

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

ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

April 16, 2018

4115 Ambassador Blvd. NW  
ISD #15 Central Service Center (District Office)

5:30 PM

1. Call to Order
2. Roll Call
3. Approve Minutes of **November 6, 2017**
4. Approval of the Agenda
5. New Business
  - a. Annual Report
  - b. Acceptance of bids and selection for contract of 3757 Bridge Street Demolition
  - c. Consideration of property acquisition
6. Other Reports
7. Adjourn

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

**ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES**

**Monday, November 6, 2017**

**4115 Ambassador Blvd, NW  
ISD #15 Central Service Center (District Office)**

**5:00pm**

1. Call to order: EDA called to order at 5:00pm  
By President Mike Rodger
2. Roll Call  
Present: Robert Bauer, Sarah Udvig, Mike Rodger, Joe Muehlbauer,  
Also Present: City Administrator Joe Kohlmann, Community Development Director  
Kate Thunstrom,  
Absent: Brenda Pavelich-Beck, City Attorney Scott Lepak
3. Approve Minutes of August 07, 2017  
Motion: Joe Muehlbauer  
Second: Sarah Udvig  
Motion Carried: (4-0)
4. Approval of the Agenda  
Motion: Robert Bauer  
Second: Joe Muehlbauer  
Motion Carried: (4-0)
5. Public Hearing  
None
6. New Business
  - A. Acquisition of real property for development, 3731 Bridge Street
    - a. Approval to acquire the parcel, no action needed.
    - b. Request to Council for the transfer of Liquor Fund Revenues to the EDA for the purpose of the acquisition and demolition of the property.  
Motion: Robert Bauer  
Second: Sarah Udvig  
Motion Carried: (4-0)
    - c. Resolution 2017-03 Resolution Approving the purchase of Property and Granting Signatory Authority  
Motion: Joe Muehlbauer

Second: Sarah Udvig  
Motion Passed: (4-0)

B. Meadows Townhome Performance and Development

- a. Review performance situation, Community Development Director Kate Thunstrom explained to the EDA the predetermined building requirements, and how the development has not progressed. The EDA also discussed pros and cons of moving forward to reclaim the property.
- b. Resolution 2017-04 Resolution declaring breach of covenant, Authority to seek a judicial decree and cancellation of deed and/or agreement.

Motion: Robert Bauer  
Second: Mike Rodger  
Motion Passed

7. Other Reports: None

8. Motion: Sarah Udvig  
Second: Mike Rodger  
To Adjourn @ 5:43pm

Submitted by,

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Robert Bauer, Secretary

ANNUAL REPORT 2017



Respectfully Submitted

By

Kate Thunstrom, Executive Director

## Economic Development Authority Annual Report 2017

The Economic Development Authority had four meetings in 2017. The meetings were held on the following dates:

January 17<sup>th</sup>, 2017

July 17<sup>th</sup>, 2017

August 7<sup>th</sup>, 2017

November 6<sup>th</sup>, 2017

**At the January 17<sup>th</sup>, 2017 Meeting**, the EDA considered the business subsidy request by LeGen Companies for a Senior Health Care Facility. The City was working with LeGen on a PUD land use project to construct 81 units of senior living and memory care. LeGen had submitted an application in collaboration with Walker Methodist requesting a TIF district be created to allow for the subsidy to provide gap assistance with his project

The EDA recommended the application and public hearing to Council to move forward on TIF assistance.

**At the July 17<sup>th</sup>, 2017 Meeting**, the EDA was presented with information from Joe Kohlmann, City Administrator that the City had made the decision to exercise its option to prepay the Authority Bonds. Proceeds of the City Bonds will be used to prepay the Lease Payments and acquire the Site and the Facilities, and the Authority will use the proceeds derived from the sale of the Site and the Facilities to the City to debase, redeem, and prepay the outstanding Authority Bonds

The EDA adopted Resolution 2017-01 providing for the Redemption and Prepayment of the Authority's Outstanding Public Project Lease Revenue Bonds, Series 2012A

**At the August 7<sup>th</sup>, 2017 Meeting**, the EDA reviewed the potential benefits of acquiring a property within the Bridge Street corridor for the purposes of redevelopment. The property located at 3757 Bridge Street was for sale and the City had the opportunity to begin land banking for the purpose of redevelopment efforts in creating the downtown and completing steps within the St. Francis Forward plan.

The EDA approved staff to negotiate and close on the property located at 3757 Bridge Street, request funds from the Anoka County HRA/EDA and move forward with the steps necessary for demolition.

**At the November 6<sup>th</sup>, 2017 Meeting,** the EDA reviewed two items as it relates to real property.

Staff had been contacted by the owners located at 3731 Bridge Street in regards to the City's interest in acquiring their property and demolishing the structure. Staff had been working with this property in regards to code enforcement issues and the dilapidated structure. If the EDA was looking to acquire the property to continue the downtown redevelopment, the owners were interesting in further this conversation.

Staff was directed to move forward with the acquisition and closing of the property and request Council to allocate funds from the Liquor Fund Revenues to support the projects acquisition and demolition.

The Meadows Townhome project had been sold a year prior with development requirements. The developer had sold lots to a private contractor which had also not completed the requirements of the sale. Ongoing efforts to work with the developer and contracted had been in action for at least six months prior to the EDA meeting. The EDA was requested to determine if they were going to act on the Performance Agreement and recapture the lots that had not been developed.

Staff was given direction to work with legal counsel to recapture the undeveloped lots. The EDA will reclaim ownership and have to again market the lots to a qualified developer/builder.

### **2017 Financial (Note the following is unaudited)**

The EDA netted \$98,805.00 for the sale of the Meadows of St. Francis Townhome lots in 2016. This fund received \$1,026.08 for interest in 2017. It ends the year with a cash balance of \$99,976.86

The EDA Lease Revenue Bond was refunded in 2017 with a GO Capital Improvement Bond by the City. This removes this obligation from the EDA.

