

cc: T.H. Construction of Anoka Inc.

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

RESOLUTION 2018 - 15

**A RESOLUTION APPROVING SIDE YARD SETBACK VARIANCES TO ALLOW
DEVELOPMENT OF SIX TWIN HOMES**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota was held on the 2ND day of April, 2018. The following members were present: Mayor Steve Feldman; Council Members Robert Bauer, Joe Muehlbauer, Rich Skordahl, and Jerry Tveit.

Council Member _____ introduced the following resolution and moved its adoption:

WHEREAS, the City of St. Francis is a municipal corporation, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City Council of the City of St. Francis has adopted a comprehensive plan and corresponding zoning regulations to promote orderly development and utilization of land within the city; and,

WHEREAS, T.H. Construction of Anoka Inc. (the "Applicant") is owner of the subject property generally located west of Crocus Street and north of 235th Avenue, (the "Property") which is legally described as follows:

Lots 24 through 35, Block 5, Stone Ridge Second Addition

WHEREAS, the Applicant is proposing the following side yard setback variances:

- 1. A 1.1 foot side yard setback variance from the required 10 foot side yard setback for Lot 25.**
- 2. A 0.7 foot side yard setback variance from the required 10 foot side yard setback for Lot 30.**
- 3. A 6.0 foot side yard setback variance from the required 10 foot side yard setback for Lot 33.**
- 4. A 3.9 foot side yard setback variance from the required 10 foot side yard setback for Lot 34.**

WHEREAS, the Property is guided by the City's Comprehensive Plan for medium density residential use; and

WHEREAS, the plat of Stone Ridge Second Addition was previously approved as part of a planned unit development with a mix of single-family and two-family housing styles; and

WHEREAS, the Property was previously approved for twin home style development; and

WHEREAS, the City has previously granted a variance for a side yard setback for Lot 2, Block 3, in the same subdivision, for a similar twin home; and

WHEREAS, the proposed twin home design associated with these variances is considered to be more marketable than the originally proposed twin home design due to garage orientation and spaciousness; and

WHEREAS, the proposed side yard setback variance are internal to the proposed new construction and do not directly impact any existing structures; and

WHEREAS, staff fully reviewed the requests and prepared a report complete with findings and recommendations for Planning Commission and City Council consideration; and

WHEREAS, the Planning Commission on March 21, 2018, opened and closed a second duly noticed public hearing on the requested variances and considered the applicant's revised submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by Council; and

WHEREAS, the City Council subsequently considered on April 2, 2018, the recommendations of Staff and the Planning Commission, the Applicant's submissions, the contents of the staff report, public testimony, and other evidence available to the Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the above outlined variances to allow construction of the six twin homes as presented to the City, based on the following findings of fact:

- 1) The City has previously determined the underlying PUD allows for flexibility in setback standards.
- 2) The nature of twin homes development is units must rest on a shared center lot line, so flexibility to position units is greatly inhibited short of replatting lots.
- 3) The comprehensive plan guides the subject lots for use by twin homes as proposed.
- 4) Market conditions have changed since the early 2000's requiring different amenities in homes to make them attractive to buyers in 2018.
- 5) The applicant was not responsible for the lot lines in this development as platted.
- 6) Two different styles of twin homes have already been approved and developed within Stone House Ridge, so the addition of a third style is not inconsistent with development to date.

BE IT FURTHER RESOLVED that approval of the Variances shall be subject to the following conditions:

- 1) The applicant shall obtain all necessary permits and approvals from the City and other applicable entities with jurisdiction prior to any construction.
- 2) Construction shall follow the survey and plans as submitted or as required to be updated by the City Engineer.
- 3) The City Engineer shall have the option to inspect the property at the applicant's expense during the construction process to ensure on-going compliance with all engineering requirements.
- 4) The variances shall expire one year from the date of resolution; City Council approval will be required for any subsequent extension.

The motion for adoption of the foregoing resolution was duly seconded by Council Member _____ and, upon vote being taken thereon, the following voted in favor thereof: _____. The following voted against or abstained: _____.

Whereupon the resolution was declared duly passed and adopted the 2nd day of April, 2018.

Steve Feldman, Mayor

ATTEST:

Barbara I. Held, City Clerk

Dated

The undersigned Applicants have read, understand and hereby agree to the terms of this resolution and on behalf of himself/herself, his/her heirs, successors and assigns, hereby agree to the conditions set forth above, and to the recording of this resolution and attachments in the chain of title of the property.

Dated _____

T.H. Construction of Anoka Inc.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

received
 2/26/18 - 62

Application Date:	2/26/18
Fee: 350.00	Escrow: 1500.00

VARIANCE APPLICATION

PROPERTY INFORMATION <small>If multiple properties, attach separate sheet</small>	PARCEL ID #:	COMP PLAN FUTURE LAND USE:	
	LEGAL DESCRIPTION: Lot 25, 30 + 33 Block 5 Stone House Ridge 2nd Add.	ZONING DISTRICT:	
	PROJECT ADDRESS: 23646, 23644, 23580 Crocus St NW	LOT SIZE:	
	OWNER INFORMATION		
OWNER INFORMATION	NAME: T.H. Construction of Anoka Inc		
	ADDRESS: 617 E. Main St #3		
	CITY: Anoka	STATE: MN	ZIP: 55303
	PHONE: 763-422-8809	EMAIL: thofanoka@gmail.com	
APPLICANT <small>If different than owner</small>	NAME: Tony Hennen		PHONE: 612-791-5618
	DESCRIPTION OF REQUEST Requesting variances for 3-"side setback" issues to allow all units to be uniform in appearance		

Submittal Materials

The following materials must be submitted with your application in order to be considered complete. A complete application must be made no later than the deadline for the Planning Commission meeting for which you wish to be heard. If you have any questions or concerns regarding the necessary materials, please contact the Community Development Department.

APPLICATION SUBMISSION MATERIALS
<p>Site Plan: A scalable site plan, no larger than 11"x17", must be submitted which demonstrates the following:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Property dimensions <input checked="" type="checkbox"/> Grading plan <input checked="" type="checkbox"/> Landscaping, including location of significant trees and/or woodlands <input checked="" type="checkbox"/> Location of utilities <input checked="" type="checkbox"/> Location of existing and proposed buildings (including total square footage, footprint and dimensions to lot lines) <input checked="" type="checkbox"/> Location of existing and proposed curb cuts, driveways and access roads <input checked="" type="checkbox"/> Existing and proposed parking, off-street loading areas (if applicable) <input checked="" type="checkbox"/> Easements (if applicable) <input checked="" type="checkbox"/> Sidewalks and trails <p>COPIES: 1 hard copy full scale 11" x 17" or 8 1/2" x 11" format and one electronic copy. Additional sizes and copies may be requested and required by the City for application completion.</p>

Statement acknowledging that you have contacted the other governmental agencies such as Watershed Districts, County departments, State agencies, or others that may have authority over your property for approvals and necessary permits.
Names, addresses, and signatures of ALL owner(s), and any other person having legal interest, of the property.
Variance application form completed
Variance Questionnaire Answers
Paid application fee and escrow

MATERIALS THAT MAY BE REQUIRED UPON THE REQUEST OF THE CITY PLANNER

Survey of the property: A certified land survey is required if the variance extends within five (5) feet of the property line. An official survey, by a licensed surveyor, must be submitted with the application. The survey shall be scalable and in an 11" x 17" or 8 1/2" x 11" format.
Electronic copy of all submittal documents
Any other information which may be deemed necessary to make proper decision

Application fees and expenses: by signing this application form, the applicant agrees that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 429.081 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees collected at the time of application may not cover actual expenses, any additional fees will be billed.

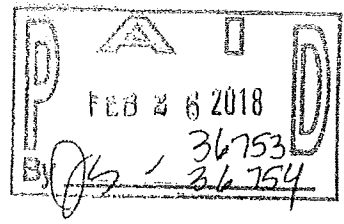
Review and Recommendation of the Planning Commission. The Planning Commission shall consider oral or written statements from the applicant, the public, City Staff, or its own members. It may question the applicant and may recommend approval, denial, or continue the application.

Review and Decision by the City Council. The City Council shall review the application after the Planning Commission has made its recommendation. The City Council makes a final determination to either approve or deny the application. Upon receiving a final determination from City Council, and before any permits are used, the resolution shall be recorded by the County.

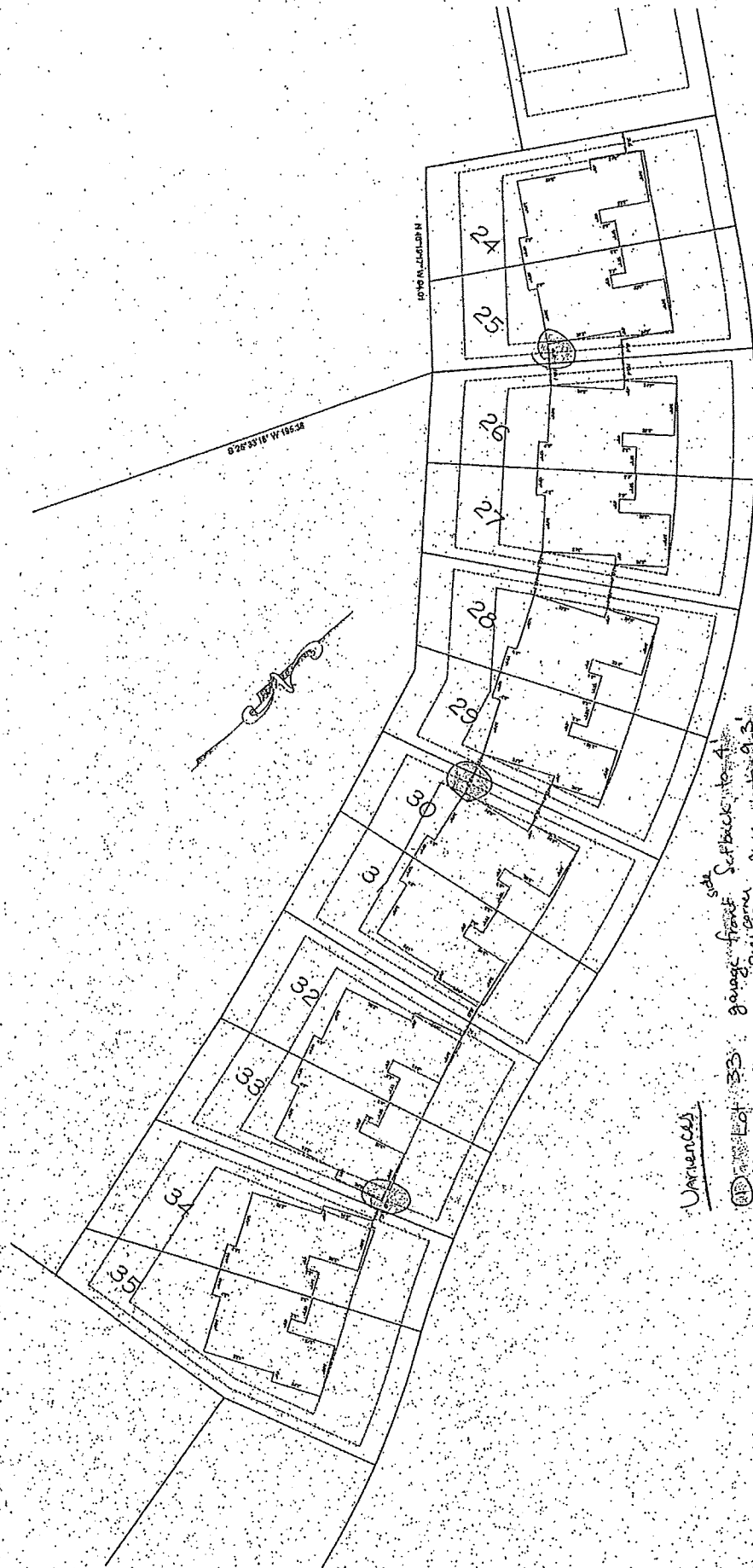
I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

We, the undersigned, have read and understand the above.

<u>Anthony L. Hennen</u>	<u>2/21/18</u>	_____	_____
Signature of Applicant	Date	Signature of Applicant	Date
<u>Anthony L. Hennen</u> <u>T.H. Construction of Anoka, Inc</u>	_____	_____	_____
Signature of Owner (if different than Applicant)	Date	_____	_____

