



CITY COUNCIL WORK SESSION
City Hall: 23340 Cree St NW
Tuesday, June 28, 2022 at 5:30 PM

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. AGENDA ITEMS**

- A. Miss St. Francis Ambassador Program
- B. Emergency Management, Fencing Consortium
- C. Budget Discussion
- D. Housing Developments

4. ADJOURNMENT

Councilmember Joe Muehlbauer will attend via zoom from: 13971 Celebrate Life Way, Goodyear, AZ 85338

Join Zoom Meeting

<https://us02web.zoom.us/j/83020741545?pwd=kxhAXmCKUswHwT2fvLjecQ5Q4R4CFn.1>

Meeting ID: 830 2074 1545 Passcode: 6bKdX8

One tap mobile + 13017158592,,83020741545#,,, *845745# US (Washington DC)

+ 13126266799,,83020741545#,,, *845745# US (Chicago)

Dial by your location

+ 1 301 715 8592 US (Washington DC)

+ 1 312 626 6799 US (Chicago)

+ 1 929 205 6099 US (New York)

+ 1 253 215 8782 US (Tacoma)

+ 1 346 248 7799 US (Houston)

+ 1 669 900 6833 US (San Jose)

Meeting ID: 830 2074 1545

Passcode: 845745

Find your local number: <https://us02web.zoom.us/j/83020741545?pwd=kxhAXmCKUswHwT2fvLjecQ5Q4R4CFn.1>



WORK SESSION AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Miss St. Francis Ambassador Program
DATE: 06-28-2022

OVERVIEW:

Council will hear an update to the program and current needs

AGREEMENT BETWEEN
THE CITY OF ST. FRANCIS, ST. FRANCIS, MINNESOTA
AND THE MISS ST. FRANCIS AMBASSADOR PROGRAM

(OWNERSHIP, INSURANCE, AND MAINTENANCE AGREEMENT
OF MISS ST. FRANCIS AMBASSADOR FLOAT)

THIS AGREEMENT is made and entered into this 15th day of August, 2016,
by and between the City of St. Francis (hereinafter "City"), a Minnesota municipal corporation the
Miss St. Francis Ambassador Program, a 501c(3) nonprofit corporation registered with the State of
Minnesota.

RECITALS:

WHEREAS, the St. Francis Ambassador Program is incorporated as a non-profit 501c(3)
organization; and

WHEREAS, the Miss St. Francis Ambassador Program contemplated taking ownership of a
float trailer (hereinafter referred to as the "Float") owned by the City for use in Miss St. Francis
Ambassador Program activities; and

WHEREAS, the Miss St. Francis Ambassador Program has indicated that it is not able to
obtain insurance on the float; and

WHEREAS, the City is able to cover the float under the City's existing insurance policies
provided that it maintains ownership of the Float; and

WHEREAS, the City would be willing to maintain ownership of the Float and insure it
under the City's insurance policies in exchange for the Miss St. Francis Ambassador Program
agreeing to assume all costs of use, maintenance, upkeep, storage, repair and operation of the Float
after 2017.

NOW, THEREFORE, in consideration of the mutual promises, warranties, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Description of Property.

The property contemplated in this agreement is listed on **Exhibit A** attached hereto (City Ambassador Trailer Serial Number or Fixed Asset Number)

2. Payment of all costs associated with Operation, Maintenance, Repair and Eventual Replacement of the Float. The Miss St. Francis Ambassador Program agrees that it will be solely responsible for all costs associated with use, maintenance, upkeep, storage, repair and operation of the Float except that the City will pay to the St. Francis Ambassadors Program in the following amounts for operation and maintenance and upkeep (“Maintenance Payments”) of the float in the following amounts:

2016: \$1,000.00

2017: \$1,000.00

The 2016 and 2017 payments shall be transmitted by the City on or about June 15 of each year for each of the above mentioned years herein. Upon the final payment in 2017, the City shall bear no further responsibility towards the trailer and all further costs associated with the maintenance, operation, and upkeep shall be the sole responsibility of the St. Francis Ambassador Program.

Recognizing that the City has the obligation to provide insurance on the Float, the Miss St. Francis Ambassador Program expressly agrees to undertake all reasonable maintenance and repair of the Float as may be directed by the City.

2.1 Storage of Float. The Miss St. Francis Ambassador Program agrees that it will be solely responsible for storing the float.

Section 2. Liabilities.

The City shall expressly assume all liabilities of the Float to the extent provided by the City's insurance.