A full report will be included in the City of St. Francis financial statements

**TO:** St. Francis Economic Development Authority  
**FROM:** Kate Thunstrom, EDA Executive Director  
**SUBJECT:** Bids for the Demolition of 3757 Bridge St  
**DATE:** 04/12/2018

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### **OVERVIEW**

The EDA acquired the property at 3757 Bridge Street as part of a redevelopment plan. On the property there is a residential and garage structure that needs to be removed. Pre-Demolition testing was completed. In February and RFP was released to receive bids for the demolition and site control. The RFP was posted on the City website. As the City was waiting for a final testing result that come out of the question period, the closing date of the bid was extended one week.

Staff received two bids. They are as follows:

1. All State Companies, Inc., bid total of \$20,895
2. Nitti Rolloff Services, Inc., bid total of \$19,878

Both companies are proposing a similar service in a similar manner. Both companies have the capacity to complete the task as outlined in the RFP.

### **ITEMS TO BE DICUSSED:**

Review of bids received and approve contract for Nitti Rolloff Services, Inc. of \$19,878

### **BUDGET IMPACT:**

This item will be reimbursed by ACHRA funds as previously requested. Current budget balance:

Total requested through ACHRA	\$200,000.00
Total acquisition/closing	\$164,467.18
Pending- pre demolition testing	\$ awaiting invoice
Demolition	\$

### **ATTACHMENTS:**

Bids Received  
Contract

City of St. Francis  
Economic Development Authority  
23340 ~~Bridge Street NW~~ Cree  
St. Francis, MN 55070  
Phone: 763-267-6191

All State Companies, Inc.  
28494 149<sup>th</sup> Street NW  
Zimmerman, MN 55398  
Phone: 612-810-2372  
www.allstatecompaniesinc.com

March 13, 2018

To whom it concerns,

Please find enclosed our proposal for the demolition and property clean-up at:

***3757 Bridge Street NW, St. Francis, MN 55070***

Please note: Upon job acceptance, our current insurance will be increased to what is required (per the RFP).

Please contact me with any questions or concerns.

Thank you,




Matt Finlayson  
Owner of All State Companies, Inc.  
Phone: 612-810-2372



# FORM 1

## PROPOSER IDENTIFICATION / DESCRIPTION

1. Name and Address of Company

<b>Business Name</b>	All state companies, Inc.		
<b>Address</b>	28494 149th St. NW 2		
<b>City / State / Zip Code</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
	Zimmerman	MN	55398
<b>Contact Person &amp; Signature</b>	<b>Signature</b>		
	Matt Finlayson		
<b>Phone / Fax / E-Mail</b>	<b>Phone</b>	<b>Fax#</b>	<b>E-Mail</b>
	612.810.2372	N/A	Allstate.co@hotmail.com

State

Signature

Phone

Fax#

E-Mail

2. Describe the history and experience of your company. Please list examples of previous clean-up projects or similar type of work. Attached additional sheet(s) if necessary.

Landscaping, Excavating & Demolition Company established in 2008  
 Previous demolition projects: 1. Roseville house demolition & sewer & water disconnect. 202 county Road B W.  
 2. 3198 Quassa Blvd W Shoreview House demo, backfill, sewer & water disconnect.  
 3. Okego house demolition 12257 67th St. NE Okego, MN  
 4. Chicago City house demolition & backfill 2831 Johnson Lane, Chicago city  
 5. Zimmerman 28953 141st St. Zimmerman, MN

YouTube channel  
 - All state companies, Inc.

# FORM 2

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## BID ESTIMATE SHEET

Item	Estimated Units	Rate	Estimated Costs
Demolish and Removal of Building Foundation	2		\$11,995.00
Locating and removing Utility Lines as, electric, hone, cable	N/A	N/A	N/A
Backfilling with clean fill and Final Site radin	90 ton	\$26.00/ton	\$2300.00
Submission of Invoices and Final Re ort	N/A	N/A	N/A
Other: <i>sewer &amp; water disconnect</i>	2		\$2400.00
Other: <i>Driveway Removal</i>	2		\$2500.00
Other: <i>Erosion Control, straw &amp; seed</i>	2		\$1700.00
Other: <i>Asbestos Abatement</i>	1 panel		\$300.00
<b>ESTIMATED TOTAL COST</b>			<b>\$21,195.00</b>

Demolition  
17 of 21

new total

\$20,895.00

← Removed  
From  
Bid  
"no abatement  
needed"

### ADDITIONAL QUESTIONS FOR PROPOSER

1. Briefly describe the machinery and labor methods that will be used to demolish and remove the building foundation from the property.  
*Excavator, skid steer, dump truck & dumpsters*
2. Briefly describe the containers that will be used to store and transport demolition waste from the property.  
*Dump truck, 30+40 yard dumpsters*
3. From the list below, identify where you plan to dispose of each of the below referenced solid waste materials and recyclables (If Present), and who will be hauling such.

TYPE OF WASTE	PERMITTED DISPOSAL SITE/RECYCLING FACILITY	HAULER
MMSW	<i>Elle River Landfill w/m</i>	<i>Steinbrechers</i>
Demolition Debris	<i>Elle River Landfill w/m</i>	<i>Steinbrechers</i>
Aliance Rec clin	<i>Elle River Landfill w/m</i>	<i>Steinbrechers</i>

### FORM 3

E-Waste Rec clin	B&E Recycling Station	All state companies
Ca et		
Wood Rec clin	Elk River Landfill	Steinbrecher Companies
Treated Lumber	Elk River Landfill	Steinbrecher Companies
Tires/Tractor Tires	NA	
Batteries	B&E Recycling	All state companies
Oil/Gas Containers	Advanced Disposal	All state companies
Oil Filters	Advanced Disposal	All state companies
Glass Rec clin	Elk River Landfill	Steinbrecher Companies
Plastics Rec clin	Elk River Landfill	Steinbrecher Companies
Chemical Containers	Advanced Disposal	All state companies
Scrap Metal Recycling	Lake State Recycling	All state companies
Aluminum Rec cling	Lake State Recycling	All state companies
Florescent Bulbs/Lam s	B&E Recycling	All state companies
Mercur Containin Devices	B&E Recycling	All state companies
Se tic S stem/Cess 001 Waste	NA	
Other:		

4. Do you anticipate any problems with locating a disposal site for the solid waste materials at this project? NO

If YES, please describe.