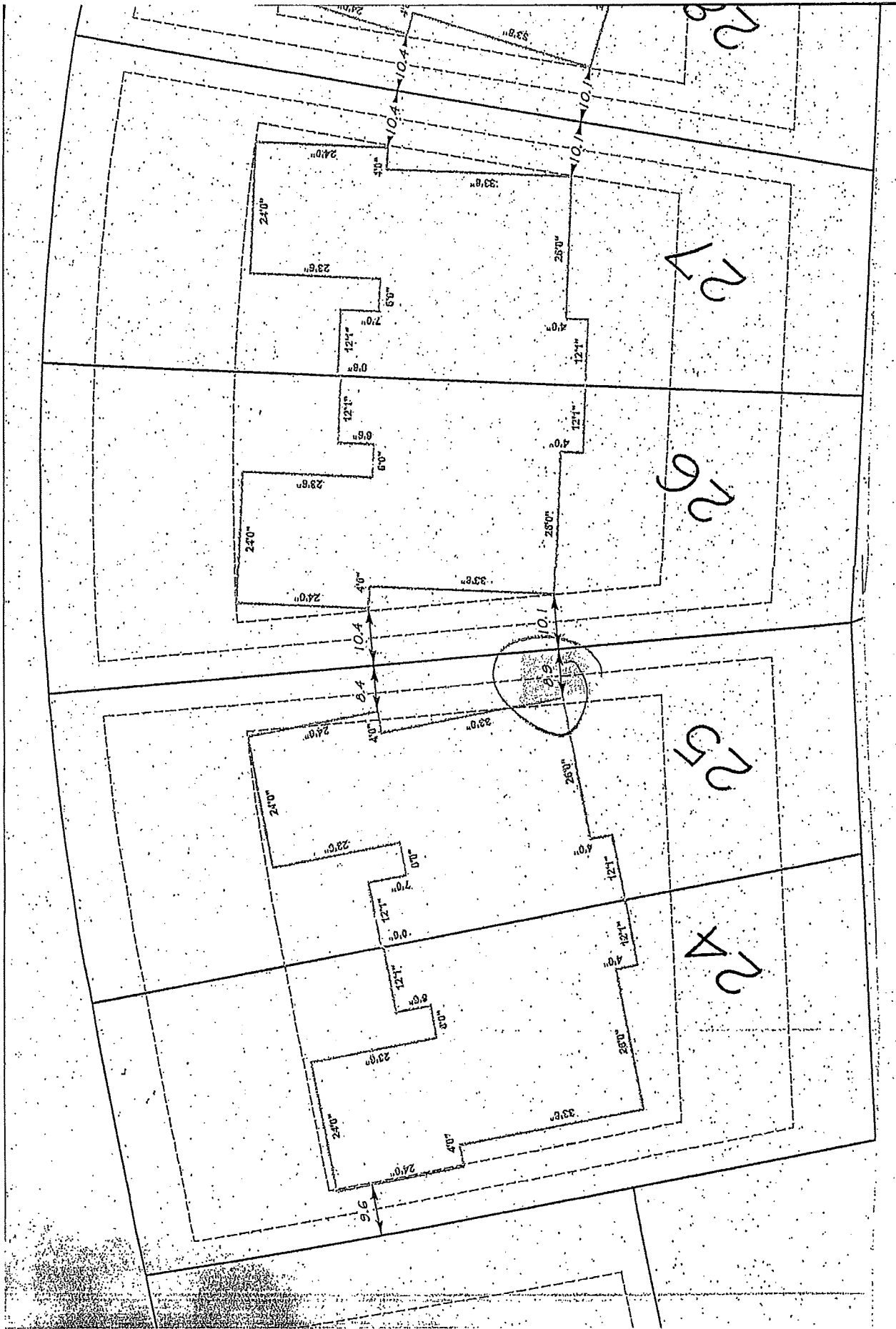


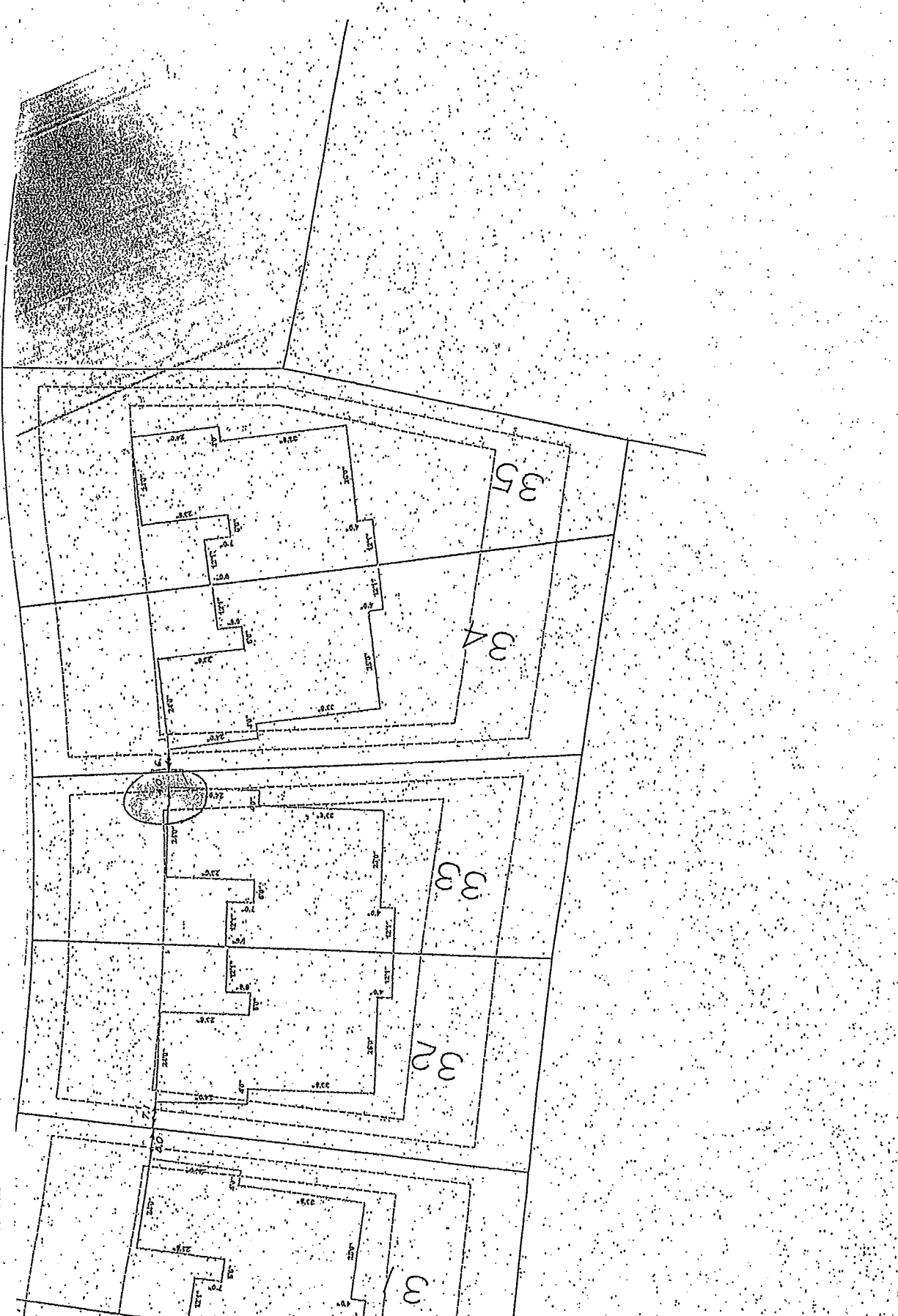
Stone House Ridge End
 Lots 24-35, Block 5 Sketch



Variations

- ① Lot 33 Garage front Setback to 4' side
- ② Lot 30 House Rear Corner Side Setback to 9.3'
- ③ Lot 25 House Rear Corner Side Setback to 8.9'





**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9C

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: HVAC Replacement Liquor Store
DATE: 04/02/2018

OVERVIEW: The HVAC system in the liquor store is at the end of useful life and needs to be updated. The current units installed 2002 are 80 percent efficiency, they will be replaced with 92 percent efficiency units. Annual energy savings are expected.

ACTION TO BE CONSIDERED: Authorize low bidder (NAC) to replace the old furnace and a/c units with new Bryant high efficient units in the amount of \$14,819.00.

BUDGET IMPLICATION: This is a planned purchase in the 2018-2022 CIP. Funds are available in the Liquor Fund for this work.

Attachments:

Capital Improvement Plan documentation of purchase request

Quote from NAC

Quote from Air Mechanical Inc.

Capital Improvement Plan
City of St. Francis, Minnesota

2018 thru 2022

Department Liquor Fund
Contact Public Works Director
Type Maintenance
Useful Life
Category Buildings

Project # FM-17-002
Project Name Bottle Shop Facility Maintenance

Total Project Cost: \$152,500

Description
2017 - Replacement of outdated security camera system-\$18,000.
2018 - Replacement of building heating(2) and air(2) units -\$18,000.
2018 - Sealcoat Parking lot-\$5,300.
2019 - Remodel Counter/checkout area-\$30,000.
2020 - Replace walk in cooler condensing unit and entryway unit heater-\$11,100.
2021 - Install lawn irrigation system-\$10,000.
2024 - Replace walk in cooler condensing unit-\$10,100.
2031 - Replace roof shingles \$50,000.

Justification
Updating camera system will increase security and increase prosecution of theft.
Sealcoating parking lot will increase life expectancy of asphalt, reducing the need for large replacement costs.
Equipment is anticipated to be at end of reliable useful life. This replacement will allow the ability to provide services as per adopted standards.
Remodeling will improve customer service and improve visibility for staff to view store display area.
Roof shingles are anticipated to be at the end of useful life, no longer protecting the building.

Prior	Expenditures	2018	2019	2020	2021	2022	Total	Future
18,000	Construction/Maintenance	23,300	30,000	11,100	10,000		74,400	60,100
Total	Total	23,300	30,000	11,100	10,000		74,400	Total

Prior	Funding Sources	2018	2019	2020	2021	2022	Total	Future
18,000	Liquor Fund	23,300	30,000	11,100	10,000		74,400	60,100
Total	Total	23,300	30,000	11,100	10,000		74,400	Total



Doug Batcha, Account Manager
1001 Labore Industrial Court, Suite B
Vadnals Heights, MN 55110

651-255-3542 Direct
651-728-0911 Cell
dbatcha@nac-hvac.com

January 25, 2018
Mr. Parish Barten
City of St. Francis – Liquor Store
23307 St Francis Blvd NW
St. Francis, MN 55070

Re: Replace Furnace and A/C

NAC is pleased to present the following proposal to furnish and install (2) 5ton Bryant new high efficient Furnace and AC.

Services Include:

- Coordination of all work performed with client
- Permits
- Remove and properly dispose of existing unit.
- Furnish and install new furnace, condensing unit and coil
- Reconnect existing venting
- Reconnect existing electrical
 - Reconnect existing thermostat
- Start and test unit for proper operations
- Report any findings or deficiencies to client

Client Investment: \$ 14,819.00

-Possible rebates available from gas and electric utility-

Notes:

1. Proposal based upon normal working hours.
2. Reuse existing thermostat
3. Roofing not included.
4. Any additional work beyond the above scope or code issues will be billed at time and materials rates upon prior approval.
5. Prices subject to change after 30 days.

If you have any questions feel free to contact us anytime, or if you would like us to proceed please sign proposal and fax or e-mail back at your convenience. Thank you for the opportunity to quote this work.

CITY OF ST. FRANCIS – LIQUOR STORE

NAC MECHANICAL & ELECTRICAL SERVICES

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Doug Batcha
Title: Account Manager
Date: _____

AIR MECHANICAL INC

HEATING, COOLING & PLUMBING

"Creating Custom Comfort" Since 1985

Customer Name: St Francis Bottle Shop
 Address: 23307 St Francis Blvd Nw

Phone: 320-333-6830
 Date: 1/29

Equipment Brand		BRYANT		AMANA	
Heating Equipment		926TA		AMEC	
Size		120,000		120,000	
Efficiency		96%		96%	
Heat Exchanger Warranty		LIFETIME		LIFETIME	
Description		2 STAGE		2 STAGE	
Venting		PVC		PVC	
Warranty		10 & 10		10 & 10	
Filter		MEDIA		MEDIA	
Cooling Equipment		113ANA		ASX13	
Size		5 TON		5 TON	
Seer		13 SEER		13 SEER	
Description		SINGLE STAGE		SINGLE STAGE	
Line-Set		FLUSH		FLUSH	
Condensor Pad / Stand		NEW		NEW	
Warranty		10 & 10		10 & 10	
Control / Stat		HONEYWELL		HONEYWELL	
Humidifier / Dehumidifier					
Air Exchanger					
UV Lights					
Duct Cleaning					
Water Heater					
Water Heater Warranty					
Water Softener					
Water Softener Warranty					
Equipment Disposal		Yes		Yes	
Permits/Labor / Materials		Yes		Yes	
Equipment Total		\$22,974		\$21,146	
Credits/Coupons/Discounts		(\$3,750)		(\$3,700)	
Bryant Rebates		-		-	
Contract Price		\$19,224		\$17,446	
Utility Rebates		(\$800)		(\$800)	
Net Total Investment		\$18,424		\$16,646	

Comments/Notes:



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 Ham Lake, MN 55304
 (763) 434-7747 • (763) 746-3777 Fax
www.AirMechanical.com



**CITY COUNCIL
AGENDA REPORT**

Agenda Item #:

9D

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: HVAC Replacement Warming House
DATE: 04/02/2018

OVERVIEW: The HVAC system in the warming house is at the end of useful life and needs to be updated. The current unit installed 2001 is rated at 80 percent efficiency, this will be replaced with 92 percent efficiency unit. Annual energy savings are expected.

ACTION TO BE CONSIDERED: Authorize low bidder (NAC) to replace the old furnace and a/c unit with a new Bryant high efficient unit in the amount of \$6,921.00.

BUDGET IMPLICATION: This is a planned purchase in the 2018-2022 CIP. Funds are available in the unrestricted Park Fund #226 which has a balance of \$21,838.13. An important note on the unrestricted Park Fund, in the next 7-10 years planned expenses of rehab and replacement of existing equipment is \$722,900.00 with no consistent funding mechanism.

Attachments:
Quote from NAC
Quote from Air Mechanical

Capital Improvement Plan
City of St. Francis, Minnesota

2018 thru 2022

Department Park Improvement Fund
 Contact Public Works Director
 Type Improvement
 Useful Life
 Category Park Improvements

Project #	PK-17-001
Project Name	Community Park Facility Maintenance

Total Project Cost: \$698,700

Description
2018 - Community Park, warming house-replace building heating and air units-\$18,400.
2019 - Community Park, hockey rink-replace lighting, board system and pave hockey rink area-\$135,000.
2019 - Community Park, sealcoat all 3 parking lots-\$19,000.
2019 - Community Park, sealcoat asphalt trails-\$9,800.
2025 - Community Park, Concession/Restroom Building, replacement of aging, noncompliant building-\$378,000.
2031 - Community Park, playground equipment, replacement of playground equipment-\$90,000.
2032 - Community Park, warming house, replace roof shingles-\$20,000.
2032 - Community Park, picnic shelter, replace roof shingles-\$17,000.
TBD - Community Park, concrete trails, replace concrete trails-\$11,500.

Justification
HVAC equipment is anticipated to be at end of reliable useful life.
Existing hockey rink lighting was outdated when it was repurposed as lighting for the rink, new LED lighting would be more efficient and easier to maintain. Board system and fencing is expected to be at end of useful life. Paving inside the hockey rink would create a flat surface making flooding procedures more efficient and could double as a summer basketball court.
Sealcoating parking lot and trails will increase life expectancy of asphalt, reducing the need for large replacement costs.
Concession stand, restrooms, ballfield maintenance, storage, utility room building is outdated and not ADA compliant. Replacement of this facility could allow for improved services to be offered to those who utilize the park.
Playground equipment is anticipated to be at the end of useful life, public safety is a concern with aging equipment.
Roof shingles are anticipated to be at the end of useful life, no longer protecting the building
At some point worn concrete will need replacement.

Expenditures	2018	2019	2020	2021	2022	Total	Future
Construction/Maintenance	18,400	163,800				182,200	516,500
Total	18,400	163,800				182,200	Total

Funding Sources	2018	2019	2020	2021	2022	Total	Future
Park Improvement Fund	18,400	163,800				182,200	516,500
Total	18,400	163,800				182,200	Total



Doug Batcha, Account Manager
1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-255-3542 *Direct*
651-728-0911 *Cell*
dbatcha@nac-hvac.com

January 25, 2018

Mr. Parish Barten
City of St. Francis – Warming House
3948 2029th Ave
St. Francis, MN 55070

Re: Replace Failed Furnace and A/C

NAC is pleased to present the following proposal to furnish and install a new high efficient Furnace and AC.

Services Include:

- Coordination of all work performed with client
- Permits
- Remove and properly dispose of existing unit.
- Furnish and install new furnace, condensing unit and coil
- Furnish and install new venting
 - Roofing not include; NAC to use existing chimney vent.
- Reconnect existing electrical
 - Reconnect existing thermostat
- Start and test unit for proper operations
- Report any findings or deficiencies to client

Client Investment:

Bryant: \$ 6,921.00

Goodman: \$ 8,966.00

-Possible Rebates available from gas utility-

Notes:

1. Proposal based upon normal working hours.
2. Reuse existing thermostat
3. Roofing not included.
4. Any additional work beyond the above scope or code issues will be billed at time and materials rates upon prior approval.
5. Prices subject to change after 30 days.