Section 4. Representations and Warranties

4.1 **Title.** City represents it owns the Float free and clear of any liens, claims, charges or other encumbrances.

Section 5. Insurance. Upon the execution of this Agreement the City shall acquire and maintain an insurance policy in effect at all times regarding the operation of the Float in the amount generally applicable to City owned trailers.

Section 6. Integration.

The parties acknowledge and agree that all agreements, documents, obligations and transactions contemplated by this Agreement shall be integrated. Accordingly, if there should be a material default, non-performance or breach of any of said agreements, documents, obligations or transactions, which continues after notice thereof and the expiration of any cure period, the same shall constitute a material breach of all such agreements, documents, obligations and transactions entitling the aggrieved party to pursue any or all available remedies at law or in equity.

Section 7. Indemnification.

7.1 **Indemnification by City.** City shall indemnify and hold St. Francis Ambassador Program harmless at all times from and after the date of this Agreement, against and in respect of all damages, losses, costs and expenses (including reasonable attorneys' fees) which City may suffer or incur in connection with the storage, operation and use of the Float by St. Francis Ambassador after to the execution date of this Agreement, or the breach by City of this Agreement or any representation, warranty or covenant contained herein. Such defense and indemnification shall not

Francis Ambassadors Program, its employees, agents or contractors.

specified party and shall not confer any rights upon any third party.

Section 8. Expenses.

consultants incurred through the execution date of this Agreement.

Section 9. Notices.

of deposit into the mail as herein provided.

CITY: City of St. Francis, Minnesota
ATTN: Joe Kohlmann
23340 Cree St. NW
St. Francis, Minnesota 55070

With a copy to:

Scott M. Lepak
Barna, Guzy & Steffen, Ltd.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, Minnesota 55433

ST. FRANCIS AMBASSADORS:

St. Francis Ambassador Program
ATTN: Jacquie Goedel

P.O.Box 203
St. Francis, Minnesota 55070

Section 10. Risk of Loss.

All risk of loss to the Float, whether the same be by fire or other hazard, shall be that of the City to the extent of the City's insurance policy covering the Float and subject to the limitations listed in Minn. Stat. Chapter 466.

Section 11. Entire Agreement; Modification; Waivers.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification or waiver of this Agreement or any provision hereof shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 12. Headings.

Section and subsection headings are not to be considered part of this Agreement and are included solely for convenience and not intended to be full or accurate descriptions of the content thereof.

Section 13 Successors and Assigns.

Except as otherwise provided for herein, no party may assign this Agreement without the consent of all other parties. All of the terms and provisions of this Agreement shall be binding upon

and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

Section 14. Governing Law.

The parties hereby agree that this Agreement has been executed in the State of Minnesota and shall be governed by the laws of said state, without regard to the conflict of laws rules thereof.

Section 15. Parties in Interest.

Except as otherwise provided herein, nothing in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party, nor shall any provisions hereof give any entity any right of subrogation against or action against any party to this Agreement.

Section 16. Survival of Representations and Warranties.

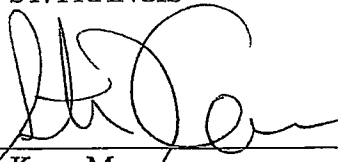
All representations and warranties made pursuant to this Agreement and all agreements made by the parties pursuant to this Agreement shall survive the consummation of the transaction or transactions contemplated by this Agreement and shall not merge into any of the documents signed at the date of execution of this Agreement.


Section 17. Counterparts.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF ST. FRANCIS

By: 
Steve Kane, Mayor

By: 
Joe Kohlmann, City Administrator


Dated: 7/20/16, 2016

Attest:

By: 
Barbara I. Held, City Clerk

Dated: 7/20/16, 2016

MISS ST. FRANCIS AMBASSADOR
PROGRAM

By: 

Dated: 8/15/16, 2016

Exhibit A
Description of the Float Trailer

Parade Float/Trailer utilized for the St. Francis Ambassador Program
Serial Number (of City Fixed Asset Number)

686825-v1



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Emergency Management, Fencing Consortium
DATE: June 28th, 2022

OVERVIEW:

During an April 2022 work session information was provided to City Council regarding the protection of St. Francis City buildings by both temporary and permanent means. The primary focus during the work session was on temporary protection of the St. Francis Public Works/Police Department Facility by means of anti-scale fencing. Due to the cost, availability and other factors associated with the fencing the Hennepin Fencing Consortium was introduced to City Council as a way of obtaining the fencing when the need arises.