# FORM 4

## CITY OF ST. FRANCIS CONFIDENTIALITY AGREEMENT

I understand that as a contractor working under the scope of services as defined in this request for proposals, I may be placed in a position of receiving or overhearing confidential and/or private information.

I further understand that this confidential and/or private information shall not be discussed, shared, or divulged to anyone who is not an employee of City of St. Francis (who has a need to know) during the term of this agreement, or forever after unless allowed by law.

Any violations of the agreement will be cause for immediate termination of this agreement.

Muller Building Allstate Companies Inc.

Signature of Contractor

2.20.18

Date

FORM 5

19

REQUESTED SERVICE TIME LINE

Estimate the number of days, weeks, or months needed to complete, in full, the project described within this RFP.

5 days or 1 week

Number of Days, Weeks, or Month (Please Indicate)

*Matthew Kelley* Allstate Companies, Inc.

Signature of Contractor

2.20.18

Date

# FORM 6

20

## PROPOSER CERTIFICATION

As the general cleanup contractor, I hereby declare by my signature below, that this bid is for the Scope of Work described in Section 2.3 of this Request for Proposal. I also declare by my signature below, that I agree to all conditions set forth in this RFP.

*Middle Delays* Allstate Companies, Inc. President

2, 2018

CONTRACTOR'S SIGNATURE & TITLE

DATE

FORM 7

21

Request for

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2018

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).

<b>PRODUCER</b> AssuredPartners of Minnesota LLC 2361 Highway 36 West St. Paul MN 55113		<b>CONTACT NAME:</b> Linda Greene <b>PHONE (A/C, No., Ext.):</b> (651) 644-7200 <b>E-MAIL ADDRESS:</b> lgreene@apminnesota.com <b>FAX (A/C, No.):</b> (651) 644-9137	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Secura Insurance Companies	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> All State Companies, Inc. 28494 149th St. NW Zimmerman MN 55398		<b>NAIC #</b> 22543	

**COVERAGES**

CERTIFICATE NUMBER: 17-18

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			TC32222367	5/7/2017	5/7/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A32222377	5/7/2017	5/7/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC32222387	5/7/2017	5/7/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Equipment: Unscheduled NonOwned			TC32222367	5/7/2017	5/7/2018	Coverage Limit 200,000 Deductible 500

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

This certificate is for INFORMATION PURPOSE ONLY and is not valid to a certificate holder until a certificate request is submitted with the certificate holders name and address.

**CERTIFICATE HOLDER****CANCELLATION**INFORMATION USE ONLY  
NOT VALID UNTIL REQUESTED

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

Taylor Seline/TSELIN

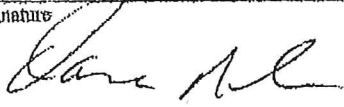
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# FORM 1

## PROPOSER IDENTIFICATION / DESCRIPTION

1. Name and Address of Company

<b>Business Name</b>	Nitti Roll off Services Inc.		
<b>Address</b>	12351 Cloud Dr. N.E.		
<b>City / State / Zip Code</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
	Blaine	MN	55449
<b>Contact Person &amp; Signature</b>	DANA Nelson		<b>Signature</b> 
<b>Phone / Fax / E-Mail</b>	<b>Phone</b>	<b>Fax#</b>	<b>E-Mail</b>
	763-238 1014		dana@nitti-companies.com

City of New Hope  
 Aaron Chirpich 763-531-5114  
 Hennepin County  
 Greg Moore 612-596-7830  
 Heritage Construction  
 Andrew Harvala 763-633-4080  
 MANY more Available

2. Describe the history and experience of your company. Please list examples of previous clean-up projects or similar type of work. Attached additional sheet(s) if necessary,

14 years demolition

# FORM 2

16

## BID ESTIMATE SHEET

Item	Estimated Units	Rate	Estimated Costs
Demolish and Removal of Building Foundation			\$14,028 <sup>00</sup>
Locating and removing Utility Lines as, electric, hone, cable			\$1,600 <sup>00</sup>
Backfilling with clean fill and Final Site radin			\$4,000
Submission of Invoices and Final Re ort			\$250 <sup>00</sup>
Other:			
Other:			
Other:			
Other:			
<b>ESTIMATED TOTAL COST</b>			<b>\$19,878<sup>00</sup></b>

Demolition  
17 of 21

### ADDITIONAL QUESTIONS FOR PROPOSER

1. Briefly describe the machinery and labor methods that will be used to demolish and remove the building foundation from the property. *315 Excavator with grapple*
2. Briefly describe the containers that will be used to store and transport demolition waste from the property.  
*Roll off Boxes*
3. From the list below, identify where you plan to dispose of each of the below referenced solid waste materials and recyclables (If Present), and who will be hauling such.

TYPE OF WASTE	PERMITTED DISPOSAL SITE/RECYCLING FACILITY	HAULER
MMSW	<i>Waste management Elk River</i>	<i>N.H.H.</i>
Demolition Debris	<i>Waste management Elk River</i>	<i>N.H.H.</i>
Alliance Rec clin	<i>J+J Recycling</i>	<i>J+J Recycling</i>

### FORM 3

E-Waste Rec clin	J+J Recycling	
Ca et ?		
Wood Rec clin	waste managemnt	Nitt:
Treated Lumber	Waste managemnt	Nitt:
Tires/Tractor Tires	N/A	
Batteries	N/A	
Oil/Gas Containers	N/A	
Oil Filters	N/A	
Glass Rec clin	N/A	
Plastics Rec clin	N/A	
Chemical Containers	N/A	
Scrap Metal Recycling	N/A	
Aluminum Rec cling	N/A	
Florescent Bulbs/Lam s	J+J	J+J
Mercu Containin Devices	J+J	J+J
Se tic S stem/Cess 001 Waste	N/A	
Other:		

4. Do you anticipate any problems with locating a disposal site for the solid waste materials at this project?

NO

If YES, please describe.

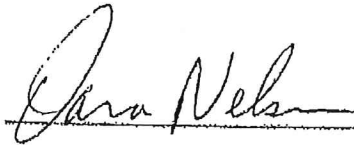
# FORM 4

## CITY OF ST. FRANCIS CONFIDENTIALITY AGREEMENT

I understand that as a contractor working under the scope of services as defined in this request for proposals, I may be placed in a position of receiving or overhearing confidential and/or private information.