If you have any questions feel free to contact us anytime, or if you would like us to proceed please sign proposal and fax or e-mail back at your convenience. Thank you for the opportunity to quote this work.



Doug Batcha, Account Manager
1001 Labore Industrial Court, Suite B
Vadnais Heights, MN 55110

651-255-3542 *Direct*
651-728-0911 *Cell*
dbatcha@nac-hvac.com

CITY OF ST. FRANCIS – WARMING HOUSE

Signature: _____
Name: _____
Title: _____
Date: _____

NAC MECHANICAL & ELECTRICAL SERVICES

Signature: _____
Name: Doug Batcha
Title: Account Manager
Date: _____

AIR MECHANICAL INC

HEATING, COOLING & PLUMBING

"Creating Custom Comfort" Since 1985

Customer Name: Warming House
 Address: 3948 229th Ave Nw

Phone: 320-333-6830
 Date: 1/29

Equipment Brand		BRYANT		AMANA	
Heating Equipment		926TA		AMEC	
Size		80,000		80,000	
Efficiency		96%		96%	
Heat Exchanger Warranty		LIFETIME		LIFETIME	
Description		2 STAGE		2 STAGE	
Venting		PVC		PVC	
Warranty		10 & 10		10 & 10	
Filter		MEDIA		MEDIA	
Cooling Equipment		113ANA		ASX13	
Size		3 ton		3 ton	
Seer		13 SEER		13 SEER	
Description		SINGLE STAGE		SINGLE STAGE	
Line-Set		FLUSH		FLUSH	
Condensor Pad / Stand		NEW		NEW	
Warranty		10 & 10		10 & 10	
Control / Stat		HONEYWELL		HONEYWELL	
Humidifier / Dehumidifier					
Air Exchanger					
UV Lights					
Duct Cleaning					
Water Heater					
Water Heater Warranty					
Water Softener					
Water Softener Warranty					
Equipment Disposal		Yes		Yes	
Permits/Labor / Materials		Yes		Yes	
Equipment Total		\$10,250		\$9,387	
Credits/Coupons/Discounts		(\$1,825)		(\$1,850)	
Bryant Rebates		-		-	
Contract Price		\$8,425		\$7,537	
Utility Rebates		(\$400)		(\$400)	
Net Total Investment		\$8,025		\$7,137	

Comments/Notes:



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**CITY COUNCIL
AGENDA REPORT**
Agenda Item #:
9E

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: Heating, ventilation, and air conditioning service contract renewal.
DATE: 04/02/2018

OVERVIEW: On December 31st, 2017, the previous HVAC service maintenance agreement expired. With the addition of the wastewater treatment facility, the city now has roughly 70 mechanical units that include, make up air units, air conditioners, split-units, radiant tube heaters and boilers. Due to the importance of this equipment, City staff obtained quotes from four heating, ventilation and air conditioning companies to provide bi-annual diagnostics and preventive maintenance. This preventative maintenance agreement will help staff with managing asset replacement and keep equipment operating at optimal efficiency. City staff will continue to do routine filter changes and some minor maintenance.

ACTION TO BE CONSIDERED: Authorize city staff to sign into a three year agreement with NAC for the amount of:

Year 1: \$5,312.00

- Semi Annual: \$2,656.00

Year 2: \$5,472.00

- Semi Annual: \$2,736.00

Year 3: \$ 5,636.00

- Semi Annual: \$2,818.00

BUDGET IMPLICATION: Cost associated with service contracts are paid out of all city departments' yearly operation and maintenance budgets.

Attachments: All four quotes.



Mechanical
Customer Support Agreement

Customized For

City of St. Francis

23340 Cree St NW

St Francis, MN 55070

Term

January 1, 2018 through December 31, 2020

Prepared By:

Doug Batcha
Account Manger

01/01/18



Introduction

City of St. Francis (Client) operations staff will be responsible for the day to day operations of the building automation and managing the HVAC system. The facility staff has been trained and is experienced in managing the different areas of HVAC and temperature controls. Because of this, they do not require a high level of support from vendors; but use Customer Support Agreements (CSA) to augment their current knowledge and protect their equipment investment and maximize utility efficiency use over the long term.

Customer Support Agreement (CSA) Goals

- Develop a maintenance relationship with Client to promote the use of automated operation and proactive maintenance of systems to maximize facility staff throughput and utility savings.
- Support facility staff with pre-season performance testing and maintenance.
- Extend the life of the owner's mechanical assets beyond industry standards and thus reducing downtime and repair cost and maximizing Client ROI.
- Allow Client to focus on their core competencies to execute their mission.
- Constant improvement through Continuous Commissioning. Always looking to improve the benchmark that has been set.

Proposal Contents

- NAC Custom Service Plan Features (based upon customer request/input)
- Schedule of Services
- Customer Support Agreement Pricing Summary/Signature Page
- Terms and Conditions

*Specific Cost Saving Facts

- If you are overheating your space by just 3Deg, due to miscalibrated controls, this will cause an increase in your fuel consumption by over 16% when it is below 50Deg outside.
- Temperature control systems out of calibration cause increased operational cost of 5-15% per year. This is based on servicing hot and cold calls throughout their shifts.
- Setting back the temperature 10Deg in a building, unoccupied 12 hours per day and 41 hours per weekend, results in utility savings of approximately 24%.
- Dirty air filters in air handling units increase the total static pressure .5" and generates the need for 10% additional horse power.
- One millimeter of scale will raise the energy consumption of a chiller 10% at full load.

*Source (Terry A. Thompson "Preventive Maintenance Save Energy Dollars" Engineered Systems)



NAC Customer Support Agreement

The following is a comprehensive list of the Support Services NAC offers to maximize the value of your investment in your Mechanical and your Building Control Systems. Following this list of Support Services is a detailed description of each offering and the value that it provides.

1. Mechanical, Electrical, and Plumbing Preventive Maintenance and Performance Testing Services

- Mechanical Systems
- Electrical Systems
- Plumbing Systems

2. Emergency Response Services (Standard or Premium)

- On-Site Response

3. General Services; Included in All Support Agreements

- Account Management
- Documentation of All Services Provided
- Quality Assurance Program



NAC Customer Support Agreement Detailed Description

1. Mechanical, Electrical, and Plumbing Preventive Maintenance and Performance Testing Services

Air Handling / Rooftop Maintenance and Performance Testing

Air Handling systems are one of the single largest operating expenses that a company has. NAC will provide a complete operational performance test to include heating, cooling delta tees, bearings, and belts, verify safeties are working properly, and that set points are optimized for the highest level of utility savings.

- Included in this Support Agreement
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable
- Condenser Evaporator Coil Cleaning is included in this Support Agreement () times per year
- Belts (1) times per year Filters are included in this Support Agreement (1) times per year

Boiler System Maintenance and Performance Testing

Boiler systems are one of the most critical and largest operating expenses that a company has. NAC will provide a complete operational performance test to include combustion flue analysis, verify safeties are working properly, and that set points are optimized for the highest level of utility savings.

- Included in this Support Agreement – Quarterly Semi-Annual Annual
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable

Chiller System Maintenance and Performance Testing

Chiller systems are also critical to a buildings operation and largely contribute to the operating expenses that a company has. NAC will provide a complete operational performance test to include refrigerant pressures, verify safeties, heat transfer test, and that set points are optimized for the highest level of utility savings.

- Included in this Support Agreement
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable
- Condenser Evaporator Coil / Tube Cleaning is included in this Support Agreement

Misc. HVAC Equipment Maintenance and Performance Testing

Complex and even simple buildings can have many different mechanical systems that need to be maintained to ensure that building is running at optimum performance. NAC will verify the operation and performance test each of the items listed below per manufactures recommendations.

- Mini Splits
- Variable Air Volume Boxes
- Heat Pump, Fan Coil unit
- Infrared Heaters
- Unit Heaters
- Domestic Hot Water Heaters
- Exhaust Fans



Pneumatic System Maintenance and Performance Testing

Pneumatic control systems are susceptible to oil and water that can migrate from the central air supply system. For this reason it becomes increasingly important to monitor the health and operation of these systems. If there is a failure it can cost the owner thousands of dollars to repair. NAC will monitor and maintain the Automatic Temperature Control (ATC) system so that failures are caught before they cause secondary damage. NAC will also calibrate and repair systems as outlined in "Attachment A".

- Included in this Support Agreement
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable

Water Treatment Maintenance and Performance Testing

Maintaining your open and closed water systems is critical to the overall life expectancy and efficiency of the overall mechanical systems. NAC will administer water treatment services to insure that system is operating at peak capacity. This includes sampling, testing and recommending and supplying the proper water treatment for your system.

- Included in this Support Agreement Heating System Cooling System
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable

Electrical System Maintenance and Performance Testing

The fact is power surges, spikes, transients and poor or even no preventive maintenance is causing damage on a regular basis. These events wear down components and eventually cause premature failure. The more power your facility uses, the greater the risk of failure. Electrical failures are inevitable without preventive maintenance. NAC will provide testing and maintenance as outlined in "Attachment A" to meet the customers' business needs.

- Included in this Support Agreement – Quarterly Semi-Annual Annual
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable

Bill Verification

Bill verification is out of the limelight but is an energy management core competency that you must not overlook. Utilizing NAC partner's custom-designed tariff rate models allows us to recreate your utility's bill structure and perform detailed billing verification of your natural gas and electric bills.

A further degree of bill verification is provided when you incorporate our bill payment service. Utilizing the bill payment service allows quick, random sampling of billing history to identify potentially abnormal spikes in demand or price. A sampling that shows a recognizable spike compared to historic usage levels may then be treated with additional scrutiny. This higher degree of analysis can lead to several conclusions, including a faulty utility meter, a faulty billing statement, degraded facility equipment, or it may be determined to be a positive occurrence due to increased facility demand and output.

- Included in this Support Agreement – Monthly Bill Pay
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable

Plumbing RPZ System Maintenance and Performance Testing

The State of Minnesota requires that backflow preventers (RPZ's) be tested and reported on annually and rebuilt as necessary. NAC will apply for the city permit, test, and report each RPZ so that your facility stays in compliance with state and local codes.

- Included in this Support Agreement – Yearly Testing
- Not included with this Support Agreement (Owners staff to maintain) Not Applicable



Spare Parts Allowance

Mechanical **Electrical** **Plumbing**

NAC will provide \$____ (Dollars no/100) per year in spare parts at the preferred customer rate. NAC Mechanical & Electrical stocks Alerton, Honeywell, Johnson and Belimo parts that are available from our inventory in our St Paul, MN office. NAC will also provide and maintain stock for the mechanical, electrical and plumbing needs.

- Included in this Support Agreement
 Not included with this Support Agreement (Owners staff to maintain) Not Applicable

2. Emergency Response Services

On-site Emergency Response

Mechanical **Electrical** **Plumbing**

If during our On-line Emergency response we are unable to resolve the situation we will dispatch a Service Professional to your facility. Non-emergency calls, as determined by your staff and NAC will be incorporated into the next scheduled service visit.

Standard Emergency On-site Response Time – NAC will be on site by the end of the next business day; Monday through Friday; 8:00 AM to 5:00PM, excluding holidays

Premium Emergency On-site Response Time – We will be on site within four (4) hours, 24 hours/day, 7 days/week, including holidays (after the completion of the internet or telephone response) (Assumes safe driving conditions)

Emergency Response Services

Services listed above guarantees response time to an emergency situation **only**. The use of on-line and/or on-site emergency service is not included in the scope of this contract and will be billed at the applicable time & material rates.

After-Hours Support

Emergencies can and usually happen when you least expect it and many times on the weekends or after 5:00 PM. It is very important to NAC to provide support in all emergency situations for all of our customers. To address this concern NAC has a 24-7-365 emergency answering service. You can utilize this service in an after-hours emergency situation by calling **651-490-9868** or by emailing service@nac-hvac.com. After receiving the call or email we will first attempt to solve the issue on-line as described in the *On-line Emergency Response* section of this proposal. If the problem persists we will discuss it with you and upon your approval dispatch a service technician to your site.

3. General NAC Customer Support Agreement Features

Account Manager - A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.

Dedicated Service Team - Our Service Team knows controls and mechanical systems; they are trained on all aspects of maintaining and troubleshooting your systems interoperability to maximize uptime and energy efficiency.

Documentation - All service visits will be documented by a work order detailing the service performed, materials used, and hours spent.

System and Service Log - NAC will provide you with a log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.



Checked items are included as detailed under "Customer Support Agreement Detailed Description"

		Winter	Spring	Summer	Fall	
Mechanical, Plumbing and Electrical Services						
X	Mechanical Maintenance / Performance Testing		X		X	
	Electrical Maintenance / Performance Testing					
	Plumbing Maintenance / Performance Testing					
	Flex Hours Support	To be used as directed by customers staff				
	Customer Training					
X	Emergency Response					
X	General Services					
Other Services		Coverage Code			Basic	Full
	Limited Troubleshooting and Diagnostics	Mechanical System *			X	
X	Account Management	Electrical System *			X	
X	Emergency Response Services	Plumbing System *			X	
	Material & Labor Discounts					

* Please refer to Attachment A "Equipment List" for complete equipment coverage details

Customer Support Agreement Pricing Summary

Billing Period In Advance: Annual Semi Annual Quarterly Monthly

Pricing for these features is based on a 3-year program with a start date of January 1, 2018.

Year 1: \$ 5,312.00

-Semi Annual: \$ 2,656.00

Year 2: \$ 5,472.00

-Semi Annual: \$ 2,736.00

Year 3: \$ 5,636.00

-Semi Annual: \$ 2,818.00

NAC believes that this proposal is in the best interests of City of St. Francis and is based on your input. Please feel free to contact me if you have any changes. If accepted, please sign, date below and return to NAC with purchase order or billing information.

This proposal is valid for 30 days from the time that is it signed by an authorized NAC Mechanical & Electrical employee. Contract will renew year on year after the original term unless NAC Mechanical & Electrical Services receives writing notification to cancel this agreement 30 days prior to the end of the contract term.

CITY OF ST. FRANCIS

Signature: _____

Name: _____

Title: _____

Date: _____

NAC MECHANICAL & ELECTRICAL SERVICES

Signature: _____

Name: Doug Batcha

Title: Account Manager

Date: _____



	Standard Rate (Mon-Fri) (8AM to 5 PM) Excludes Holidays	Preferred Rate (Mon-Fri) (8AM to 5 PM) Excludes Holidays	Standard Overtime Rate (Mon-Fri) (5 PM to 8AM) Sat, Sun Excludes Holidays	Preferred Overtime Rate (Mon-Fri) (5 PM to 8AM) Sat, Sun Excludes Holidays
Automation /Critical Systems Services	\$143.00	\$135.00	\$216.00	\$216.00
Mechanical Services	\$125.00	\$115.00	\$216.00	\$216.00
Electrical Services	\$125.00	\$115.00	\$216.00	\$216.00
Plumbing Services	\$125.00	\$115.00	\$216.00	\$216.00
SheetMetal Services	\$125.00	\$115.00	\$216.00	\$216.00
Account Manager	\$0	\$0	\$0	\$0



Attachment A

Equipment Included (Covered Equipment)

This agreement assumes that the equipment listed below is in good maintainable condition. If repairs are found to be necessary upon initial inspection or initial seasonal startup, repair charges will be submitted for approval by the client prior to the repairs being performed.