The consortium idea began in the spring of 2021 in Hennepin County which quickly grew into a metro wide initiative. The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goal of the anti-scale fencing is to de-escalate the potential tensions and try to reduce/eliminate the non-tangibles associated with civil unrest.

The purpose and structure of the Fencing Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure and coordinate during the deployment of anti-scale fencing. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Fencing Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

As it is currently proposed, the Fencing Consortium will only have enough anti-scale fencing for the largest Consortium member law enforcement facility. State funding (Did not pass in 2022, will try again in 2023) to support this multi-agency emergency response and training effort will result in the purchase of anti-scale fencing which will not only considerably reduce the on-going cost to Consortium members (improving equitable access to this de-escalation tool), but also allow for multiple facilities to have fencing at the same time.

September 2, 2022 is the deadline to be an Original Member. If an agency is not an Original Member the Board will vote to accept every new member. Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

Following the original deadline a contract would be established with a vendor based on the amount of fencing to be leased with a go live date anticipated on or around January 1st, 2023.

ACTION TO BE CONSIDERED:

City Council to provide direction on becoming a member of the Fencing Consortium. If directed to join there are additional steps that would have to be taken including:

- St. Francis Public Works Department becoming a member of Statewide Public Works Mutual Aid Pact which City Council would be requested to adopt by resolution.
- City Council adopting the Fencing Consortium JPA by resolution.

BUDGET IMPLICATION:

The most recent annual cost estimate to become a member of the consortium was approximately \$5,600. This estimate was based on the 53 agencies who displayed interest in joining the consortium and submitted facility maps to the consortium which included the amount of linear feet of fencing needed to protect their facility. As of June 17th there has been 12 agencies who have formally joined the consortium. One option for funding the St. Francis consortium membership would be cost sharing between the police department and public works department. Invoicing is expected to begin in 2023.

Attachments: Minnesota Statewide Equipment Loan Agreement Quick Facts, Minnesota Statewide Public Works Mutual Aid Agreement, Fence Consortium Information.

Minnesota Statewide Equipment Loan Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- The agreement is an extension of the Public Works Joint Power Mutual Aid Agreement, so both parties must already be party to the Public Works Joint Power Mutual Aid Agreement before entering into this agreement.
- Equipment loaned under this agreement is limited to items with a replacement value of no greater than \$500,000 (as determined by the equipment owner).
- The only three things that need to be worked out between the Parties are:
 - What equipment is to be loaned;
 - How long it is to be loaned; and
 - How much (if any) the party loaning the equipment will be reimbursed.
- This is a Joint Powers Agreement that allows a sending party to determine which of its equipment to make available to others and a requesting party to select the equipment it desires to borrow.
- Only governmental units as defined by Minnesota Statutes, section 471.59 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually request equipment from any other participating party for mutual aid. There is no requirement to make requests through a particular 3rd party.
- This agreement is not limited to requests for assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- The sending party has discretion whether to provide equipment and can recall the equipment at any time.
- The requesting (receiving) party is responsible for transporting the equipment, providing trained operators, routine maintenance, liability and equipment insurance, workers compensation, repair/compensate for damages, storing the equipment in a safe and secure place, and returning it to the sending party in the same condition as it was received (normal wear and tear excepted).
- Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov.

Minnesota Statewide Public Works Mutual Aid Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- This is a Joint Powers Agreement that specifically allows a requesting party to select the resources that best meets the needs of a given situation.
- Only governmental units as defined by Minnesota Statutes, Section 471.59, subd. 1 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party.
- The Joint Powers Agreement should not be interpreted as being limited to only being able to request assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- For liability reasons, management of a mutual aid situation is under the control of the requesting party.
- The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.
- Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.
- There is no grace period for costs, so if mutual aid is requested the cost clock can start as soon as resources roll. That said, the agreement says that "charges may be levied", so it is optional whether the sending party will bill for providing assistance. The reason that it is written this way is that traditionally local communities provided each other in-kind services without charge. However, in some situations a party may determine it is necessary to recover its costs due to the scope of the assistance provided. That said, any joint training effort is exempt from billing.
- Each Party shall be responsible for its own personnel and equipment and for injuries or death to its personnel or damage to its equipment. Responding personnel shall be deemed to be performing their regular duties for each respective sending party for purposes of workers' compensation.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov

Fence Consortium Quick Facts

Issue Summary

Recent civil unrest incidents in Minnesota and other states have shown that the rapid deployment of anti-scale fencing is a crucial tool in de-escalating tensions during critical issues. Anti-scale fencing allows for the creation of safe spaces which will ensure protection of the first amendment right to protest while also protecting government infrastructure, first responders, and members of the public.