I further understand that this confidential and/or private information shall not be discussed, shared, or divulged to anyone who is not an employee of City of St. Francis (who has a need to know) during the term of this agreement, or forever after unless allowed by law.

Any violations of the agreement will be cause for immediate termination of this agreement.

  
\_\_\_\_\_  
Signature of Contractor

3/12/18  
\_\_\_\_\_  
Date

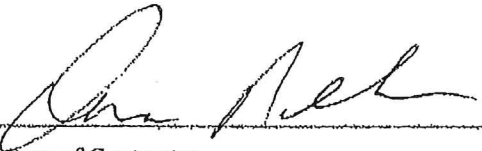
FORM 5

19

REQUESTED SERVICE TIME LINE

Estimate the number of days, weeks, or months needed to complete, in full, the project described within this RFP.

30 DAYS - No weight Restrictions  
Number of Days, Weeks, or Month (Please Indicate)

  
Signature of Contractor

3/12/18  
Date

# FORM 6

20

## PROPOSER CERTIFICATION

As the general cleanup contractor, I hereby declare by my signature below, that this bid is for the Scope of Work described in Section 2.3 of this Request for Proposal. I also declare by my signature below, that I agree to all conditions set forth in this RFP.

Gene Behm, V.P. Sales

CONTRACTOR'S SIGNATURE & TITLE

3/12/18

DATE

**CONTRACT FOR DEMOLITION SERVICES  
BY AND BETWEEN  
THE CITY OF ST. FRANCIS  
AND  
NITTI ROLLOFF SERVICES, INC.**

**3757 BRIDGE STREET NW  
ST. FRANCIS, MINNESOTA**

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This Agreement is made this \_\_\_th day of April 2018, by and between the City of St. Francis, a political subdivision of the State of Minnesota and/or the St. Francis Economic Development Authority (collectively "the City") and Nitti Rolloff Services, Inc. ("the Contractor") for **Residential Building Demolition** as detailed in the bid request.

**RECITALS**

1. The City desires to have performed described in the Request for Proposal for Demolition and Property Cleanup for 3757 Bridge Street N.W. St. Francis, MN 55070 dated February 6, 2018 (the "Contract Documents" or the "Work").
2. Contractor represents that it has the necessary personnel, experience, competence, and legal right to perform the Work.
3. The Contractor is a corporation in good standing and legally authorized to contract and do business in the State of Minnesota.

**AGREEMENT**

In consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. **WORK TO BE COMPLETED.** The Work shall be performed in strict accordance with the Contract Documents. The Contractor shall carefully review all the Contract Documents before performing the Work and shall promptly call to the attention of the city any discrepancy or inconsistency which may exist between any documents or between any parts of the same document. The City shall have discretion as to how to address any such discrepancy or inconsistency and shall modify, interpret, or adjust the Contract Documents accordingly as the case may be.
2. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of the Work Agreement and the Request for Proposal for Demolition and Property Cleanup for 3757 Bridge Street N.W. St. Francis, MN 55070 dated February 6, 2018 prepared by or on behalf of the City in connection with the Work (where specified), the Proposal submitted by the Contractor, all Amendment Request Certificates approved by the City, all Change Orders issued by the City, the Notice to Proceed, the Completion Certificate, and written interpretations of the Contract Documents issued by the City. The Contract Documents shall, insofar as is possible, be interpreted to be consistent with one another. Any inconsistencies shall be addressed in accordance with paragraph 1 of this Agreement.
3. **PERMITS AND REGULATIONS.** Prior to commencing the Work, the contractor shall secure all necessary building permits and licenses as may be required, and before and during the progress of the Work, give all notices and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect that are promulgated by any federal, state, county, or other governmental, authority, relating to the performance of the Work. If the Contract's performance is contrary to any such law, ordinance, rule or regulation, it

shall bear all costs arising there from. Contract specifically agrees to abide by and observe all standards and regulations of the Occupational Safety and Health Administration, which are applicable to the Work.

4. **PROSECUTION OF THE WORK.** The Contractor shall at all times prosecute the Work diligently so as to insure its completion in full accordance with the Contract Documents and shall at all times furnish sufficient numbers and amounts of properly skilled Workers, acceptable materials and equipment, adequate services, construction tool, and equipment. The Work shall be performed in a good and workmanlike manner. Contractor shall keep the Work site clean and orderly during the course of the Work and remove all debris at the completion of the Work. If the Contractor is negligent in these areas, the City reserves the right to perform this work with its own forces at overtime rates. The costs of such work shall be charged to the Contractor. The Contractor will adequately protect the Work from damage, will protect the property from injury or loss, and will take all necessary precautions during the progress of the Work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all its tools and equipment and all materials to be used in connection with the Work. Materials and equipment that have been removed and replaced, as part of the Work shall belong to the contractor unless agreed otherwise.

5. **COMMENCEMENT AND COMPLETION OF THE WORK.** The Work must commence no later than thirty (30) days after the execution of this Agreement by both Parties ("Commencement Date"). In the event the Work is not commenced by the Commencement Date, the City may in its sole discretion dismiss the Contractor without paying any compensation under this Agreement whatsoever and appoint a substitute Contractor(s). If the Contractor is unable to commence the Work by the Commencement Date, it must promptly notify the City.

6. **AMENDMENT REQUEST CERTIFICATE.** Changes in the scope, specifications, or cost of the Work that are proposed by the Contractor subsequent to the execution of this Agreement shall be considered Amendments. No such Amendments shall be made without proper written approval by the City. Any Amendment proposed by the Contractor shall be submitted via an Amendment Request Certificate. The Amendment Request Certificate must: (a) be signed and dated by the Contractor; (b) specify how the Work is to be amended and the cost for such Amendments; and (c) specify the reason for any cost increase/decrease resulting from the Amendments(s). The City will approve or disapprove the Amendment Request Certificate after appropriate review and property inspection. If approved, a copy of the signed Amendment Request Certificate will be forwarded to the Contractor. Upon receipt by the Contractor of the approved Amendment Request Certificate, the approved Amendment(s) may be implemented. All Amendments made before receipt of an approved Amendment Request Certificate will not be compensable by the City. No such Amendment Request Certificate shall be deemed to constitute a waiver of any remaining covenant, agreement, term, or condition contained in the Contract Documents.