WASTEWATER TREATMENT FACILITY

Quantity	Equipment	Model Number	Serial Number	Manufacturer
4	Boilers	60	N/a	Viessmann
1	MUA 2	TAH-ID0800	N/a	Titan
1	MUA 3	RDH-100	N/a	Reznor
1	MUA 4	SDH-100	N/a	Reznor
1	MUA 5	TAH-ID0800	N/a	Titan
2	Unit Heaters	UDAS-75	N/a	Reznor
1	Condensing unit1	24AHA424A300	N/a	Carrier
1	Condensing unit2	24ACC630A300	N/a	Carrier
1	Condensing unit3	24ACC660A300	N/a	Carrier
1	Split system	40QAC024	N/a	Carrier
1	Heat pump	36HBXBX-HW	N/a	First company
1	Heat pump	60HBXBX-HW	N/a	First company
1	Radiant Heater	N/a	N/a	N/a
1	MUA 1	TAH-ID0800	N/a	Titan
2	Unit Heaters	UDAS-30	N/a	Reznor
1	MUA 6	TAHID0400	N/a	Titan
1	Condensing unit4	38HDR060	N/a	Carrier
1	Split System	40QAC060	N/a	Carrier



ATTACHMENT A1 – EQUIPMENT COVERED

This agreement assumes that the equipment listed below is in good maintainable condition. If repairs are found to be necessary upon initial inspection or initial seasonal startup, repair charges will be submitted for approval by the client prior to the repairs being performed.

<u>Location</u>	<u>QTY</u>	<u>Unit(s)</u>
City Hall	4	Forced Air Furnace and Condensing Units
Ambulance Bay	2	Forced Air Furnace and Condensing Units
Fire Station	5	Radiant Tube Heating Units
Fire Station	1	Make Up Air Unit
Water Department	1	Forced Air Furnace and Condensing Units
Water Department	10	Dehumidification Units
Water Department	1	Carrier Split System Unit
Water Department	2	Mini-Split Units
Water Department	8	Unit Heaters
Warming Shack	1	Forced Air Furnace and Condensing Units
Liquor Store	2	Forced Air Furnace and Condensing Units
Liquor Store	3	Walk In Evaporators and Condensing Units



Attachment A – Preventative Maintenance Services Performed

FURNACE & AIR CONDITIONING/SPLIT SYSTEMS HEATING CHECK

1. Visually inspect condition of heat transfer surfaces for corrosion or cracks
2. Change filters with Pleated style filters per agreement
3. Check for gas leaks in and around heating unit immediate area
4. Visually inspect flue venting integrity and for corrosion
5. Clean heat exchanger as applicable
6. Clean and adjust pilot assembly or main ignition source
7. Remove and clean burners
8. Run heating cycle
9. Adjust burner for efficiency
10. Adjust pressure regulator
11. Check and adjust all safety controls
12. Check fan operating control
13. Check out complete furnace cycle
14. Perform combustion analysis and or carbon monoxide analysis
15. Report all findings and deficiencies

A/C CHECK

1. Visually inspect condition of condensing unit for corrosion or signs of leaks
2. Inspect control panel, wiring, connections and insulation
3. Inspect and clean evaporator coils as necessary
4. Run cooling cycle
5. Check suction and discharge pressures
6. Adjust expansion valve superheat where necessary
7. Check condenser coil sub cooling
8. Verify refrigerant charge utilizing steps 6 & 7
9. Verify and record evaporator temperature drop
10. Check oil level and pressures
11. Check filter-drier for restrictions and sight glass for moisture
12. Check compressor contactor
13. Lubricate fan motor bearings
14. Clean condenser coil as specified in contract
15. Check safety and operating controls
16. Report all findings and deficiencies



MAKEUP AIR/EXHAUST FANS – SEMI-ANNUAL MAINTENANCE

1. Audio and visual inspection
2. Lubricate fan and motor bearings
3. Inspect and adjust drive alignment and security
4. Inspect belt condition, change per contract
5. Check starter contacts and overloads where applicable
6. Clean exhaust fan wheel and exhaust screens as applicable
7. Report all findings and deficiencies

EVAPORATOR/CONDENSER/DE-HUMIDIFICATION

1. Audio and visual inspection
2. Lubricate fan and motor bearings
3. Inspect and adjust drive alignment and security
4. Inspect belt condition, change per contract
5. Check starter contacts and overloads where applicable
6. Clean exhaust fan wheel and exhaust screens as applicable
7. Report all findings and deficiencies

RADIANT HEATING

1. Visually inspect condition of heat transfer surfaces for corrosion or cracks
2. Check for gas leaks in and around heating unit immediate area
3. Visually inspect flue venting integrity and for corrosion
4. Clean heat exchanger as applicable
5. Clean and adjust pilot assembly or main ignition source
6. Run heating cycle
7. Adjust burner for efficiency
8. Adjust pressure regulator
9. Check and adjust all safety controls
10. Check fan operating control
11. Report all findings and deficiencies

Hot Water Boilers

1. Check in with Customer for any abnormalities on Boiler
2. Test the Gas Train
3. Check for Fuel leaks
4. Check combustion and adjust as needed
5. Check all assemblies and strainers and clean as needed
6. Check all Electrical Connections
7. Lubricate Fan Motor and Linkages as needed
8. Check all Safeties and verify outputs
9. Check on integrity of the Flue System
10. Verify Gas Pressures
11. Inspect, clean and test burners, blowers, electrodes, oil contacts, pressure controls and wiring connections



TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of NAC Mechanical & Electrical (referred to herein as "NAC") Customer Support Agreement Proposal ("Proposal"). The portions of such Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), together with these terms and conditions, are collectively referred to as the "CSA Agreement".

Article 1: General

1.1 a) The CSA Agreement, when accepted in writing by the Customer and approved by an authorized representative of NAC shall constitute the entire, complete and exclusive agreement between the parties relating to a technical support program ("Services") for the equipment and software identified in the List of Equipment or the Service Coverage Report attached to the CSA Agreement ("Equipment") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the CSA Agreement. The CSA Agreement and any rights or obligations thereunder may not be assigned by either party without the advance written consent of the other.

(b) The terms and conditions of this CSA Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of NAC. NAC's performance under this CSA Agreement is expressly conditioned on Customer's assenting to all of the terms of this CSA Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to NAC by Customer relating to this subject matter.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.2 This CSA Agreement shall automatically renew for successive one (1) year periods beginning on the anniversary date of the original term as set forth in the Proposal, unless stated otherwise in the CSA Agreement.

1.3 Either party may terminate or amend this CSA Agreement by giving the other party at least thirty (30) days prior written notice of such amendments or intent not to renew after the original term.

1.4 This CSA Agreement shall be governed by and enforced in accordance with the laws of the State of Minnesota.

1.5 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide NAC with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and NAC will, in its discretion, act accordingly.

1.6 NAC will be permitted to control and/or operate all Equipment necessary to perform the Services.

Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this CSA Agreement or the first scheduled inspection, NAC will have inspected all the Equipment.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. NAC will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of NAC.

Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this CSA Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this CSA Agreement; (b) Services performed other than during NAC's normal working hours; and (c) Service performed on equipment not covered by this CSA Agreement.

3.2 Invoices are due net 30 days or otherwise as may be set forth therein. If any payment is not received net 30, NAC may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments.

Article 4: Allocation of Risk

4.1 (a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by NAC or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. (b) Labor for all Services under this CSA Agreement is warranted for 90 days after the work is performed.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than NAC or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per NAC's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by NAC or not bearing NAC's nameplate.

4.3 NAC will indemnify Customer from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from NAC's or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. NAC's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than NAC.

Article 5: Customer Responsibilities

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify NAC of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.

5.3 Customer will provide NAC with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

Article 6: Limitations of Maintenance or Service Obligations

6.1 NAC will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. NAC assumes no responsibility for any service performed on any Equipment other than by NAC or its agents.

6.2 NAC shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 NAC is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 NAC shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches required from pipes and duct work including any venting or draining systems.



Owens Companies, Inc.
930 East 80th Street
Bloomington, MN 55420-1499
952.854.3800 Fax: 952.854.3769
www.owensco.com

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January 30, 2018

Engineered Maintenance Agreement

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

Comprehensive Preventive Maintenance

Owens Companies Engineered Maintenance Agreement provides regular systematic preventive and predictive maintenance on the equipment covered by this Agreement.

Comprehensive Preventive Maintenance includes diagnosis of system performance during scheduled inspections, cleaning, lubrication, calibration and other procedures as required to help to assure your comfort and improve operating efficiency. **OWENS COMPANIES** will provide semi-annual inspections throughout the year at approximately the following schedule;

Spring and Fall

Our Contract Customers Receive:

- Peace of mind knowing your equipment is serviced by trained technicians.
- A 10% discount on all labor for the repairs you authorize.

Address of Equipment Covered:

- City Hall: 23340 Cree Street NW
- Water Treatment Facility/Public Works: 4058 St. Francis Boulevard NW
- Wastewater Treatment Facility: 4020 St. Francis Boulevard NW
- Bottle Shop: 23307 St. Francis Boulevard NW
- Fire Station: 3740 Bridge Street NW

The appendixes listed below are an integral part of this Agreement:

Appendix 1	Equipment Covered
Appendix 2	Services Provided

Terms and Conditions are on pages 5 and 6 of our Agreement.



Price and Payment

The services described in the Agreement will be provided at the following location(s):

- City Hall: 23340 Cree Street NW
- Water Treatment Facility/Public Works: 4058 St. Francis Boulevard NW
- Wastewater Treatment Facility: 4020 St. Francis Boulevard NW
- Bottle Shop: 23307 St. Francis Boulevard NW
- Fire Station: 3740 Bridge Street NW

Beginning on the effective date of February 1, 2018 and continuing for a term of three years and any renewal periods, Purchaser agrees to pay Owens in advance Seven Thousand Five Hundred Dollars and No/100 (\$7,500.00) per year, to be invoiced semi-annually.

The General Terms and Conditions set forth on Pages 5 and 6 are part of this Agreement.

This Agreement supersedes all prior negotiations and, together with the Additional Terms and Conditions attached and all Schedules mentioned in and attached to this Agreement, forms the entire Agreement. Our General Terms and Conditions may not be waived, changed, or modified except by written instruments signed by an officer of OWENS COMPANIES.

Submitted By:

Cory Hakes
Technical Services Representative

CITY OF ST. FRANCIS

OWENS COMPANIES, INC.

Purchaser's Acceptance:

Seller's Acceptance:

Signature

Signature

Title

Title

Date

Date

Owens agrees that during the terms of this Agreement it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, or status with regard to public assistance and will include a similar provision in any sub-contracts made in connection with this Agreement.



Equipment Covered by the Agreement Appendix 1

LOCATION & TYPE OF EQUIPMENT	QUANTITY
CITY HALL,	
• Furnaces	4
• Condensing Units	4
WARMING HOUSE	
• Furnaces	1
• Condensing Units	1
FIRE STATION,	
• Furnaces	2
• Condensing Units	2
• Make-up Air Unit	1
• Unit Heaters	1
• Radiant Tube Heaters (burners)	5
WATER TREATMENT FACILITY	
• Furnace	1
• Condensing Units	2
• Mini Split Systems	2
• Make-up Air Handlers	1
• Unit Heaters	8
WASTEWATER TREATMENT FACILITY	
Fine Screen	
• Unit Heater	4
• Make-Up Air Units	6
Tertiary Building	
• Mini Split	1
• Make-Up Air Units	1
• Hot Water Boilers	2
Operations	
• Hot Water Boilers	2
• Make-Up Air Units	5
• Condensing Units	2
• Mini Split	1
• Air Handlers	2
• Unit Heaters	2
• ERVs	2
• Radiant Tube Heaters (burners)	3
BOTTLE SHOP	
• Furnaces	2
• Condensing Units	3



Services Included

Appendix 2

FURNACES/CONDENSERS/AIR HANDLERS/ FAN COILS/SPLIT SYSTEMS

- Fall start-up
- Check for fuel leaks
- Check venting system
- Check pilot
- Inspect heat exchangers
- Inspect fan pulleys and drives
- Inspect airside heat transfer surfaces
- Inspect fan wheels
- Spring start-up
- Inspect condensate drains
- Check refrigerant charge
- Leak test refrigeration system
- Complete compressor megohm test
- Inspect air cooled condensers
- Check expansion valve superheat
- Check solenoid valve operation
- Check condition of air filters
- Change air filters (customer provided)

MAKE-UP AIR UNITS

- Check burner profile plates
- Check flame safeguard system
- Check for fuel leaks
- Check venting system
- Check for cracked or corroded ignition and flame rod insulators
- Check and adjust burner and damper linkages
- Check air inlet screen

BOILER INSPECTIONS

- Inspect the combustion chamber, heat exchanger and burner tray components for signs of corrosion or deterioration
- Inspect each burner for damage or signs of deterioration
- Test pressure relief valve and check function
- Check for fuel leaks
- Check venting system
- Check fuel pressure at burner
- Check pilot
- Combustion analysis

OTHER SERVICES

- Visual inspection of exhaust fans
- Make service and repair recommendations



GENERAL TERMS AND CONDITIONS

1. **Access.** Purchaser agrees to furnish safe, free and timely access to all equipment and systems covered by this Agreement.
2. **Asbestos.** Purchaser understands and agrees that:
 - a) this Agreement does not include the detection, abatement, encapsulation or removal of asbestos or products or materials or equipment. In the event that Owens encounters any asbestos product or material in the course of performing its work, Owens shall have the right to discontinue its work and remove its employees from the project site, or that portion of the project site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated, or removed, and/or it is determined that no hazard exists; further, Owens shall receive an extension of time to complete its work, and/or comply with its obligations under this Agreement.
 - b) Owens may rely upon Purchaser's representations and warranties regarding asbestos and Purchaser's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Owens shall have no duty to identify, detect, or evaluate asbestos.

To the extent permitted by law, Purchaser shall defend, indemnify, and hold Owens harmless from any and all penalties, actions, liabilities, and damages arising from or relating to asbestos at this project site, including without limitation: installation, disturbance, or removal of any product containing asbestos or violation of governmental regulations relating to asbestos. Purchaser releases Owens from all claims and liability relating to asbestos at this project site, including claims for subrogation.