However, there is not currently an adequate supply of anti-scale fencing in the state of Minnesota.

Background

In the spring of 2021, a significant number of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to form a Fence Working Group to explore the identified challenges and develop a collective path forward.

The Fence Working Group's efforts have led to the formation of a Fence Consortium. The Fence Consortium is made up of local government agencies (members) that jointly contract with a fencing vendor for the availability, storage, maintenance, and transportation of anti-scale fencing (including vehicle gates and pedestrian doors). The Consortium will have, at a minimum, enough fencing for the largest police department building in the Consortium. However, the Consortium has the flexibility to increase the amount of fencing, gates, and doors as additional local governments join the Consortium.

Cost Request

The Fence Consortium is requesting \$5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. The Consortium has a structure in place for the on-going storage, maintenance, and transportation of the anti-scale fencing so that the State's investment will be fully realized for local governments that choose to be a part of the Consortium. While the Fence Consortium as currently organized will allow some communities to have access to this de-escalation and safety resource, access would be inequitable due to the on-going significant cost of anti-scale fencing. Simply put, some communities cannot afford to join the Consortium if they must fund the initial investment in obtaining the equipment. State investment in this resource will significantly reduce the cost barrier for local governments to join the Consortium.

State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium member will pay for the storage, maintenance, and transportation of the anti-scale fence. This reduction in cost will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

Partners

Over fifty agencies from throughout the seven county (Anoka, Hennepin, Ramsey, Washington, Dakota, Chaska, Scott) metro area have been engaged with the Fence Working Group since the start of the summer of 2021. Many have indicated their intent to join the Fence Consortium. More importantly, if funding is secured to provide for the purchase of the anti-scale fencing, vehicle gates, and pedestrian doors, the largest cost barrier will be removed and it is anticipated that many more agencies would be able to join the Consortium.

Prerequisites

Any agency participating in the Fence Consortium must be a member of the Statewide Public Works Mutual Aid Pact. Police and fire agency resources must be members of relevant mutual aid agreements.

Best Practice Application

This de-escalation and safety tool is only available in this reasonably viable structure due to the collaborative work of all the local agencies that are part of the Fence Consortium. The Consortium model provides for the

availability of anti-scale fencing to local government agencies quickly and with a known cost structure. Additionally, due to the established nature of the Consortium it will have an experienced and coordinated command structure that has planned for operational logistics and tactical planning associated with fence deployment in response to a no-notice event.

Anticipated Costs of Inaction

When a local agency has a critical incident and deploys fencing to protect facilities that local agency is basically writing a blank check. The cost that agency will pay is based on whatever the market rate is at that time for the selected product, transportation and labor costs, and the open-ended on-going monthly cost for the duration the fence is deployed. This cost will easily be in the tens of thousands of dollars, and more likely in the hundreds of thousands of dollars, depending on the fencing type selected and the duration of deployment. The Fence Consortium addresses these issues by making the anti-scale fence available, providing for labor and transportation costs, and establishing a pre-incident cost for deployment.

Consequences of Inaction

From a non-financial standpoint, without a physical barrier law enforcement and protestors there are a wide variety of potential impacts which may include:

- 1) An inability to create physical separation between law enforcement and protestors
- 2) Need for crowd control measures to be used
- 3) Lack of clear, designated spaces for legal protesting
- 4) Significant public safety resources consumed at a single location

Ability to Stage the Proposed Solution

The Fence Working Group has already drafted procedures for the Fence Consortium to use. These procedures cover the logistics, training, personnel and equipment resources needed for the deployment and demobilization of anti-scale fencing. As noted previously, the Consortium has a structure in place for the on-going storage, maintenance, transportation of the anti-scale fencing as well as procedures for the deployment and demobilization of the anti-scale fencing resources. The State's investment in the Fence Consortium's efforts will be fully realized for local governments that choose to be a part of the Consortium. Keeping in mind that the choice for local governments to participate will be easier as the State's investment will significantly reduce the largest barrier for access to this de-escalation and safety resource.

Frequently Asked Questions

What is anti-scale fencing?

Anti-scale fencing is a temporary fencing solution that can be deployed in response to a non-planned, critical incident.

Why is anti-scale fencing important?

