

**CITY OF ST. AUGUSTA  
CITY COUNCIL MEETING  
May 15, 2017  
7:00 pm  
AGENDA**

1. Call Meeting to Order – Mayor Kroll.
2. Planning Commission Recommendation – Rice Contracting Land Excavating Permit
3. Planning Commission Recommendation – B&F Fastener Supply Site Plan
4. Park Board Recommendation – Scoreboard for Hidden Lake Park Ballfield
5. Gravel Quote for various Sites
6. Adjourn

REMINDERS:            Planning Commission Meeting, Monday, May 15, 2017, 7:00pm  
                             Stearns Municipal League Meeting, Tuesday, May 16, Triple R in Kimball  
                             Area Cities Meeting, Tuesday, May 30, 2017, 5:30pm St. Cloud  
                             Regular City Council Meeting, Tuesday, June 6, 2017, 7:00pm

**City of St. Augusta  
Stearns County, Minnesota**

**Interim Use Permit**

On Monday, May 15, 2017 after a planning commission public hearing, duly noticed and held on Monday, May 15, 2017 granted an Interim Use Permit as follows:

Interim Use Permit 2017-01

That: Rice Contracting and Development Services, 10100 Sucker Creek Road, Rice, Minnesota be granted an Interim Use Permit for the purpose of operating a Burrow Pit in an Agricultural Zone.

That: The Interim Use Permit is applicable to the following described property:

SE ¼, Section 9, Twp. 123N, Rng. 28W, St. Augusta, Stearns  
County, Minnesota.

That: The Interim Use Permit is granted subject to the following conditions:

1. The permit be granted in three year increments, thus allowing for a periodic review of the site.
2. Only County Road 136 be allowed as a haul road within the City of St. Augusta. If other roads/routes need to be utilized approval must be requested from the City.
3. The site needs to be properly screened, stabilized and sloped to coincide with the NPDES permit requirements and the requirements of the City Engineer that are included in the attached email.
4. Top soil is retained and stored on site for the restoration of the site.
5. Hours of operation are 7am to 7pm per the zoning ordinance.

**ADOPTED** by the City Council this 15<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
B. J. Kroll, Mayor

ATTEST TO:

\_\_\_\_\_  
William R. McCabe, City Administrator

## Bill McCabe

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**From:** Jon Halter <jhalter@sehinc.com>  
**Sent:** Thursday, May 11, 2017 2:57 PM  
**To:** Bill McCabe  
**Subject:** Re: FW: B&F Fastener Supply

In reviewing the information received on 5/2 and date 4/20 from Oliver Surveying and Engineering.

1. I am not sure I believe they are under one acre impervious? When I roughly scale the site, I am coming up with about 45,000sf..... They would need to provide some documentation. If they are over 1 acre, they will need permanent stormwater treatment.
2. Handicap parking stall needs a sign
3. Parking lot is steep in the NE corner, approx. 10% slope. I would recommend, but not "require" that they flatten that area of the parking lot.
4. ADA pedestrian ramps for the accessible route.
5. Driveway in the NE corner, the east apron is awkwardly close to the existing apron. I would recommend adding a structure at the location with a pipe / apron extending to the south to pick up the drainage swale.

Jon M. Halter, P.E. | Associate | Project Manager  
SEH | 1200 25th Avenue South | P.O. Box 1717 | St. Cloud, MN 56302-1717  
320.229.4344 direct | 320.250.6084 cell | 888.908.8166 fax  
www.sehinc.com  
SEH--Building a Better World for All of Us™

✉ "Bill McCabe" ---05/04/2017 07:37:41 AM---[attachment "9127-10-GRAD-Layout1.pdf" deleted by Jon Halter/seh]

From: "Bill McCabe" <bmccabe@staugustamn.com>  
To: "Jon Halter" <jhalter@sehinc.com>  
Date: 05/04/2017 07:37 AM  
Subject: FW: B&F Fastener Supply

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[attachment "9127-10-GRAD-Layout1.pdf" deleted by Jon Halter/seh]

Bill McCabe  
City Administrator  
City of St. Augusta  
1914 250th Street  
St. Augusta, MN 56301  
(320) 654-0387  
(320) 654-1686 fax  
(320)237-5763 cell

**From:** Monte Helget [<mailto:mhelget@sharp-associates.com>]  
**Sent:** Wednesday, May 03, 2017 2:34 PM  
**To:** Bill McCabe <bmccabe@staugustamn.com>  
**Cc:** Loren O'Brien <loreno@bffastenersupply.com>  
**Subject:** B&F Fastener Supply

Bill,  
Here is the revised drawing from the Civil Engineer.