3. **Excluded Service.** This Agreement does not include the maintenance, repair, or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, water lines or non-moving parts such as ductwork, heat exchangers, evaporator and condenser tubes, evaporators, condensers, chilled water or steam coils, boiler shells, boiler tubes, and refractory material. In addition, Owens shall not be required to furnish any equipment or service or make any special tests that are recommended or required by insurance companies, governmental authorities, or equipment vendors.

4. **Limitation of Liability.** Owens shall not be liable for:
 - a) damage or loss resulting from freezing, corrosion, electrolysis, drain stoppage or plumbing, failure of any utility service, low voltage conditions, lightning, single phasing or other electrical abnormalities, and/or asbestos conditions as covered under 2. above;
 - b) damage or loss resulting from improper operation or misuse of equipment by Purchaser's employees, agents or tenants;
 - c) damage, loss, or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other cause beyond its control;
 - d) injuries to persons or damage to property except those directly caused by negligent acts or omissions of Owens employees;
 - e) expenses incurred in removing, replacing, or refinishing part of the building structure necessary for the performance of this Agreement; or
 - f) lost profits or other consequential damages, even if Owens has been advised of the possibility of such damages.

Continued on next page



GENERAL TERMS AND CONDITIONS

- 5. Exclusion of Warranties.** Purchaser understands and agrees that:
- services to be performed under this Agreement are not a guaranty against obsolescence or normal wear;
 - inspection shall not constitute an approval or guaranty of equipment condition or system design and performance; and
 - Owens has made no warranties, express or implied, and no representations, promises or statements with respect to the equipment, its performance or fitness.
- 6. Payment Terms.** This Agreement is subject to approval by the Credit Department of Owens. Terms are net 15 days from date of invoice. A 1-1/2% per month (or the maximum rate permitted by law) late payment charge will be applied to past due invoices.
- 7. Events of Default.** The occurrence of any of the following without the prior written consent of Owens shall constitute an event of default:
- failure by Purchaser to make any payment due to Owens within fifteen (15) days after the same becomes due and payable;
 - making of any alterations, additions, adjustments, or repairs to equipment by any party other than Owens;
 - assignment of this Agreement by Purchaser; or
 - breach by Purchaser of any other term of this Agreement.
- 8. Remedies.** Upon the occurrence of any event of default or at any time thereafter, Owens may:
- refuse to furnish service to Purchaser;
 - terminate this Agreement by notice to Purchaser; and
 - exercise and enforce all other rights and remedies available to Owens.
- 9. Duration and Termination.** This Agreement shall begin on the effective date and continue for the term stated herein. Thereafter, this Agreement shall be automatically renewed and shall continue in effect for successive renewal periods of one year unless either party shall give the other written notice of termination not less than 30 days prior to the expiration of the initial term hereof or any subsequent renewal period.
- 10. Price Adjustment.** Owens reserves the right to change the price payable for services hereunder during any renewal period by notice to Purchaser at least 30 days prior to the expiration of the initial term hereof or any subsequent renewal period.
- 11. Notices.** All notices and demands hereunder shall be in writing and shall be deemed given and sufficiently given when personally delivered or mail by United States mail, postage prepaid, to the address indicated on the first page hereof or such other address as either party may hereafter designate by notice to the other.
- 12. Miscellaneous.** This Agreement contains the entire understanding of Purchaser and Owens and supersedes all prior negotiations, agreements, and proposals concerning similar services. A modification, amendment, release, or waiver of any provision of this Agreement shall be effective only if made in writing and signed by the parties to be bound thereby. The term "this Agreement" includes any future amendment made in accordance herewith. No delay or failure by Owens in the exercise of any right or remedy shall constitute a waiver thereof. This Agreement shall be governed by the laws of the State of Minnesota.

YALE

M E C H A N I C A L

HVAC • PIPING • SHEET METAL • MILLWRIGHT • PLUMBING

PREVENTIVE MAINTENANCE AGREEMENT

This Agreement is between Yale Mechanical, hereinafter referred to as "Yale", and City of St. Francis, hereinafter referred to as "Customer".

City of St. Francis
4058 St. Francis Blvd NW
St. Francis, MN

Contact: Paul Telcher
Telephone Number: 763-490-5572

Proposed: March 7, 2018

Agreement Numbers: S18-0526 Number of Pages: 7

LOCATION OF WORK

MULTIPLE SITES - SEE ATTACHED AGREEMENT SUMMARY

SCOPE OF SERVICES

<u>Maintenance Program Options</u>	<u>Included</u>	<u>Service Options</u>	<u>Included</u>	<u>Payment Options</u>	<u>Selected</u>
SSM-Seasonal Start-up Maintenance	<input checked="" type="checkbox"/>	FS-Filter Service	<input checked="" type="checkbox"/>	Quarterly	<input checked="" type="checkbox"/>
FCI-Filter Change & Visual Inspection	<input type="checkbox"/>	BS-Belt Service	<input checked="" type="checkbox"/>	Monthly	<input type="checkbox"/>
MSM-Mid Season Maintenance	<input type="checkbox"/>	CCC- Condenser Coils Cleaned	<input checked="" type="checkbox"/>		
<u>Extended Program Options</u>		ECC- Evaporative Coils Cleaned	<input type="checkbox"/>		
FL-Full Labor	<input type="checkbox"/>	COA-Compressor Oil Analysis	<input type="checkbox"/>	Semiannually	<input type="checkbox"/>
FC-Full Coverage	<input type="checkbox"/>	WS-Water Treatment Service	<input type="checkbox"/>	Other	<input type="checkbox"/>
BOS-Boiler Operation Services	<input type="checkbox"/>	Custom Service	<input type="checkbox"/>		
FOS-Facility Operation Services	<input type="checkbox"/>				
BAS-Building Automation/Control Sys	<input type="checkbox"/>				

The above selected Services are described in detail on the attached schedules.

TERMS

See attached agreement summary for the price breakdown per site.

***Subject to applicable sales tax as outlined in the Minnesota Department of Revenue Fact Sheet 112.

This Agreement shall be in effect from April 1, 2018 through March 31, 2020. Notice not to renew must be delivered at least 30 days prior to the end of the Agreement term. Renewal price adjustments are specified in Terms and Conditions.

During the term of this Agreement and for a period of three years following its termination or expiration, the Customer agrees to hold confidential and not disclose to any third party all materials, manuals, proposal documents, service plans, and agreements that Yale provides or makes available to Customer.

The attached Terms and Conditions, Schedule of Rates and Services, Schedule of Equipment and Agreement Summary are included as part of this Agreement as though specifically contained herein. This Agreement shall constitute the entire Agreement between Yale and Customer.

AGREEMENT APPROVAL

ACCEPTED BY: CITY OF ST FRANCIS

SUBMITTED BY: YALE MECHANICAL

Signature

Signature:  Brent O. Opitz, Business Develop. Mgr.

Name (Printed)

Title

Approved By: Ron Gundershaug, VP Service Division

Date:

Date: 
3/7/2018

Making Buildings Work Better Since 1939

CITY OF ST FRANCIS HVAC PREVENTIVE MAINTENANCE AGREEMENT S18-0526 SUMMARY

SITES	SPR	FALL	LABOR HOURS	RATE	LABOR DOLLARS	FILTERS / BELTS & MISC.	TOTAL ANNUAL LABOR AND MATERIALS	QUARTERLY AMOUNT	COMMENTS
Ops Building	8	12	20	\$ 122.00	\$ 2,440.00	\$ 100.00	\$ 2,540.00	\$ 635.00	
Water Treatment	4	4	8	\$ 122.00	\$ 976.00	\$ 40.00	\$ 1,016.00	\$ 254.00	
Pre-Treatment	1	2	3	\$ 122.00	\$ 366.00	\$ 20.00	\$ 386.00	\$ 96.50	
Chursery Building	6	4	10	\$ 122.00	\$ 1,220.00	\$ 40.00	\$ 1,260.00	\$ 315.00	
Fire Department	2	6	8	\$ 122.00	\$ 976.00	\$ 70.00	\$ 1,046.00	\$ 261.50	
Influent Lift Station	2	0	2	\$ 122.00	\$ 244.00	\$ 20.00	\$ 264.00	\$ 66.00	
City Hall	3	1	4	\$ 122.00	\$ 488.00	\$ 40.00	\$ 528.00	\$ 132.00	
Ice Rink	1	0.5	1.5	\$ 122.00	\$ 183.00	\$ 20.00	\$ 203.00	\$ 50.75	
Liquor Store	4	2	6	\$ 122.00	\$ 732.00	\$ 40.00	\$ 772.00	\$ 193.00	
Old Public Works	0	2	2	\$ 122.00	\$ 244.00	\$ 20.00	\$ 264.00	\$ 66.00	
TOTAL HOURS	31	33.5	64.5		TOTALS:	\$ 410.00	\$ 8,279.00	\$ 2,069.75	

AGREEMENT EFFECTIVE DATE: 4/1/18 THROUGH 3/31/20

YALE WILL PERFORM CONDENSER COIL CLEANING WITH CUSTOMER SUPPLIED WATER

TERMS AND CONDITIONS

MAINTENANCE PROGRAM OPTIONS

- Seasonal Start-up Maintenance:**
Includes preventive maintenance of Covered Equipment per the Service Plan. The Service Plan includes a detailed list of tasks used by the technician to provide the particular Seasonal Start-up Service.
- Filter Change and Visual Inspection:**
Includes scheduled filter change and cursory inspection of the Covered Equipment.
- Mid Season Maintenance:**
Includes visual checks of Covered Equipment per the Service Plan. The Service Plan includes a detailed list of tasks used by the technician to provide Mid-Season Maintenance.

EXTENDED PROGRAM OPTIONS

All services described above will be performed during Yale's normal working hours, unless the following options is included in is Agreement:

- 24/7 Extended Service Option:**
Yale will provide response 24 hours per day, 7 days a week, (including Holidays and weekends). Should a defect be found during an Extended Service visit that Yale is not responsible for under this Agreement, Customer agrees to pay Yale the standard fee charged by Yale for any services rendered.
- Full Labor:**
Includes labor to perform Scheduled Service Visits and Repair Labor as defined in this Agreement necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts.
- Full Coverage:**
Includes Repair Labor and Repair Material necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence or unavailability of parts. Yale may choose to replace Repair Materials that indicate eminent failure if such repairs will avoid additional costs or equipment shutdown. At Yale's option, Repair Materials may be new, used, or reconditioned so long as OEM integrity is maintained. All Repair Materials are covered by the warranty as described below. It is mutually agreed that any Full Coverage agreement covers only integral operating devices inside the Covered Equipment as per the attached Schedule of Equipment and does not include the Service Labor for ductwork, flue pipe, electrical or plumbing work, balancing beyond the unit, or other nonmaintainable parts.
- BOS - Boiler Operations:**
Yale will provide boiler operational inspection as per attached Agreement Summary
 - Yale will post the required level of Boiler Operating License as determined by the State of Minnesota Boiler Operating Code
- FOS - Facility Operations Services:**
Yale will provide onsite facility engineering as determined by the attached Agreement Summary
- BAS - Building Automation /Control Services:**
Yale will provide Building Automation/Control Services as determined by the attached Agreement Summary

SERVICE OPTIONS

Service Options includes the following selected options:

- FS - Filter Service:**
Yale will change filters as per attached Agreement Summary
 - Filters supplied by Yale
 - Filters supplied by Customer
 - Pleated Filters
 - Other Filters
- BS - Belt Service:**
Yale will change belts as per the attached Agreement Summary
 - Belts supplied by Yale
 - Belts supplied by Customer
- CCC - Condenser Coil Cleaning:**
Yale will clean condensers as per attached Agreement Summary
 - Pneumatic (high volume air)
 - Water (Customer supplied water pressure)
 - Chemicals included
 - Split condensers and wash as needed
*Customer will hold harmless Yale for work-hardened related leaks

The Customer understands, in order to thoroughly clean the condenser coils at this facility, it may be necessary to separate them. In this process, the return bends of the condenser coils can become work-hardened and may in time create refrigerant leaks beyond the control of Yale. The Customer agrees to hold harmless Yale for such repairs.
- ECC - Evaporative Coil Cleaning:**
Yale will clean evaporative coil as per attached Agreement Summary
- COA - Compressor Oil Analysis:**
Yale will sample, test and report metallurgical oil analysis or Semi-hermetic compressor per attached Agreement Summary
- WS - Water Treatment Service:**
Yale will supply and administer water treatment services, including sampling, testing and recommendations for proper water treatment of the system
- CS - Custom Service:**
Yale will provide services designed to meet Customer's specific requirement as per attached Agreement Summary or services (i.e., pneumatic control calibration, steam trap testing, air balancing, air quality, RPZ/backflow certification, thermal imaging, eddy current testing, etc.)

The above selected services will be performed on a scheduled basis for the Covered Equipment.

CUSTOMER RESPONSIBILITIES

The Customer represents and warrants that, to the best of Customer's knowledge, all Covered Equipment is in good working condition and that the Customer has given Yale all information of which Customer is aware or reasonably should be aware concerning the condition of the Covered Equipment. If replacement or alterations to the building structure or equipment housing are required for access to service or repair, such services shall be furnished to Customer at an additional cost.

The Customer agrees that, during the term of this Agreement, the Customer will:

Maintain clear and safe access to Covered Equipment and provide timely access to secured areas when required;

Operate the Covered Equipment according to the Manufacturer's recommendations;

Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer or Yale;

Provide a safe and adequate environment for Covered Equipment as recommended by the manufacturer, required by law or as may be recommended (without any duty to so recommend) by Yale, including adequate space, electrical power, air conditioning and humidity control;

Notify Yale immediately of any equipment malfunction, breakdown, or other condition affecting the operation of Covered Equipment;

Ensure that all Customer vendors, employers and agents are adequately trained in operating the Covered Equipment;

Assume possession of all materials and substances used in normal maintenance, and shall have the responsibility of disposing of the materials and substances properly and in accordance with all applicable laws and regulations, unless otherwise included in this Agreement;

Allow Yale to start and stop, periodically turn off, or otherwise change or temporarily suspend utilities and operations so that Yale can perform the services required under this Agreement.

Pay all taxes or other government charges relating to the transfer, use, ownership, servicing or possession of any equipment relating to this Agreement.

Payment terms are net 10 days. The terms of this agreement shall become null and void upon the failure of Customer to render payment to Yale within thirty days of the invoice date. Any dispute between Customer and any landlord, underwriter, or other third party for the payment of any invoice, shall not be a cause for the delay of prompt payment by Customer. Delinquent amounts accrue interest at the rate of 1 ½ % per month.

REFRIGERANT POLICY

Customer and Yale agree to comply with any and all governmental laws or regulations concerning the proper handling of refrigerants including CFC's (Chlorofluorocarbons).

If repairs are required, Yale shall submit to Customer a written Refrigerant Leak Notification form describing the CFC leak problem in detail. This notification will be given to Customer by the attending technician at the time the leak is discovered. If Customer resides off-site, notification will be mailed.