Anti-scale fencing provides the following benefits:

- Improves physical safety for everyone by providing a safe space for legal protests while also protecting government infrastructure
- Promotes an improved mental health environment for all participants
- Reduces the need for law enforcement tactics that are seen as escalatory such as riot gear and crowd control measures⁽¹⁾
- Allows for an improved distinction between legal protestors and "violent and destructive actors" ⁽¹⁾
- Local law enforcement agencies are too small to handle large-scale civil disturbances, the fencing may allow for reduced resources needs at a single location⁽¹⁾

What is the Fence Consortium?

The Fence Consortium is a multi-agency Joint Powers Agreement that will provide a framework for the management, storage, and rapid deployment of anti-scale fencing in the event of a non-planned, critical

incident. Over fifty agencies from throughout the seven-county metro area have indicated a willingness to join the consortium. However, the initial cost of obtaining the fencing equipment is a barrier to other agencies joining.

What is the Fence Consortium Asking for?

The Fence Consortium is asking for \$5,000,000 from the State of Minnesota for the initial acquisition of the required equipment (fences, vehicle gates and pedestrian doors).

This investment will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the entire state.

References

- I. An External Review of the State's Response to the Civil Unrest in Minnesota From May 26 – June 7, 2020, Wilder Research, March 2022
- II. City of Minneapolis An After-Action Review of City Agencies' Responses to Activities Directly Following George Floyd's Death on May 25, 2020, Hillard Heintze, March 2022
- III. MAINTAINING FIRST AMENDMENT RIGHTS AND PUBLIC SAFETY IN NORTH MINNEAPOLIS An After-Action Assessment of the Police Response to Protests, Demonstrations, and Occupation of the Minneapolis Police Department's Fourth Precinct, U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES CRITICAL RESPONSE INITIATIVE, 2017
- IV. Crowd Management, International Association of Chiefs of Police, April 2019



**WORK SESSION
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Budget Discussion
DATE: 06-28-2022

OVERVIEW:

The City has made steps forward in planning for the future but has items that remain. Council has put in place a strong street, equipment and new building fund.

Each year our budget is set anticipating what we know about the future. In 2021, we did not anticipate the impact on fuel, equipment and vehicles that we were faced with in 2022. Today we are making assumptions about 2023 and additional steps forward for the city as a whole.

Anticipated expenses for 2023 include the following:

- Inflation: fuel, equipment, vehicles, salaries
- Parks, start fund
- New City Hall – Fire Station, increase in total collected to account for inflation

Revenue to consider adding include:

- ARPA funds. Best use of remaining project balance
 - New City Hall / Fire Station
 - Jump start park fund

Expenses to consider adding include:

- Ambassador Program – cost estimate tbd
- Building Department Seasonal Inspector - 2023 cost estimate \$13,300
- Fence Consortium - cost estimate tbd
- Fire department wages – cost estimate \$30,000, based on number of runs and number of respondents to call

ARPA Fund and Suggestion:

Total received: \$865,000 (received an increase)
Budgeted for: \$150,000 Broadband
 \$175,000 Software (updated number)
 \$ 50,000 PD Contract
Uncommitted Balance: \$490,000

Suggested uses include:

- Put amount towards new City Hall / Fire Station
- Use funds to offset salaries to free up starter costs for Park budget. Break amount into two budget cycles (2023/2024)

Staff does not feel funds are needed for infrastructure projects as that has been worked out within the budget within the Streets, Water and Sewer project budgets.

Park Fund (non-dedication)

To date, parks have been built with no plan into the future. HKGi started with the City inventory and included plans for future parks. A park plan has been created with a financial plan to replace and maintain. The formal park plan will be before Council July 18th.

For the purposes of the 2023 budget staff has set aside an annual balance of \$200,000 into a dedicated park fund. This is far below the suggested needs by HKGi at roughly \$428,000 a year just for replacement needs for our existing park structures.

When considering parks, it is not just about the playground sets. This includes the community sign, the hockey rink and warming house, the concession stand, pavilions, trails, parking lots, biffy structures, garbage cans, to lighting and signage. This cannot be looked at as only new investment but taking care of what we have.

Existing park features all have a shelf life. A playground set may last 20-25 years. The hockey rink boards need replacement now and eventually our structures such as the warming house and concession stand need remodeling. Using Siwek Park for example, we should be setting aside funds to replace the \$112,000 play structure in 2042.

Park dedication is required to be used for acquisition and development or improvement of parks. Not for repair and replacement. At our current rate, the city needs to receive at least 36 units of park dedication a year for the next 18 years to meet new infrastructure.

Grants for parks typically require a level of city matching funds

Setting aside funds for parks allows the city to apply for grants, hit shortfalls needed for current replacement and structures and fill gaps against park dedication for new expanded services.