7. **CHANGE ORDER.** The City shall have the right, within the general scope of the Work, to make changes in the Work, either by altering the nature of the same or by adding to or deducting from it. All changes shall, except in the case of emergencies endangering the safety of person or property be made by written Change Order. The Contractor shall promptly comply with any and all written Change Orders. No such Change Order shall be deemed to invalidate the remaining terms and conditions contained in the Contract Documents.

8. **GENERAL GUARANTEE.** The Contractor hereby guarantees to the City that all of the Work shall be completed in a competent, workman-like manner and that such Work shall be and remain free of defects in workmanship and materials for a period of one (1) year from the date that the City executes the Completion Certificate pursuant to paragraph 17 of this Agreement. The Contractor warrants that all materials and equipment furnished in connection with the Work will be new, unless otherwise specified, and be of good quality and free from faults and defects. The Contractor shall assign to the City (if assignable) or enforce for the benefit of the City (if not assignable) any guarantees provided by manufacturers or sellers of machinery materials or equipment that are to be incorporated into the Work. City acceptance of the Work shall not be deemed to be a waiver of any of the City's rights under this paragraph.



9. **WAIVER OF LIABILITY.** It is agreed that the Work is undertaken at the sole risk of the Contractor. The Contractor does expressly forever release the City of St. Francis from any claims, demands, injuries, damage actions, or causes of action whatsoever, arising out of or connected with the Work.

10. **INDEMNIFICATIONS.** Any and all claims that arise or may arise as a consequence of any act or omission on the part of the Contractor, its agents, servants, or employees while engaged in the performance of the Work shall in no way be the obligation or responsibility of the City of St. Francis. The Contractor shall indemnify, hold harmless, and defend the City of St. Francis, council members, officers, employees, successors, and assigns against any all liability, loss, cost, damages, expenses, claims, or actions, including attorneys' fees which the City of St. Francis, council members, officers, or employees may hereinafter incur or be required to pay on account injury to or death of any person or persons or damage to any property arising out of or by reason of any act or omission of the Contractor, its agents, servants, or employees in the execution, performance, or failure to adequately perform its obligations under this Agreement, whatever the cause of such injuries or damage.

11. **INSURANCE.** The Contractor agrees that in order to protect itself, the City of St. Francis under the indemnity provisions set forth in paragraph 10 of this Agreement, it will at all times during the term of this Agreement, maintain, at a minimum, the following insurance policies:

- a. **Workers Compensation Insurance.** The Contractor shall maintain worker's compensation insurance in compliance with all applicable statutes including Chapter 176 of the Minnesota Statutes. Such policy shall include Employer's Liability Coverage and at least such amount(s) as are customarily provided in worker's compensation policies issued in Minnesota. Contractor further agrees to require all subcontractors and independent contractors to maintain worker's compensation insurance in compliance with all applicable statutes and to monitor the compliance of such subcontractors and independent contractors with the applicable statutes.
- b. **Commercial General Liability Insurance.** The Contractor shall maintain Occurrence Based Commercial General Liability Insurance ("CGL"), providing coverage of One Million Five Hundred Thousand Dollars (\$1,500,000 per occurrence) and Two Million Dollars (\$2,000,000) annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.
- c. **Automobile Liability Insurance.** The Contractor shall maintain automobile liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least One Million Five Hundred Thousand Dollars (\$1,500,000) per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella Liability Policy (or policies) provided, however, that the coverage afforded under any such Umbrella Liability Policy shall be at least as broad as that afforded by the underlying automobile liability insurance policy.

The City of St. Francis shall be named as "additional insured" parties with respect to the insurance policies specified in (b) and (c) above. The Contractor shall not commence work until a Certificate of Insurance evidencing all of the insurance policies required above is approved and a written Notice to Proceed is issued by an authorized representative of the City of St. Francis. The City of St. Francis shall, at any time during the term of this agreement, have the right to require that the Contractor secure any additional insurance, or additional feature to existing insurance, as the City of St. Francis may reasonably require for the protection of its interests or those of the public. It is expressly understood that the City of St. Francis does not in any way represent that the minimum insurance coverage set forth in this paragraph is sufficient or adequate to protect the interest or liabilities of the Contractor.

13. **SECURITY IN LIEU OF BOND.** The Contractor shall furnish as security either a performance bond, certified check or cashier's check ("the Security"), acceptable to the City and made payable to the City for the performance of the Agreement in the sum of One Hundred Percent (100%) of the Contract Price. The Security shall remain in effect for one year after the date the Completion Certificate is executed by the City and for any warranty period required by the Work, whichever date is later. The premiums for such Security shall be deemed to be included in the Contract Price, and no additional compensation shall be payable to the Contractor with respect to such Security. No Change Order, approval or disapproval of an Amendment Request Certificate, changes in the commencement and/or completion dates pursuant to paragraph 5, failure to enforce any rights arising under the Contract Documents, or other act or forbearance of the City shall, unless specifically agreed to otherwise by the City, operate to release or discharge any Security under this paragraph.

14. **LIEN WAIVERS.** Neither the Contractor nor any subcontractor or other person or entity furnishing labor, equipment, or materials in connection with the Work shall file any mechanic's lien against the City's buildings, structures or land or any part thereof. The Contractor shall protect, defend, indemnify, and hold harmless the City of St. Francis from any and all claims, demands, or actions of whatever nature arising out of work, labor, equipment, or materials furnished by the Contractor or its subcontractors in connection with the Work. Payment of the Contract Price shall not be due until the Contractor has delivered to the City lien waivers acceptable to the City, which release the City from all liens that may arise in connection with the Work. The Contractor shall list below the names of all suppliers and/or subcontractors that will provide materials, services, or labor in connection with the Work. The Contractor will notify the City of any changes in this list prior to the commencement of the Work.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

15. **CONTRACT PRICE.** The Contractor agrees to furnish all work, labor, materials, and equipment necessary to complete the Work as set forth in the Contract Base Bid Documents for the sum of Nineteen Thousand Eight Hundred Seventy Eight Dollars (**\$19,878.00**) (the "Contract Price"), to be paid by the City in accordance with the terms and conditions of this Agreement. The Contract Price shall constitute the sole compensation payable to the Contractor for its performance of the Work or anything done in connection therewith including expenditures by the Contractor for all taxes, permits, licenses, and bonds required to perform the Work. The Contractor shall indemnify and save the City harmless from and against any liability for any such taxes, fees, premiums, contributions, etc. that the Contractor incurs in connection with the Work.