In addition to the Refrigerant Notification Leak form, a Repair Proposal will be submitted to Customer where applicable for approval. Customer agrees to review proposal and make a decision on leakage repairs within five days from receipt of proposal. Yale will copy all notifications, proposals and repair decisions to all parties involved, including building owner(s), property/asset management, etc. Yale will only service buildings that operate within all governmental laws and regulations regarding refrigerants, and may at its option cancel this Agreement if Customer refuses to comply.

Customer agrees to maintain registration of equipment with all proper agencies, where applicable.

Refrigerant, compressors, and compressor oil disposal is *not included* in this Agreement. Disposal and/or storage of refrigerants will be at additional cost unless otherwise noted.

EXCLUSIONS

Yale services under this Agreement *do not include* and Yale shall not be responsible for:

Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper;

Calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error;

Service calls due to failures resulting from abuse or misuse of equipment, alterations, modification, or repairs to equipment not performed or provided by Yale;

The furnishing of materials supplies or services for painting or refinishing equipment;

Service calls resulting from attachments made to Covered Equipment or other equipment not covered by this Agreement;

Electrical work to the Customer's facility necessary to operate, maintain or repair the equipment;

The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

Service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather that is beyond what is prevented by Yale normal maintenance;

Repair or service made necessary by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by Yale;

Repair or service made necessary by the negligence of others, including but not limited to equipment operators and water treatment companies;

Repair or service made necessary by improper environmental conditions affecting equipment or electrical power fluctuations, and service calls required because Yale had previously been denied access to the equipment;

Identification, abatement, removal or disposal of hazardous wastes and substances. Hazardous wastes and substances remain the property and the responsibility of the Customer even when removed from equipment or replaced by Yale. The Customer shall be responsible for the proper storage, handling and disposal of hazardous wastes and substances. "Hazardous wastes and Substances" include, but are not limited to, used oil, contaminated or uncontaminated refrigerant, asbestos and PCB's;

Doors, gaskets, latches, and hinges of refrigeration equipment because of the special nature of this type of equipment. The Customer is responsible for the removal of all contents of walk-in and reach-in coolers for either maintenance, or service of the equipment; and

Changes to Covered Equipment, which in Yale's reasonable opinion, affects Yale's services or Yale's costs to provide such services.

YALE EQUIPMENT

Yale may provide tools, documentation, panels, or other control equipment in the Customer's building for Yale's convenience in performing Yale services. Such equipment shall remain Yale property. Yale retains the right to remove such items at any time during the term, or upon the termination of this Agreement.

INDEMNITY

Yale and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence, willful misconduct, or breach of this Agreement by the indemnifying party or its employees, contractors or agents.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE OR LOSS OF GOODWILL

FORCE MAJEURE

Yale shall not be liable for any work delays or interruptions in service that are caused by acts of God, strikes, disputes, wars, or any cause that is beyond Yale's reasonable control. Customer agrees to carry required fire, tornado, equipment and any other necessary insurance to protect from any such or related losses.

TERMINATION

In the event that either party hereto materially defaults in the performance of any of its duties or obligations under this Agreement (except for a default in payment to Yale as provided below) and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by given written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. In the event that Customer fails to make payment of any amounts due Yale hereunder within 15 days of due date, Yale may terminate this Agreement without notice.

In the event any court of competent jurisdiction determines or holds that any provision of this Agreement is unlawful, invalid, or unenforceable for any reason, then the parties hereto agree that such provisions of this Agreement shall be modified if and only to the extent necessary to render such provision enforceable and otherwise in conformance with all legal requirements. It is agreed that any legal action relating to this Agreement or the breach thereof by either party shall be commenced within one year from the date in which the cause of action occurred. In the event there is any litigation or arbitration between the parties concerning this Agreement, the successful party shall be awarded reasonable attorneys' fees and litigation or arbitration costs, including, but not limited to, the attorneys' fees and costs incurred in the collection of any judgment.

RENEWAL PRICE ADJUSTMENT

Yale will provide Customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than thirty (30) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of the Agreement, the adjusted price shall be the price for the renewal period. If Yale fails to timely provide such notice, the Agreement shall continue at the existing price, adjusted by previous year's increase in prevailing service consumer price index.

MISCELLANEOUS PROVISIONS

Any notice that is required to be given, under this Agreement must be in writing and sent to the party at the address noted on the first page of this Agreement.

This Agreement is the entire Agreement between Yale and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between Yale and the Customer. Any amendment or modification hereof must be in writing.

No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No express or implied consent to a breach of any provision of this Agreement shall constitute consent to any prior or subsequent breach.

The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

In the event that any term of any purchase order conflicts with, or is deemed to conflict with the terms of this agreement, the terms of this Agreement shall supersede such term of a purchase order. No term or condition included in the Customer's purchase order will have any force or effect.

Should any changes to relevant regulations, laws, or codes substantially affect Yale services or obligations, the Customer agrees to negotiate in good faith with Yale for appropriate changes to the scope or price of this Agreement or both.

Both parties reserve the right to cancel this Agreement if it is found to be unbeneficial to either the Customer or Yale. Cancellation shall be in writing at least 30 days in advance of the desired cancellation date. Customer will be responsible to reimburse Yale on a time and material basis for any and all services rendered including labor and materials expended to date that exceed the billings leading up to and including the cancellation date. All invoices will be due 10 days after invoice date.

The Customer shall reimburse Yale for sharp adjustments in the price of refrigerants. The customer will be invoiced for any increase over 10% of the base in any calendar year. Phase out and taxation of harmful CFC's are addressed in the "US Clean Air Act of 1990".

Any alteration to or deviation from this Agreement involving extra work and materials will become an extra charge over the sum stated in this Agreement to be provided on a time and material basis unless specified differently.

This Agreement is offered pending credit approval and may be withdrawn prior to acceptance for any reason without notice.

This Agreement and the rights and duties of the parties shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effect to its rules on choice of law.

YALE

M E C H A N I C A L

HVAC • PIPING • SHEET METAL • MILLWRIGHT • PLUMBING

SCHEDULE OF RATES AND SERVICES

**CITY OF ST. FRANCIS
EFFECTIVE APRIL 1, 2018**

HVAC SERVICES: Yale Mechanical service technicians are among the most highly trained and qualified technicians in our region. Qualifications include a two year HVAC Associates degree and five years apprenticeship concluding in certification of competency by examination in each field of expertise. Yale Mechanical service technicians attend continuous classes and training seminars and are certified in accordance with all state and municipal requirements.

MECHANICAL HVAC JURISDICTIONS: Expertise includes proficiencies in chilled water and direct expansion cooling systems, forced air heating and cooling, steam and hot water boiler systems, various fuel burning systems (including natural gas, oil, and propane systems), filtration and air purification, process refrigeration, electronic and pneumatic controls, humidification, ventilation, air handling systems, environmental test chambers, heat pumps, building automation systems, and data centers.

PLUMBING SERVICES: Service and repair of existing plumbing systems including medical gas systems, booster pumps, mixing valve stations, RPZ testing and rebuilding (which is mandated by the State of Minnesota), and more.

HOURLY SERVICE RATES - SEVEN-COUNTY METRO AREA - 24-HOUR/7-DAY SERVICE 952-884-1661

DAY	HOUR	RATE	RATE PER MANHOUR	
			NON-CONTRACT	CONTRACT RATE
Monday - Friday	8 AM - 4:30 PM	Regular	\$137.50	\$122.00
Monday - Friday	4:30 PM - 8 AM	Over time	206.25	183.00
Saturday/Sunday	8 AM - 4:30 PM	Over time	206.25	183.00
Saturday/Sunday	4:30 PM - 8 AM	Double time	275.00	244.00
Holidays	All Hours	Double time	275.00	244.00

TRUCK TRIP CHARGE PER MAINTENANCE	\$ 90.00	NONE
TRUCK TRIP CHARGE PER SERVICE CALL	\$ 90.00	\$ 45.00

TRAVEL TIME AT SAME RATE AS RELATED LABOR

RATE SUBJECT TO CHANGE WITHOUT NOTICE

OUTSIDE SEVEN-COUNTY METRO AREA MILEAGE IS 65 CENTS PER MILE

SERVICE CALLS (GENERAL & EMERGENCY) - ANY TIME OF DAY OR NIGHT: Call: 952-884-1661

ADDITIONAL SERVICES: Design/Build construction, remodels, retrofit and tenant finishing; Data Center systems, humidification/dehumidification; Millwright services including plant relocation, turnkey equipment settings, plant shut down and maintenance, and material handling.

Call Yale Mechanical for Your Next Construction or Millwright Project!

Making Buildings Work Better Since 1939

220 West 81st Street • Minneapolis, MN 55420 • TEL 952.884.1661 • FAX 952.884.0295 • yalemech.com

SCHEDULE OF INSPECTION AND MAINTENANCE

The following "Schedule of Inspection and Maintenance" shall be performed and/or furnished by Yale Mechanical under the provisions and limitations of this agreement and in connection with such equipment and systems as are listed on the "Schedule of Equipment."

1. COOLING SYSTEMS

SEMIANNUALLY

- A. Check sight glasses and moisture indicators.
- B. Check refrigerant controls.
- C. Check refrigerant level(s).
- D. Inspect and adjust drive belts as necessary.
- E. Replace faulty and worn belts.
- F. Leak test refrigerant system, if applicable.
- G. Check and adjust operation of refrigerant cycle.
- H. Check expansion, solenoid and other valves.
- I. Lubricate motor bearing as required.
- J. Test head and suction pressures of compressors.
- K. Check oil pressure and level, if applicable.
- L. Check operation of unloaders and adjust if required (if applicable).
- M. Inspect starters and contactors.
- N. Inspect condensate drain and pan, clean if necessary.
- O. Clean contacts on relays and contactors, if required.
- P. Remove, clean and replace all washable filters.
- Q. Replace throwaway air filters or media.

2. AIR COOLED CONDENSERS

SEMIANNUALLY

- A. Externally clean air cooled condenser surfaces.
- B. Lubricate fan and motor bearings as required.
- C. Inspect and adjust fan staging control, if required.
- D. Inspect, clean and adjust fan contactor as required.
- E. Inspect fan blades for stress cracks.
- F. Recommend bearing and/or shaft replacement, if required.
- G. Recommend chemical cleaning of condensing coils, if required.

3. HEATING SYSTEMS (FORCED AIR) & UNIT HEATERS

SEMIANNUALLY

- A. Inspect, test and adjust all operating and safety controls.
- B. Inspect and adjust burner and pilot as required.
- C. Clean burners and pilots.
- D. Inspect belts, adjust or replace as required.
- E. Check and adjust damper motors.
- F. Inspect heat exchangers for leaks, rust and flaking.
- G. Inspect and lubricate draft inducer fan.
- H. Inspect operation of high limit and fan switch.
- I. Recommend replacement of faulty heat exchanger, if required.
- J. Check operation on natural gas firing.
- K. Check for fuel leaks
- L. Remove and clean all washable filters.
- M. Replace throwaway air filters or media.

- | | |
|--|----------------------------|
| <p>4. <u>AIR HANDLING AND FAN COIL UNITS</u></p> <ul style="list-style-type: none">A. Lubricate and inspect motor bearings.B. Lubricate and inspect fan and blower bearings.C. Inspect and adjust drive belts as necessary.D. Replace faulty and worn drive belts.E. Clean fresh air intake screen as required.F. Inspect operation of all dampers, adjust if necessary.G. Check operation of freeze controls.H. Inspect coil surfaces, recommend cleaning as required.I. Inspect fresh air controls and settings, adjust if required.J. Clean and test condensate pan and drain.K. Remove and clean all washable filters.L. Replace throwaway air filters or media. | <p>SEMIANNUALLY</p> |
| <p>5. <u>DIRECT FIRED MAKE-UP AIR UNITS</u></p> <ul style="list-style-type: none">A. Inspect, test and adjust low temperature cutout.B. Inspect and lubricate fan bearing.C. Inspect belts, adjust or replace as required.D. Inspect, test, and adjust high limit control.E. Inspect and lubricate motor as required.F. Inspect and adjust fire capacity control.G. Check operation on natural gas firing.H. Check exhaust interlock controls.I. Check for fuel leaks.J. Remove and clean all washable filters.K. Inspect and clean burners as needed. | <p>SEMIANNUALLY</p> |
| <p>6. <u>ELECTRIC & PNEUMATIC TEMPERATURE CONTROL SYSTEMS</u></p> <ul style="list-style-type: none">A. Check all thermostat operations, settings and anticipators.B. Check operation of all damper motors and controls.C. Inspect all relay, contactor and starter contacts.D. Recommend replacement of contacts when necessary.E. Check operation of change-over switches and relays. | <p>SEMIANNUALLY</p> |
| <p>7. <u>OTHER EQUIPMENT AND SYSTEMS</u></p> <ul style="list-style-type: none">A. Inspect and lubricate all exhaust fans as required.B. Inspect all drive belts, adjust if required.C. Replace faulty or worn drive belts.D. Check operation of interlocks and gravity dampers. | <p>ANNUALLY</p> |
| <p>8. <u>ITEMS AND WORK EXCLUDED AND/OR NOT APPLICABLE</u></p> <ul style="list-style-type: none">A. Duct cleaning of heating, cooling and ventilating systems. | |

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: WARMING HOUSE

City/State/Zip: Saint francis

Contact Name: PARISH BATTEN

Phone: _____

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

- * Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____
- * Additional filter change trip charge \$ _____
- * Belts to be changed 1x/year, price per belt \$ _____
- * Techs per tune up/hours per tune up, * Heating _____ *Cooling _____
- * Lock box location _____ Code _____
- * Roof access _____ ladder _____ roof hatch (how high?)
- * Water access - Where _____ length of hose _____
- * Garbage dumpster on site or we dispose of _____
- * Specific parking requirements : _____
- * Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 234.00 per year, paid in full, monthly payments of \$ 19.50, or quarterly payments of \$ 58.50 upon
 Acceptance of Agreement

Customer Acceptance:

 Signature

 Print Name

 Acceptance Date

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 3740 bridge st Fire station

City/State/Zip: Saint francis

Contact Name: PARISH BATTEN

Phone: _____

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
- Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 3740 bridge st Fire station

City/State/Zip: Saint francis

Contact Name: PARISH BATTEN

Phone: _____

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

- * Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____
- * Additional filter change trip charge \$ _____
- * Belts to be changed 1x/year, price per belt \$ _____
- * Techs per tune up/hours per tune up, * Heating _____ *Cooling _____
- * Lock box location _____ Code _____
- * Roof access _____ ladder _____ roof hatch (how high?) _____
- * Water access - Where _____ length of hose _____
- * Garbage dumpster on site or we dispose of _____
- * Specific parking requirements : _____
- * Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 234.00 per year, paid in full, monthly payments of \$ 19.50, or quarterly payments of \$ 58.50 upon
 Acceptance of Agreement