Needs by Topic:

Ambassador Program

A conversation and update prior to budget discussion

Building Department

Building department continues to increase with demand and complexity of inspections. If the market holds and the City receives the commercial permits anticipated the department will not be able to maintain. This position would be reviewed in March and posted if the market, zoning and/or permit demands call for it.

- Add a seasonal inspector
 - May 15-Sept 30 (roughly 20 weeks)
 - Six to Eight hour a day schedule
- Building Inspections
 - Roofs, deck, siding, fence, driveway, etc.
- Code Enforcement
 - Inspections, resident assistance and tracking

Fence Consortium.

A conversation and update prior to budget discussion.

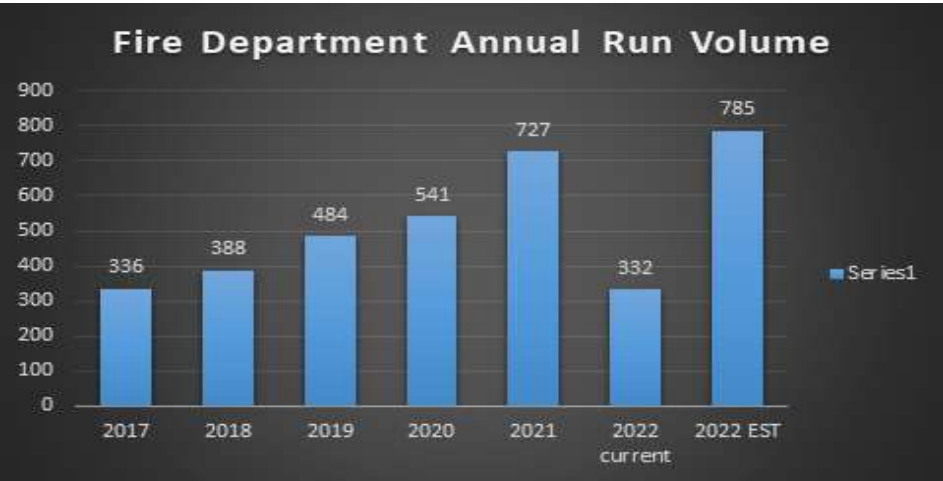
Fire

- Increase salary schedule starting January 1, 2023. Comparisons of surrounding cities are as follows:

| | St. Francis | East Bethel | Nowthen | Oak Grove | Andover | | St. Francis Proposed | |
|-----------------|-------------|-------------|-----------|-----------|---------|--|----------------------|-----------------|
| Step 1 | \$ 13.47 | \$ 13.39 | \$ 16.00 | \$ 12.86 | \$13.27 | | \$ 14.00 | 0-5 years |
| Step 2 | \$ 14.04 | \$ 15.11 | \$ 17.50 | \$ 14.20 | \$16.04 | | \$ 15.50 | 6-10 years |
| Step 3 | \$ 14.60 | \$ 16.76 | \$ 19.00 | \$ 15.54 | \$16.58 | | \$ 17.00 | 11-15 years |
| Step 4 | \$ 15.16 | \$ 18.45 | \$ 20.50 | \$ 16.76 | \$17.28 | | \$ 18.50 | 16 years and up |
| Step 5 | \$ 16.84 | | \$ 22.00 | \$ 18.16 | | | | |
| | | | | | | | | |
| Lieutenant | \$ 84.21 | \$ 192.36 | \$ 2.00 | | \$ 1.50 | | \$ 115.00 | |
| Captain | \$ 140.35 | \$ 239.51 | \$ 3.00 | | \$ 2.00 | | \$ 225.00 | |
| Assistant Chief | \$ 449.11 | \$ 787.20 | \$ 700.00 | | \$ 3.00 | | \$ 750.00 | |
| | | | | | | | | |

-
- Increase Captain A. from 8 hours a week to 16
- Increase Captain B. from 0 hours a week for 4
- Increase Lieutenants from 1 officer to 3 officers

Anticipated Run Volume for 2022 puts department at roughly 785 calls, it is anticipated at this rate run volume will hit 900 in 2023 and increase further with development of senior facility.



Water/Sewer Rates – Not being discussed as part of tonight’s discussion.

- Set up Levy first
- This will be reviewed at a work session in Sept/Oct.
- Fee schedule would be adjusted if needed Nov/Dec
- Effective January 2023

Conclusion

Council needs to set the Levy. Below are the current tax rates based on current, proposed and proposed with additions.