16. **EXAMINATION OF WORK SITE.** Contractor agrees that the Contract Price specified in paragraph 15 of this Agreement is based upon Contractor's examination of the work site and that it will make no claim for additional compensation or the extension of time for performance if the conditions encountered differ from those anticipated by such examination, unless such a claim is based upon conditions at the work site, or omissions, ambiguities, or conflicts in the Contract Documents, which Contractor can show could not have been discovered in the exercise of reasonable care prior to the submission of the Contract Price.

17. **PAYMENT OF CONTRACT PRICE.** The Contractor agrees to provide the City with the following documentation as a condition to receiving payment of the Contract Price: (a) an itemized bill for the completed Work; (b) a properly executed Completion Certificate; (c) a Sworn Construction Statement; and (d) all lien waivers as required by paragraph 14 of this Agreement. The City may withhold payment of the Contract Price to the Contractor to such extent as may be necessary to protect the City from loss on account of: (a) defective work not remedied; (b) claims or actions filed or evidence reasonably indicating the probable filing of the same against the

City with respect to the Work performed; (c) the failure of the Contractor to make payments properly to subcontractors and/or suppliers for equipment, material, or labor, or to provide evidence that such payments have been made; (d) any cost for which the Contractor is liable under the Contract Documents; or (e) a breach by Contractor of any term, condition, or provision contained in the Contract Documents.

18. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor not to discriminate against any employee or applicant for employment on the basis of age, race, color, religion, sex, or national origin. The Contractor shall comply with all applicable laws, Executive Orders, and regulations concerning non-discrimination in employment, as amended, which is hereby incorporated by reference.

19. **INDEPENDENT CONTRACTOR STATUS.** Contractor is and shall remain an independent contractor in the performance of the Work, maintaining complete control of its workers and operations. Neither Contractor nor anyone employed or engaged by Contractor shall become an agent, representative, servant, or employee of the City in the performance of the Work or any part thereof.

20. **CONTRACT REPRESENTATIVES; ADDRESSES.** The City's representative with respect to this Agreement shall be **Mike Creelman, Community Development Department, City of St. Francis.** The Contractor's representative with respect to this Agreement shall be **Dana Nelson.** All notices, requests, and instructions, or other communications given or received by either party under the terms of this Agreement shall, unless otherwise specifically provided herein, be made in writing signed by the designated representative of the party making such communication and be delivered or addressed to the designated representative of the other party at the following address:

**CITY OF ST. FRANCIS ADDRESS:**

**City of St. Francis  
Community Development Department  
Attn: Mike Creelman  
23440 Cree Street NW  
St. Francis, MN 55070  
mcreelman@stfrancismn.org**

**CONTRACTOR ADDRESS:**

**Nitti Rolloff Services, Inc.  
Attn: Dana Nelson  
12351 Cloud Drive N.E.  
Blaine, MN 55449  
(763) 238-1014**

21. **SUBCONTRACTORS.** Contractor agrees to bind every subcontractor by the terms, conditions, and provisions set forth in the Contract Documents that are applicable to the subcontractor's work, unless otherwise specifically agreed otherwise in writing by the City of St. Francis.

22. **ASSIGNMENT.** This Agreement shall be binding upon and in order to the benefit of the Contractor, its legal representatives, heirs, successors, and assigns. No assignment or attempted assignment of this Agreement or any rights hereunder shall be effective unless the written consent of the City is first obtained. No such assignment, even if consented to by the City, shall relieve the Contractor from liability under this Agreement for the performance and completion of the Work in accordance with the Contract Documents.

23. **ENTIRE AGREEMENT.** The Contract Documents contain all the terms, conditions, and provisions pertaining to the Work to be completed by the Contractor, there being no other understandings, agreements, or warranties, express or implied. All prior negotiations and dealings regarding the subject matter of the Contract Documents are superseded by and merged into the Contract Documents.

24. **APPLICABLE LAW.** This Agreement shall be construed in accordance with and governed by the laws of the state of Minnesota.

25. **AMENDMENT.** This Agreement may be modified or amended only with the written approval of the City and the Contractor.

26. **CONSTRUCTION.** In the event that any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

27. **AUTHORITY.** Each of the undersigned parties warrants that it has the full authority to execute this Agreement, and each individual signing this Agreement on behalf of a corporation hereby warrants that he or she has full authority to sign on behalf of the corporation and that he or she represents and binds such corporation thereby.

28. **WAIVER.** No failure by the City to insist upon the strict performance of any covenant, duty, agreement, or condition contained in this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term, or condition may be waived again.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018

**CITY OF ST. FRANCIS**

By: \_\_\_\_\_  
Its: City Administrator

By: \_\_\_\_\_  
Its: Mayor

**CONTRACTOR**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

**TO:** St. Francis Economic Development Authority  
**FROM:** Kate Thunstrom, EDA Executive Director  
**SUBJECT:** 3765 Bridge Street – acquisition consideration  
**DATE:** 04/12/2018

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## **OVERVIEW**

Staff continues to work with the St. Francis Forward plan to guide the city development within the main corridors. The city has acquired one property and are working with the owners of a second. As the city takes these steps, conversations with neighbors has occurred and the discussion of the long term plan continues.

The property owner of 3765 Bridge Street has approached staff with the idea of working with the City for the acquisition of his property. He was given notice from his current tenant and find it is at a point in which he is interested in potentially disposing of this property.

### Property Details:

Original structure built in 1933  
Pole barn built in 1977  
Code concerns in 2010 for interior issues, 2017 for exterior issues  
Use: Rental housing – non compliant in commercial district  
Zoned: B1 Central Business District  
Lot size: 13,200 sq. ft.