Customer Acceptance:

 Signature

 Print Name

 Acceptance Date

- * Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____
- * Additional filter change trip charge \$ _____
- * Belts to be changed 1x/year, price per belt \$ _____
- * Techs per tune up/hours per tune up, * Heating _____ *Cooling _____
- * Lock box location _____ Code _____
- * Roof access _____ ladder _____ roof hatch (how high?) _____
- * Water access - Where _____ length of hose _____
- * Garbage dumpster on site or we dispose of _____
- * Specific parking requirements : _____
- * Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 1270.00 per year, paid in full, monthly payments of \$ 105.83, or quarterly payments of \$ 317.50 upon
 Acceptance of Agreement

Customer Acceptance:

 Signature

 Print Name

 Acceptance Date

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 23340 CREE ST NE *City hall*

City/State/Zip: ST FRANCIS

Contact Name: PARISH BATTEN

Phone: 1-320-333-6830

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

- * Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____
- * Additional filter change trip charge \$ _____
- * Belts to be changed 1x/year, price per belt \$ _____
- * Techs per tune up/hours per tune up, * Heating _____ *Cooling _____
- * Lock box location _____ Code _____
- * Roof access _____ ladder _____ roof hatch (how high?) _____
- * Water access - Where _____ length of hose _____
- * Garbage dumpster on site or we dispose of _____
- * Specific parking requirements : _____
- * Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 938.00 per year, paid in full, monthly payments of \$ 78.00, or quarterly payments of \$ 234.40 upon
 Acceptance of Agreement

Customer Acceptance:

 Signature

 Print Name

 Acceptance Date

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 4020 SAINT FRANCIS BLVD

City/State/Zip: Saint francis

Contact Name: PARISH BATTEN

Phone: _____

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

BUILDING SURVEY AND EQUIPMENT INFORMATION

<u>Equipment Type</u>	<u>Make</u>	<u>Model #</u>	<u>Serial#</u>	<u>Filter size/Qty</u>	<u>Belt size/ Qty</u>	<u>Price</u>
BOILER	VIESMANN	B2HB 57				149
BOILER	VIESMANN	B2HB,57				149
BOILER	VIESMANN	B2HB 57				149
BOILER	VIESMANN	B2HB,57				149
MINI SPLIT						149
MINI SPLIT						149
MINI SPLIT						149
TUBE HEATER						108
TUBE HEATER						108
TUBE HEATER						108
TUBE HEATER						108
TUBE HEATER						108
TUBE HEATER						108
UNIT HEATER						99
UNIT HEATER						99
UNIT HEATER						99
UNIT HEATER						99
AIR HANDLER WITH A/C						149
AIR HANDLER WITH A/C						149
ROOFTOP						220

- * Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____
- * Additional filter change trip charge \$ _____
- * Belts to be changed 1x/year, price per belt \$ _____
- * Techs per tune up/hours per tune up, * Heating _____ *Cooling _____
- * Lock box location _____ Code _____
- * Roof access _____ ladder _____ roof hatch (how high?)
- * Water access - Where _____ length of hose _____
- * Garbage dumpster on site or we dispose of _____
- * Specific parking requirements : _____
- * Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 2607.00 per year, paid in full, monthly payments of \$ 217.25 , or quarterly payments of \$ 651.75 upon
 Acceptance of Agreement

Customer Acceptance:

 Signature

 Print Name

 Acceptance Date

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
- Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 4020 SAINT FRANCIS BLVD ~~off~~ Wastewater

City/State/Zip: Saint francis

Contact Name: PARISH BATTEN

Phone: _____

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:
Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

* Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____

* Additional filter change trip charge \$ _____

* Belts to be changed 1x/year, price per belt \$ _____

* Techs per tune up/hours per tune up, * Heating _____ *Cooling _____

* Lock box location _____ Code _____

* Roof access _____ ladder _____ roof hatch (how high?)

* Water access - Where _____ length of hose _____

* Garbage dumpster on site or we dispose of _____

* Specific parking requirements : _____

* Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 1120.00 per year, paid in full, monthly payments of \$ 93.33, or quarterly payments of \$ 280.00 upon

Acceptance of Agreement

Customer Acceptance:

Signature

Print Name

Acceptance Date

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 10-10
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 23307 SAINT FRANCIS BLVD *BottleShop*

City/State/Zip: Saint francis

Contact Name: PARISH BATTEN

Phone: _____

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

* Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ 0

* Additional filter change trip charge \$ 0

* Belts to be changed 1x/year, price per belt \$ 0

* Techs per tune up/hours per tune up, * Heating _____ *Cooling _____

* Lock box location _____ Code _____

* Roof access _____ ladder _____ roof hatch (how high?)

* Water access - Where _____ length of hose _____

* Garbage dumpster on site or we dispose of _____

* Specific parking requirements : _____

* Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 468.00 per year, paid in full, monthly payments of \$ 39.00, or quarterly payments of \$ 117.00 upon
Acceptance of Agreement

Customer Acceptance:

Signature

Print Name

Acceptance Date

Peak Performance Commercial Maintenance Agreement

We agree to provide you with labor
For Two complete factory precision
Tune-up and professional
Cleanings semi-annually as
Described below for your Heating
And/or Air Conditioning equipment.

Technical Performance & Tune-up Procedures:

- * Clean and Check Condensing Coil
- * Test operation pressures
- * Test starting capabilities
- * Test and Adjust blower components
Test and Check safety controls
- * Clean condensate drain
- * Test voltage of motors
- * Test AMP draws on motors
- * Lubricate necessary moving parts
- * Test thermostat
- * Check for proper air flow
- * Measure temperature difference
- * Check expansion valve
- * Clean evaporator coil
- * Check/Adjust belts

Date: 1/5/18 Hours of operation M-F: 8-4
Sat/Sun: _____

Customer/Business Name: CITY OF SAINT FRANCIS

Address: 3921 Stark Dr NW *Water Plant*

City/State/Zip: ST FRANCIS

Contact Name: PARISH BATTEN

Phone: 1-320-333-6830

Fax: _____

Billing address if different:

Name: _____

Address: _____

City/State/Zip: _____

Months to be serviced:

Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec

We will provide you with emergency service 24 hours a day, 365 days a year through our emergency answering service and stand-by technicians. Diagnostic fees with a verified contract will be reduced from \$139 to \$99 and repairs will be discounted by 15% for parts and labor. It is our intention to provide exceptional service to keep your system in good operating condition.

BUILDING SURVEY AND EQUIPMENT INFORMATION

<u>Equipment Type</u>	<u>Make</u>	<u>Model #</u>	<u>Serial#</u>	<u>Filter size/Qty</u>	<u>Belt size/ Qty</u>	<u>Price</u>
MINI SPLIT		BRYANT		Wash	None	149
MINI SPLIT		BRYANT		Wash	None	149
Air Handler with A/C		BRYANT				220
FURNACE		BRYANT				117
A/C		BRYANT				117
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
UNIT HEATER		REZNOR				99
BELT						60

- * Filters to be changed 2x/bi-annual or 4x/quarterly, price per filter \$ _____
- * Additional filter change trip charge \$ _____
- * Belts to be changed 1x/year, price per belt \$ _____
- * Techs per tune up/hours per tune up, * Heating _____ *Cooling _____
- * Lock box location _____ Code _____
- * Roof access _____ ladder _____ roof hatch (how high?) _____
- * Water access - Where _____ length of hose _____
- * Garbage dumpster on site or we dispose of _____
- * Specific parking requirements : _____
- * Additional Notes: CUSTOMER TO CHANGE FILTERS

The total agreement price is \$ 1708.00 per year, paid in full, monthly payments of \$ 142.33 , or quarterly payments of \$ 427.00 upon
 Acceptance of Agreement

Customer Acceptance:

 Signature

 Print Name

 Acceptance Date

TO: Joe Kohlmann, City Administrator
FROM: Paul Teicher, Public Works Director
SUBJECT: WETT Program Student Internship
DATE: 04-02-2018

OVERVIEW:

Two current student in the Water Environment Technologies Program approached the Public Works Department and asked if they could do a 2 week internship with the City in the Wastewater Department. An internship is required for all students enrolled in the WETT program. Our wastewater treatment plant is suitable for the proper training experience and meets the educational needs of the students enrolled in the program. The City is able to provide a site where students can learn and develop skills needed to gain entry into the field of water and wastewater treatment. Having the opportunity to teach and develop future operators is an exciting endeavor.

ACTION TO BE CONSIDERED:

Council is asked to consider authorizing the Public Works Director sign agreements with St Cloud Technical and Community College for student training experience/internship.

BUDGET IMPLICATION:

None: This is an unpaid internship.

Attachments:

- Memorandum of Agreement

STUDENT'S NAME PAUL RICE

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD TECHNICAL AND COMMUNITY COLLEGE

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud Technical and Community College; 1540 Northway Drive; St Cloud, Minnesota ("the College/University") and

The City of St. Francis MN ("the Facility"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a Water Environment Technologies Program (the "Program") for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility that will support the student's occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
- c. discuss with the Facility any problems or concerns arising from the student's participation.
- d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
- e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
- f. assist in the evaluation of the student's performance in the training experience.

2. **The Facility agrees to:**

- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
- b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
- c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
- d. sign the weekly work report to verify the student's attendance.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from April 9, 2018 or when fully executed, and shall remain in effect until April 20, 2018. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized

Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

FACILITY

**Minnesota State Colleges and Universities
St. Cloud Technical and Community College**

Name: Paul TEICHER

Name: _____

Authorized Facility Representative

Dean: _____

Title: Public Works Director

Date: _____

Date: _____

AS TO FORM AND EXECUTION

Signature: _____

Phone Number: 763-235-2304

By: (authorized College/University signature)

Title: _____

Date: _____

ATTACHMENT A
STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: St. Cloud Technical and Community College

Name of College/University Program ("the Program"): Water Environment Technologies

Type of Training Experience/Internship: INTERNSHIP

Dates of Training/Internship: April 9 – April 20, 2018

Student's Name: Paul Rice Phone #: 612-325-8993

Average number of hours to be worked by the Student each week: 40

Facility Name and Address: ST FRANCIS WASTEWATER TREATMENT PLANT 4020 St. Francis Blvd NW

Location Where Training will Occur (if different from Facility's Address above):

Report to 4058 St. Francis Blvd NW St. Francis MN 55070

Facility Representative's Name: PARISH BARTEN Phone #: 1-320-333-6830

Activities/Job tasks and skills the Student will learn:

Treatment plant operations, safety rules, lab sampling – handling – and analysis, report writing, completion of standardized forms, Sludge disposal and operation, SCADA systems, locates, Maintenance of facilities and equipment, data logging, calculations and evaluation, trouble shooting and problem solving, lift station operation and control, sanitary sewer system maintenance, and other daily/routine operations of city utility workers

Tools and Equipment the Student will use:

Normal tools and equipment utilized on a daily basis by city employees. Such tools and equipment may include: various hand and power tools, operation of vehicles (trucks, mowers, loaders, rodders, etc), lab equipment, electronic monitoring devices, and other various equipment standard in the industry.

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and

3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and
4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: _____

Student's Name (please print): _____

Date: _____

St. Cloud Technical and Community College, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.

INTERNSHIP PROGRAM
April 9 – April 20, 2018 Spring Semester

WASTEWATER TREATMENT

FACILITY NAME: St. Francis Public works

SUPERVISORS NAME(S): PARISH BARTEAU

SUPERVISOR MAILING ADDRESS **(INCLUDE ZIP CODE):**
4058 ST Francis Blvd NW
ST. FRANCIS MW 55070

WORK PHONE #: 763-233-5200

ADDRESS OF WORK SITE – if different than above **(INCLUDE ZIP CODE):**

INTERN NAME: Blake woiel

INTERN CONTACT NUMBER: 763-318-9455

IN CASE OF EMERGENCY CONTACT: NAME, NUMBER, ADDRESS, ZIP

ALL INFORMATION LISTED MUST BE PROVIDED PRIOR TO SUBMITTAL TO THE INSTRUCTOR. REMEMBER TO ASK FOR THE NECESSARY INFORMATION, INCLUDING ZIP CODES, WHEN YOU CONTACT YOUR POTENTIAL SPONSERS. BE PLEASANT AND THANK THEM FOR THEIR TIME EVEN IF YOU ARE TURNED DOWN.



STUDENT'S NAME Blake Wojcik

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD TECHNICAL AND COMMUNITY COLLEGE**

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud Technical and Community College; 1540 Northway Drive; St Cloud, Minnesota ("the College/University") and The City of St Francis, MN ("the Facility"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a Water Environment Technologies Program (the "Program") for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility that will support the student's occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student's participation.
 - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
 - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
 - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
 - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
 - d. sign the weekly work report to verify the student's attendance.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from April 9, 2018 or when fully executed, and shall remain in effect until April 20, 2018. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ["the Act"]) that classify the College/University's written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized

Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

FACILITY

**Minnesota State Colleges and Universities
St. Cloud Technical and Community College**

Name: Paul TEICHER

Name: _____

Authorized Facility Representative

Dean: _____

Title: Public Works Director

Date: _____

Date: _____

AS TO FORM AND EXECUTION

Signature: _____

Phone Number: 763-235-2304

By: (authorized College/University signature)

Title: _____

Date: _____

ATTACHMENT A
STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: St. Cloud Technical and Community College
 Name of College/University Program ("the Program"): Water Environment Technologies
 Type of Training Experience/Internship: Wastewater Treatment Plant Operations
 Dates of Training/Internship: April 9 - April 20
 Student's Name: Blake Witek Phone #: 763-318-9455
 Average number of hours to be worked by the Student each week: 40
 Facility Name and Address: ST FRANCIS WASTEWATER TREATMENT PLANT 4020 ST. FRANCIS BLVD NW
 Location Where Training will Occur (if different from Facility's Address above):
Report to 4058 ST FRANCIS BLVD NW ST FRANCIS MIN 55070
 Facility Representative's Name: PARISH BARTEN Phone #: 1-320-333-6830

Activities/Job tasks and skills the Student will learn: Daily operation and maintenance of 0.814 MGD EXTENDED AERATION w/tertiary treatment WASTEWATER PLANT. + Lift Stations.

Tools and Equipment the Student will use:
Lab Equipment, Sampling Equipment, Process Control Equipment, Computers, SCADA.

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and
4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and

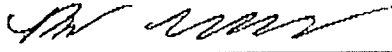
- 6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
- 7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: 

Student's Name (please print): Blake Woidt

Date: 3-25-18

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

St. Cloud Technical and Community College, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.

Community Development

Annual Report

2017



Respectfully Submitted by:

Kate Thunstrom

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23340 Cree Street NW
St. Francis, Minnesota 55070
763-753-2630
FAX 763-753-9881

April 1, 2018

Mayor and City Council:

The core functions of Community Development include Building Code and Inspections, Planning and Zoning, Economic Development, Communications, Code Enforcement, Rental and Vacant Housing programs. Although these functions are related they each have a separate responsibility for the City as a whole. The department had several changes over the last year beginning with a change in the Building Official, a new City Planner and the addition of a Community Development Assistant. These positions all work closely together to keep St. Francis competitive and successful in its development needs. The Community Development Department continues to promote and grow economic and housing development through building, marketing and community engagement. These efforts were accomplished in 2017 through planning and construction.