- The current tax rate for 2022 is 50.846%
- The proposed tax rate for 2023 is estimated to be 53.324%. This includes inflation in daily function, building fund and park fund. An anticipated 2.478% increase.
- The proposed tax rate for 2023, with Ambassador funding, Building Seasonal, Fence and Fire requests would be an estimate of 53.941%



WORK SESSION
 AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Housing Developments
DATE: 06-28-2022

OVERVIEW:

Staff continues to work closely with housing developers to create the needed parcels for new single-family homes. Staff works with developers early to identify what does and does not meet City Codes. Three projects are working through the process.

1. Rivers Edge 7th – Preliminary Plat Amendment

Attached are two plat designs.

#1 shows the preliminary plat that Council Approved in 2018. The area in yellow identifies the parcel needing an amendment. It was anticipated that the 40 acres would be fully developed and connected to water and sewer to then extend the City utilities north.

#2 shows the actual. After extensive work with the DNR this is the highest density and layout that will be accepted for development. The City lost the opportunity of multiple connections and homes. Staff is currently working with the developer to identify the approved County trail. Also looking into easements as the DNR has identified they do not want additional disturbance in the area between the river and the homes (Outlot A).

Due to the substantial reduction in the number of lots, the developer will be bringing the Preliminary Plat through the process for an amendment. The remaining outlot will not be eligible for development per the DNR.

Outlot A – this area has been reviewed by the DNR, the AC Conservation District, Anoka County Parks and City staff. To date Anoka County parks has adopted that the Rum River Trail continue north. However, there is ongoing discussion in regards to the proper ownership since the property cannot be used.

Loss of 44 housing units.

2. Turtle Ponds 6th Addition

Attached is the concept design that was brought before Planning Commission on June 15th. This is a unique design that is allowing us to maximize the lot and creating an opportunity for the city to gain housing and commercial space.

This lot is zoned as a commercial lot. The seller had sent several interested individuals into the City with ideas, however they were not able to get the pieces to work or presented find a permitted use. This lot has several challenges including the requirement to connect to City utilities, County road access and wetlands.

To make this site developable, the developer has committed to;

- Acquired the Turtle Ponds 4th addition to the east and will create a road network on City streets (construction to begin this summer)
- Instead of a single commercial use they worked with staff to incorporate 11 housing units to maximize the lot
- Will remodel the commercial space into an office connecting the existing building to city utilities and major improvements to aesthetics, pave the parking lot, etc.

This is an example of mixed-use development to create jobs and housing. This parcel would continue the Turtle Ponds PUD already in place surrounding the site. Project meets PUD Purpose as identified in City Code 10-51-01

Gain of 11 housing units.

3. Brothers Development at 235th Ave

Council reviewed the initial concept on May 2nd and provided comments to the developer. Below are the items brought up by Council and the response to those comments in regards to the development.

- Ensure Ivywood aligns north/south
 - Will be identified in civil drawings
- Road cutting into Lot 20.
 - Lot 20 is an existing home being sold to developer along with land being used for new lots.
- Road stub on the north end
 - Will show temp cul-de-sac on civil drawings. This road is intended to go north when that lot developers
- Lot sizes
 - Developer increased to 50' as requested by Council.
- Emergency Vehicles
 - Road is standard City street, meets emergency requirements. No concerns by engineering
- Future development
 - It is expected that this is the first of several lots to develop in this area. Development will carry the city utilities to the north and connect to west as planned.
- Connection to MUSA
 - All lots will be connected to City utilities
- Outlot and future use for park space
 - The outlot includes National wetland inventory.
 - Outlot will not be developed and will utilized for stormwater requirements

- City needs park dedication cash in lieu. It is not advised by staff to obtain more land.

One point that needs to be remembered is that this is not the last development in that area. This site is designed to blend into future development and neighborhoods and should not be looked at as a stand-alone development. This is what infill housing looks like when it is not a 40- or 120-acre parcel that is being developed.

Gain of 19 housing units (lot 20 will remain a sf unit in place)

Attachments:

Rivers Edge 2018 Approved Preliminary Plat

Rivers Edge updated Plat aka 7th Addition

Turtle Ponds 6th Addition Concept Plan

Brothers Development 235th Avenue updated Concept Plan

Brothers Development area GIS map

City Code 10-51-01 PUD Overlay Purpose

Pyramid of Discretion



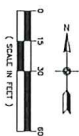


NOTES

- 1) No field work has been completed at this time.
- 2) Topography shown is LIDAR, which was provided by the client.
- 3) No field work has been completed at this time.
- 4) Wetlands shown are taken from the National Wetland Inventory and may not have field verified.