## **ITEMS TO BE DICUSSED:**

1. Is the EDA interested in the acquisition and demolition of this structure?
2. Based on discussion, Authorization of EDA Resolution 2018-01 Approving the Purchase of Property and Granting Signatory Authority.
3. Acquisition price. As of the 4<sup>th</sup> of April, the owner had not had property appraised or valued. Per the City consulted Realtor, the comparable could be the neighboring property the city acquired placing value at \$165,000.
4. Funding – if direction is provided to staff to pursue the acquisition, we will work with Council on funding.



**POTENTIAL BUDGET:**

Acquisition and Closing Costs

Testing and demolition \$30,000, estimate based on neighboring property

**TIMELINE ESTIMATE:**

Cost Review – either by appraisal or broker price opinion - 15 days/ May

Council – funding commitment – May 7th

Planning Commission – Comprehensive Plan Requirement / May

Acquisition agreement and closing – 60 days/end of June, beginning of July

Bid process for demotion – 30 days / end of July, August

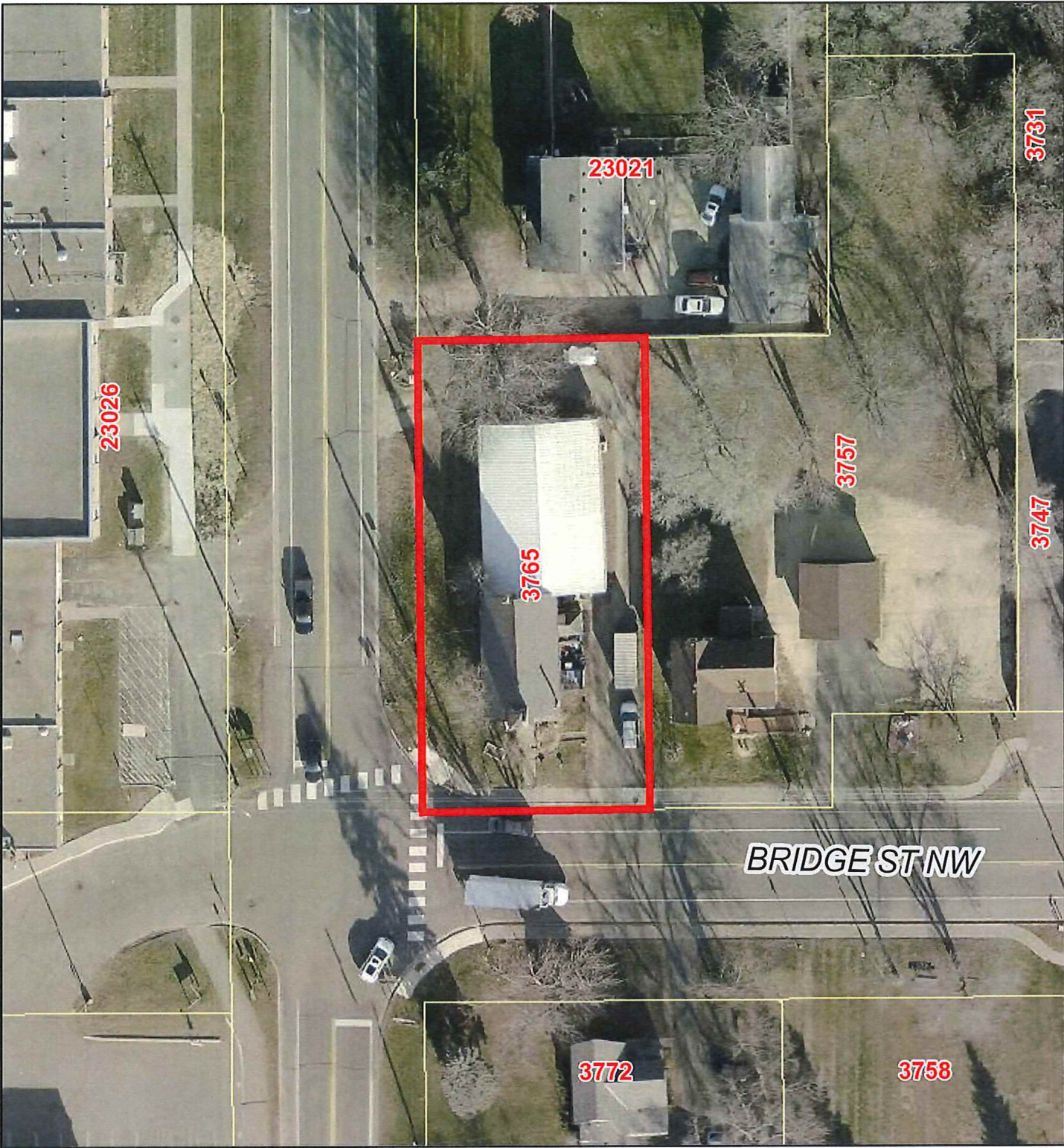
Bid approval and demolition proceed to work / August

**ATTACHMENTS:**

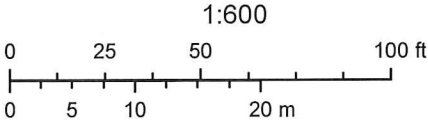
- Photos of site
- GIS Location and Layout
- St. Francis Forward site concept
- EDA Resolution 2018-01 Approving the Purchase of Property and Granting Signatory Authority.