As we are in a strong housing market the City was fortunate to see old lot inventory developed and additional requests for the platting and new lots. Working with HKGi on a first ever redevelopment plan that actively engaged the citizens on their vision of the future of St Francis created the St. Francis Forward Plan. This plan will continue to guide the City towards organized development. New commercial growth was started and will continue to move forward in 2018 and 2019 bringing jobs and retail opportunity to the area.

I am pleased to provide this report to you about the activities performed in the Community Development Department in 2017.

Regards,

Kate Thunstrom

Economic Development

The department continues to work with projects, new concept and in progress, for successful commercial growth. Here is an update on the status of the following projects:



- **Kwik Trip** – land was acquired and old buildings have been demolished. The city will see a new store during the 2019 calendar year. A clear timetable for construction is expected in the fall of 2018.
- **Meridian Behavioral Health**– a CUP is required for this project. Although they had started this process they withdrew their application while they made site plan improvements. Tentatively they may be back this summer.
- **Senior Living Project** – PUD approved for 229th Avenue Site. TIF funding not approved until applicant secures additional documentation.
- **4201 STF Blvd** – the City has been reviewing design plans. A bike shop with a track is tentatively proposed.
- **23xxx STF Blvd** – waiting for design plans, one to four unit commercial development.
- **3518 Bridge Street** – property remains for sale. Requests to purchase the property have come in but have been for uses that are outside of the redevelopment plan or not eligible for the zoning district. Staff is working on a proposal for City Council to facilitate redevelopment.
- **Downtown Redevelopment** –
 - Demolition of 3757 Bridge Street to occur April or May 2018
 - City continues to work with owners of 3731 Bridge Street on the acquisition and demolition.
- **Verizon Tower** – the City approved an additional cellular service tower to increase service on the west side of town where reports of poor or weak service was identified.

St. Francis Forward:

- **Complete** – housing infill on Hwy 47 (Woodhaven)
- **Complete** – Commercial redevelopment on Hwy 47(Kwik Trip)
- *Progress* - Commercial growth on Hwy 47 (Bike Shop and commercial development)
- *Progress*- Housing infill on Hwy 47 Meadows Townhome/Meridian
- *Progress* – Housing Infill on Bridge Street
 - Property acquisition and demolition at 3757 Bridge Street
 - Council approved purchase and progress on 3731 Bridge Street
- *Progress* – Riverfront Destination
 - Staff work session with Council to determine steps towards redevelopment on April 9th
- *Progress* – Bridge Street Extension
 - Staff meetings with MNDot
 - Joint letter from City and School District

Economic Development Initiative:

- Anoka County, Connexus Energy, Metro North Chamber and several cities participating together to improve economic development as a region. St. Francis staff sit on the Steering Committee of this initiative.
- Study was conducted by a national economic development firm and three goals were identified:
 - Address and Work to change the perception of Anoka County, among stakeholders, partners and development, potential talent, etc.
 - Ensure Anoka County is ready for development from both a talent and product (sites and buildings) perspective
 - Clearly define roles within the county, as well as with regional partners, as it relates to marketing, incentives, business retention and expansion.
- Three Subcommittees were created to address the goals
 - Marketing and Differentiation, St. Francis staff are participants
 - Readiness: Talent & product
 - Alignment and Regionalism
- Benefits to all cities involved
 - Exposure to developers and site selectors
 - Unified brand for our region that will be recognizable
 - Accessible source of data and resources
 - Economic benefit to all communities in the form of either employment, households, rooftops, retail designations and tax base
 - Alignment of cities to work cohesively with Anoka County, Greater MSP, State of Minnesota, DEED.
- Current actions moving this forward
 - Anoka County is hiring a dedicated staff person that will be overseen by City governing committee
 - A business perception survey was launched to seek input from local stakeholders
 - Creation of a logo, tagline and graphic standards for regional profile and collaborative website.

Housing Development

Housing continues to be strong in growth in St. Francis. According to market data provided by the Minneapolis Area Association of Realtors, St. Francis was identified as one of the top areas for new construction market shares. Meaning that a high percentage of our real estate sales was generated by new construction. St Francis had 227 total closed sales in 2017 with an average of 56 days on the market. The median sales prices in St. Francis has climbed 40% since 2013 and is currently at \$210,350. The new housing development opportunities are encouraged and should feel confident with our current statistics.



- **Rivers Edge Development** – preliminary plat for Phase 1 to be reviewed at Council April 2nd, within the water/sewer district. Final plat to move through Council and begin construction by July. Local builders are waiting for the lots to become available due to low inventory in other subdivisions. Total housing gain of 112 units.

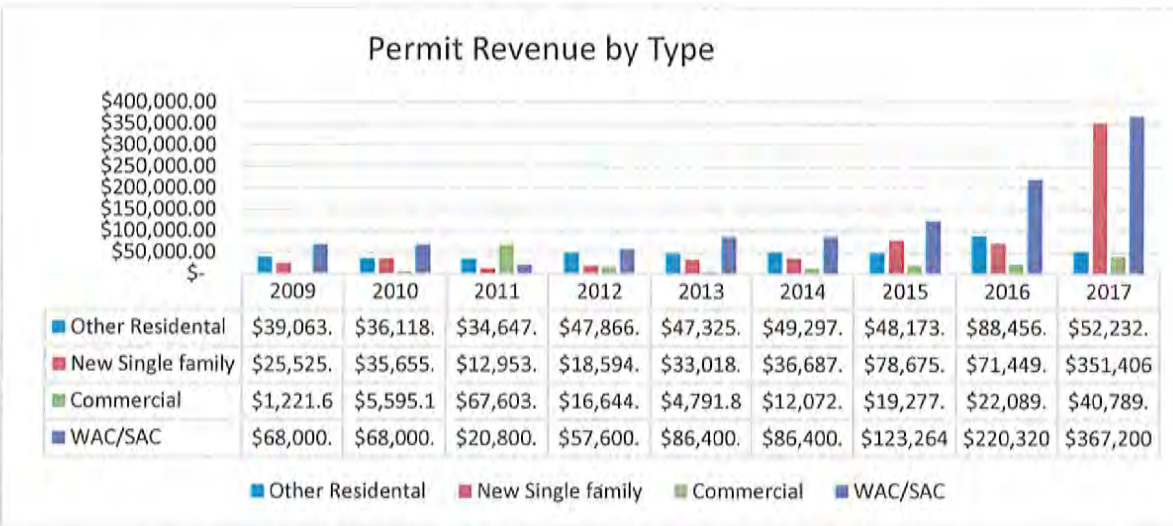
- **Woodhaven Expansion** – CUP is approved for the expansion and the Administrative Subdivision has been completed to combine the lots. Total housing gain of 55 units.
- **Stone Ridge Townhomes** – a variance to be reviewed at Council April 2nd, construction of six two unit attached townhome buildings within the water/sewer district. Total housing gain of 12 units.
- **Meadows Townhomes** – two units have been completed and two additional units should be completed this spring/summer. The City will recapture the remaining empty lots due to failed performance of the developer. The recapture is working its way through the legal process.



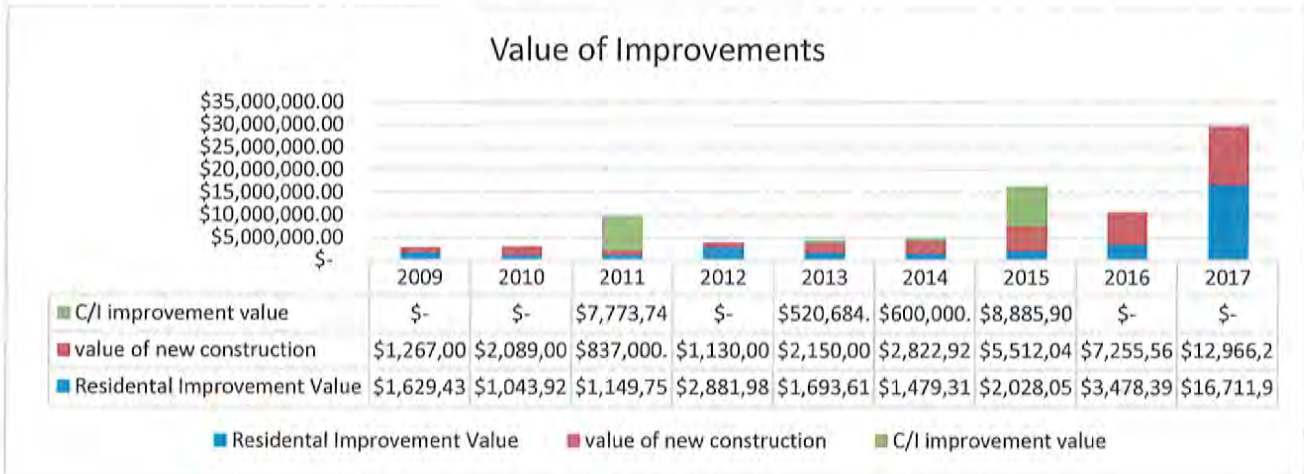
The city is fortunate have the various types of development moving forward to address life cycle housing needs. Projects such as Rivers Edge offer housing from slab on grade townhomes, family housing and large value river homes. Woodhaven can be identified as a workforce housing option. Projects such as Stone Ridge and Meadows will offer the convenience of townhome living with the opportunities to serve families and seniors.

Building Department

Building permit revenue continues to rise with the increased growth in new housing, zoning permits for items such as driveways and fences and commercial remodeling. Building and zoning fees are set through the fee structure. Fees are collected to support the water and sewer connections, site plan review, engineering review, zoning review and building inspection needs.



Each permit brings a value to the community through improvement. New construction is the most visible value added as you see the new unit or opportunity. When a home owner or commercial business remodels it supports the sustainability and ongoing value of that structure. Home owners continue to invest in improvements keeping our existing housing stock in marketable conditions.



Code Enforcement

Enforcement in an ongoing function of staff. The City of St. Francis works on a complaint basis.



2017 Number of complaints: 49
Number of complaints resolved: 36

Most frequent complaints reported to the City are related to junk, debris and vehicle issues. Unresolved cases include issues related to the nuisance properties, an unauthorized dog kennel and vehicle issues.

Conversations about how to link recycling programs to the properties with junk and debris issues may be valuable. Education about city code and opportunities for clean-up may encourage more households to address these situations prior to requiring extensive staff time.

Properties under legal advisement:

- 23xxx Ambassador Blvd, nuisance property, BGS is processing an Administrative Search warrant to review the property condition and obtain opinion from Structural Engineer
- 22xxx Rum River Blvd, nuisance property - BGS is processing an Administrative Search warrant to review the property condition and obtain opinion from Structural Engineer

Code Language Changes and Additions

Each year codes are brought to the Council that require updates, revisions or changes due to land use or trends. Codes coming within the City and should be addressed carefully as they affect the City as a whole and are not made to benefit or discriminate against a certain project or person. The following codes were updated:

- Chickens, the City approved changes to the animal code to allow chickens on properties under five acres in size through a permit process.
- Peddlers, the City approved language to support the practice of peddlers licenses and review resident safety by those working within the City
- Rental Fees, the city restructured the rental fee amounts to decrease the overall fee and incorporate fees to specific property issues.

Other Administrative Activities:

- **Conditional Use (CUP) and Interim Use (IUP) Permits** - Staff has reviewed all CUP/IUP files to identify purpose and type. As these permits have not been addressed since 2009, the next step is to identify which permits are still in use. Once verification has been identified, individual inspections of each property will take place. Goals is to complete inspections in April and May.
- **Septic System**– This is another area in which administration fell behind in past years. The department has been working to update the number of properties that currently use a SSTS. As identified in the Newsletter, notices are being mailed to all properties out of compliance. More than 500 properties are beyond code and reporting compliance of pumping.
- **Rental Housing Licensing** – the 2018 renewals, even numbered addresses, are the first to be entered into PermitWorks to create a smooth licensing program. It has allowed staff to clean up the list and verify which properties were still under a rental status. Overall the City has 135 registered rental properties.
- **Vacant Property Registration** – with an improved market the number of vacant properties has declined to 15 being tracked by the City. The deterioration of a property has a community impact and many of those start with a vacant status. Two key vacant and blighted properties were removed in 2017, both on our Hwy 47 corridor.
- **PermitWorks**- 2017 was the first full year of building records within a dedicated software program. The ongoing role of this software will be to additionally track septic records, business licenses which include rental and code enforcement. Work on all the modules continues as we enter into 2018.
- **Rental Housing Market Study** – it was identified that St. Francis could support 194 of new general occupancy market rate rental housing and 27 to 35 affordable units between 2018 and 2023.
- **Retail Gap Market Study** – based on household growth trends and the distribution of existing retail space, there is a potential demand for approximately 25,000 sq. ft. of retail space in the City between 2017 and 2022
- **2040 Comprehensive Plan** – final steps on the document to be completed spring 2018 by HKGi.
- **Marketing**- the city participated in two events in October. First was a County wide event that offered brokers and developers an opportunity to hear about development specific to Anoka County. Second was the City occupied a booth at the Minnesota Commercial Association of Realtors event in Minneapolis. This connected the city to various brokers and developers.

*Auto filled
Address*

**Notice to Property
Subsurface Treatment Systems – SSTS – Septic System
Maintenance Record Request**

Property owners are responsible to ensure ongoing system maintenance with subsurface systems. The owner of a property which has one or more sewage tank or tanks, shall regularly but not less frequently than every three years, inspect the tanks(s) and measure the accumulation of sludge and scum or have pumped by an individual licensed to do such work in the State of Minnesota.

You are receiving this notice as your property has not reported maintenance information within three years. Information of pumping needs to be reported as soon as possible to City Hall.

- ❖ If you **have** had your maintenance completed between July 1, 2015 and April 1, 2018 please submit the following:
 1. Documentation identifying the date, contractor and maintenance completed
 2. \$20.00 fee

Please note, the future compliance date will be reflective of the date of the maintenance inspection and not the date the city has received notice.

- ❖ If you **have not** had your maintenance completed within the dates listed above, the following must be completed **no later than June 28, 2018**
 1. Contact a State Licensed maintenance operator
 2. Complete a Subsurface Treatment System (SSTS) Maintenance Record with the Maintenance Operator
 3. Submit fee of \$20.00 with completed Maintenance Record.

The required Subsurface Treatment System (SSTS) Maintenance Record is available online at <https://www.stfrancismn.org> > Your Government > Building, mid page for forms. The Maintenance record can also be obtained from City Hall by contacting 763-753-2630.

We thank you for your cooperation,

Sincerely,

Mike Creelman
mcreelman@stfrancismn.org