**BSNSPORTS™**

6901 E Fish Lake Rd #128  
Maple Grove, MN 55369  
Tel: 763-225-3001 Fax: 763-225-3000  
Visit us at www.bsnsports.com

Order Summary	
Cart #:	2900951
Purchase Order #:	Hidden Lake BB Scoreboard
Cart Name:	St Augusta - Hidden Lake
Order Date:	05/02/2017
Estimated Delivery:	05/04/2017
Payment Terms:	NT30
Ship Via:	
Ordered By:	Bill McCabe

Contact Your Rep  
**Scott Schroeder** Email: [sschroeder@bsnsports.com](mailto:sschroeder@bsnsports.com) | Phone: 320-290-1108

**Sold to**  
2747152  
City of St. Augusta  
914 250th Street  
SAINT AUGUSTA MN 56301  
USA

**Ship To**  
2747152  
City of St. Augusta  
Bill McCabe  
1914 250th Street  
SAINT AUGUSTA MN 56301  
USA

**Payer**  
2747152  
City of St. Augusta  
1914 250th Street  
SAINT AUGUSTA MN 56301  
USA

Item Description	Qty	Unit Price	Total
<b>BSN Baseball Scoreboard 4' x 8'</b> Item # - MSBBS5	1 EA	\$ 2,549.99	\$ 2,549.99
<b>WIRELESS REMOTE CONTROL #2</b> Item # - MSBREM2	1 EA	\$ 784.99	\$ 784.99

Subtotal:	\$3,334.98
Other:	\$0.00
Freight:	\$303.48
Sales Tax:	\$250.15
Order Total:	\$3,888.61
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$3,888.61</b>



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

**PROPOSAL**  
**Proposal #: 18009**

**Proposal Date:** 05/10/17  
**Customer #:** 4174  
**Page:** 1 of 4

SOLD TO:	JOB LOCATION:
ST AUGUSTA BASEBALL COUNTY RD 75 ST AUGUSTA MN 56301	ST AUGUSTA BASEBALL COUNTY RD 75 ST AUGUSTA MN 56301  REQUESTED BY: BILL

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #16081 PROVIDE ONE(1) 4'X 9' BASEBALL BA-62518 SCOREBOARD, WITH TRAINING, WIRELESS CONTROL, TAXES, SHIPPING....\$6050.00 AUGER TWO(2) HOLES AND INSTALL SCOREBOARD....\$1700.00 MATERIALS FOR SCOREBOARD INCLUDE STEEL IBEAMS, CONCRETE, PAINT AND PAINTING IBEAMS....\$1750.00 TOTAL.\$9500.00	\$9,500.00	\$9,500.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$9,500.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**  
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AT ACTUAL COST PLUS PROCUREMENT FEE. STATE SALES TAX IS INCLUDED UNLESS SPECIFICALLY STATED OTHERWISE.**

**A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.**

**NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.**

**ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.**

**TERMS AND CONDITIONS**

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 18009

Proposal Date: 05/10/17  
Customer #: 4174  
Page: 2 of 4

2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST.
2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.
3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.
4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.
5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.
6. All applicable taxes payable under the laws of the State of Minnesota are included in the price quoted. Taxes due in other states may be additional as noted in the specifications section of this document.
7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.
8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 18009

Proposal Date: 05/10/17  
Customer #: 4174  
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property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# DEPOSIT INVOICE

Invoice #: DP18009

Inv Date: 05/10/17  
 Customer #: 4174  
 Page: 4 of 4

<b>SOLD TO:</b>	<b>JOB LOCATION:</b>
ST AUGUSTA BASEBALL COUNTY RD 75 ST AUGUSTA MN 56301	ST AUGUSTA BASEBALL COUNTY RD 75 ST AUGUSTA MN 56301  REQUESTED BY: BILL

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
BILL		JOHN DEZURIK	05/02/17	50.0% Due Upon Receipt	06/19/17

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #16081 PROVIDE ONE(1) 4'X 9' BASEBALL BA-62518 SCOREBOARD, WITH TRAINING, WIRELESS CONTROL, TAXES, SHIPPING....\$6050.00 AUGER TWO(2) HOLES AND INSTALL SCOREBOARD....\$1700.00 MATERIALS FOR SCOREBOARD INCLUDE STEEL IBEAMS, CONCRETE, PAINT AND PAINTING IBEAMS....\$1750.00 TOTAL.\$9500.00	\$9,500.00	\$9,500.00
TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			----- \$9,500.00

PLEASE PAY THIS DEPOSIT AMOUNT:	\$4,750.00
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