# Anoka County, MN



April 2, 2018



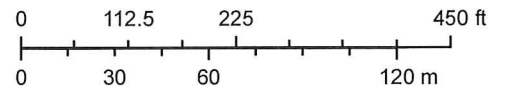


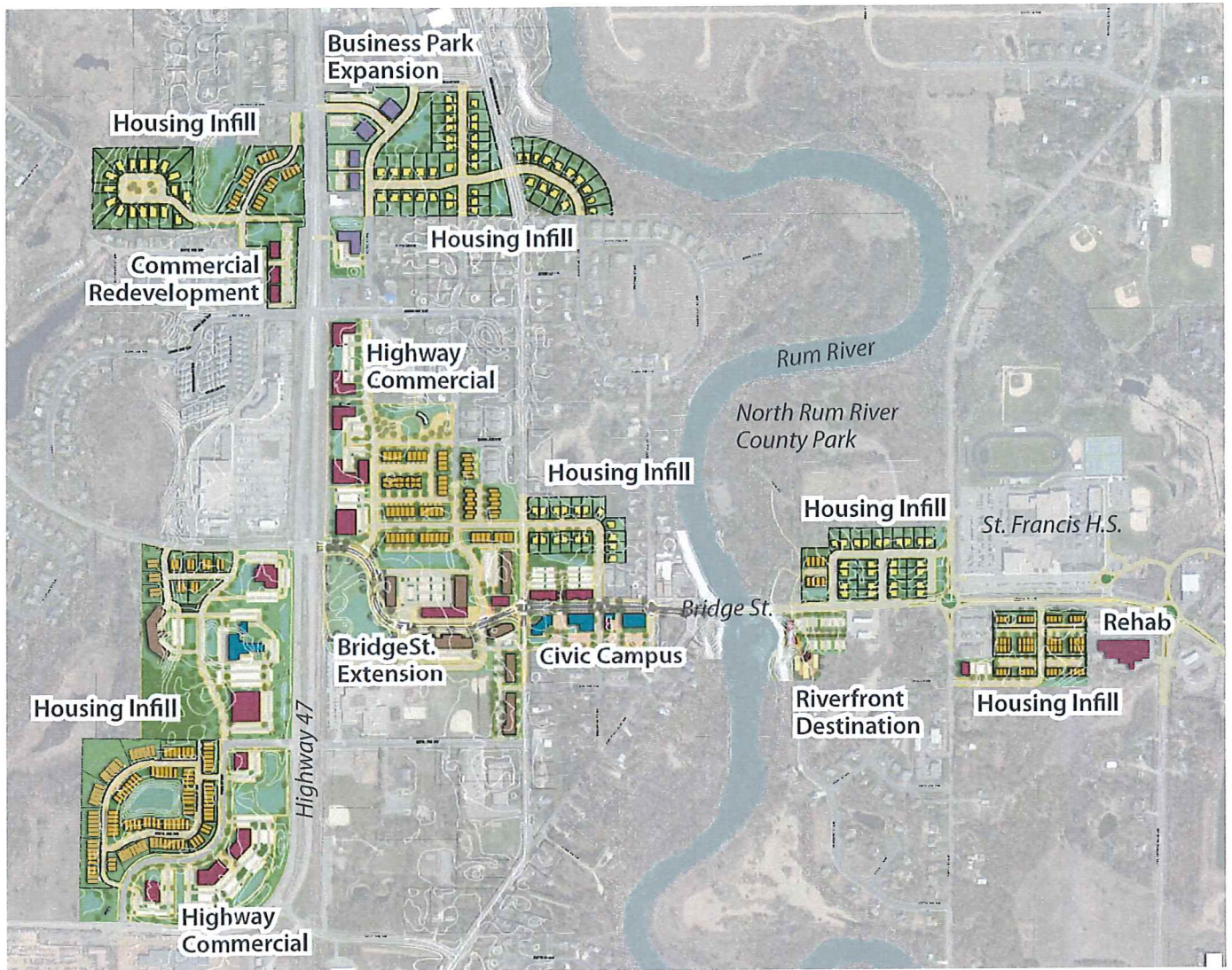
# Anoka County, MN



April 2, 2018

1:2,400





In order to accomplish these four points, the plan outlines key development and redevelopment sites:

- » A Civic Campus on the south side of Bridge Street
- » Office Redevelopment on the north side of Bridge Street
- » A restaurant/entertainment anchor on the east side of the Rum River
- » Housing redevelopment between Bridge Street and Rum River North County Park
- » Housing redevelopment south of the High School
- » Industrial growth along Highway 47
- » Residential infill along Ambassador Boulevard
- » Residential infill off Highway 47
- » Redevelopment of Office/Commercial along Highway 47



**Development Summary**

Uses	Civic Uses: Fire Station, City Hall/Offices, Library, Post Office, Community Space
Square Footage (As shown)	Civic: +/- 36,000 SF
Key City Actions	<ul style="list-style-type: none"> <li>-Coordinate with the county to relocate the Library west of the Rum River</li> <li>-Develop a formal plan for future operations, incorporating uses into the Civic Campus concept.</li> <li>-Complete more formal plans for the Civic Campus components, in collaboration with the County and other partners.</li> <li>-Identify funding for the civic campus in the future Capital Improvements Plan (CIP).</li> <li>-Complete more detailed design of streetscape elements desired along Bridge Street, in order to be prepared to move forward with construction once funding is available.</li> <li>-Formally reach out to developers interested in redevelopment in the area (including retail and residential components, to the north of the Bridge Street corridor).</li> </ul>

Economic Development Authority for the City of St. Francis  
St. Francis, MN  
Anoka County

EDA RESOLUTION 2018-01

Resolution Approving the Purchase of Property  
and Granting Signatory Authority

BE IT RESOLVED THAT, the Board/Commissioners of the Economic Development Authority for the City of St. Francis, Minnesota hereby approves the purchase of the real property located at 3765 Bridge St. Francis, MN 55070 and legally described as: Lot 1 Block 5 Village of St. Francis, W 80 FT OF LOT 1 BLK 5 VILLAGE OF ST FRANCIS ACCORDING TO THE MAP OR PLAT THEREOF ON FILE & OF RECORD IN THE OFF OF THE CNTY RECORDER IN & FOR ANOKA CNTY, MN, Anoka County, Minnesota.

BE IT FURTHER RESOLVED THAT, the Board/Commissioners of the Economic Development Authority for the City of St. Francis, Minnesota hereby authorizes Kate Thunstrom, Chief Executive Officer of the Economic Development Authority for the City of St. Francis, Minnesota, to procure an owner's title insurance policy and to execute any and all necessary and reasonable documents to effectuate the purchase of the above referenced real property, including but not limited to a purchase agreement, closing documents and any other necessary or beneficial documents which are reasonable and customary.

ADOPTED BY THE BOARD/COMMISSIONERS OF THE ECONOMIC DEVELOPMENT OF THE CITY OF ST. FRANCIS THIS 16<sup>th</sup> DAY OF APRIL, 2018.

APPROVED:

\_\_\_\_\_ [sign name]

By: \_\_\_\_\_ [print name]

Its: President \_\_\_\_\_