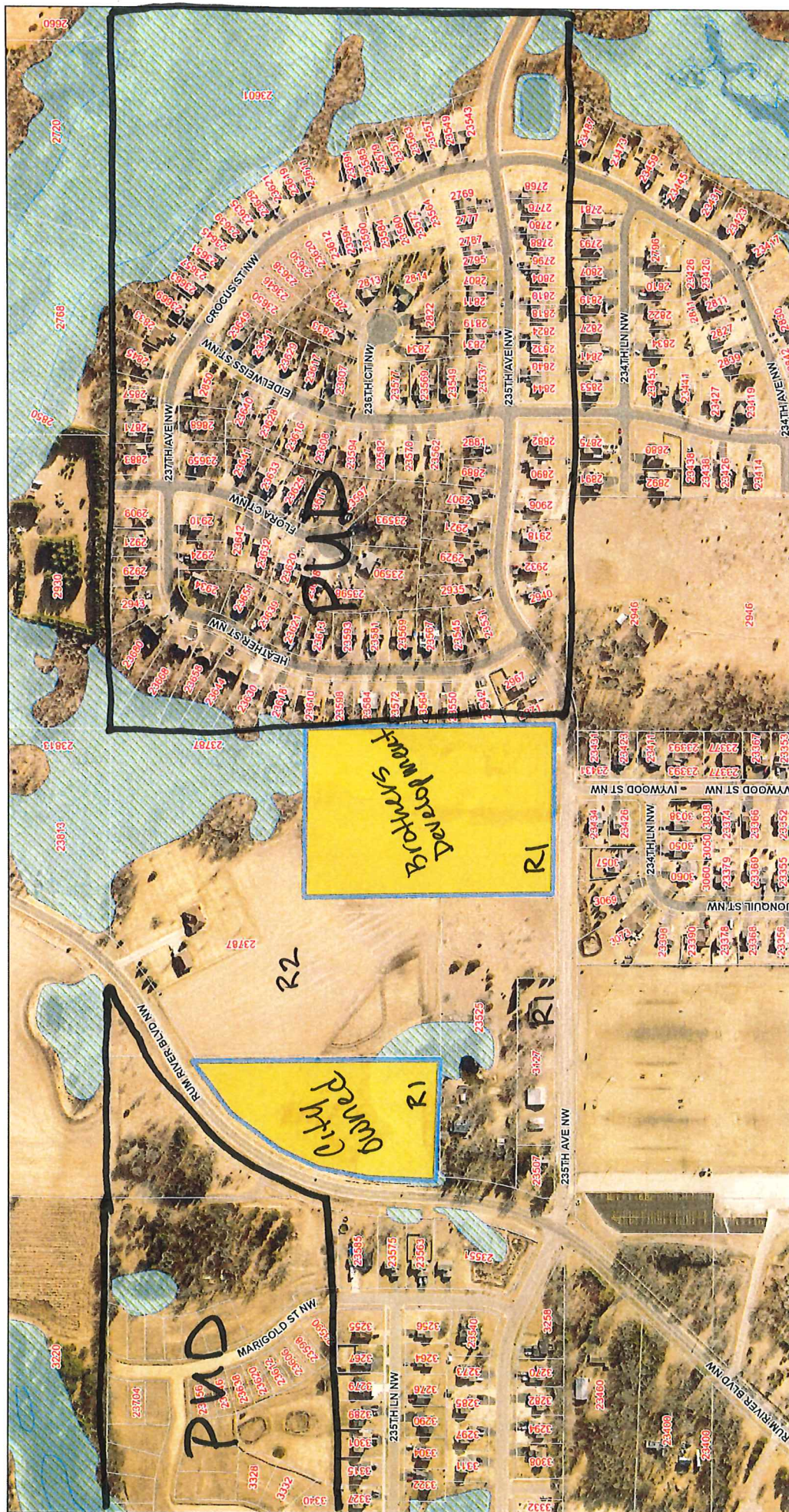
SITE DATA

TOTAL SITE AREA — 32.71 AC.
TOTAL NUMBER OF LOTS — 12
TOTAL NUMBER OF TOWNHOME UNITS — 11
OFFICE BUILDING — 1



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|---|--|---|---|
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| | REVIEW COPY 1 of 1 | | |

City of St Francis, MN



June 15, 2022

Address Labels

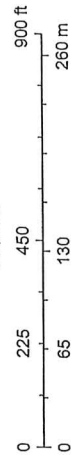
Road Labels

Parcels

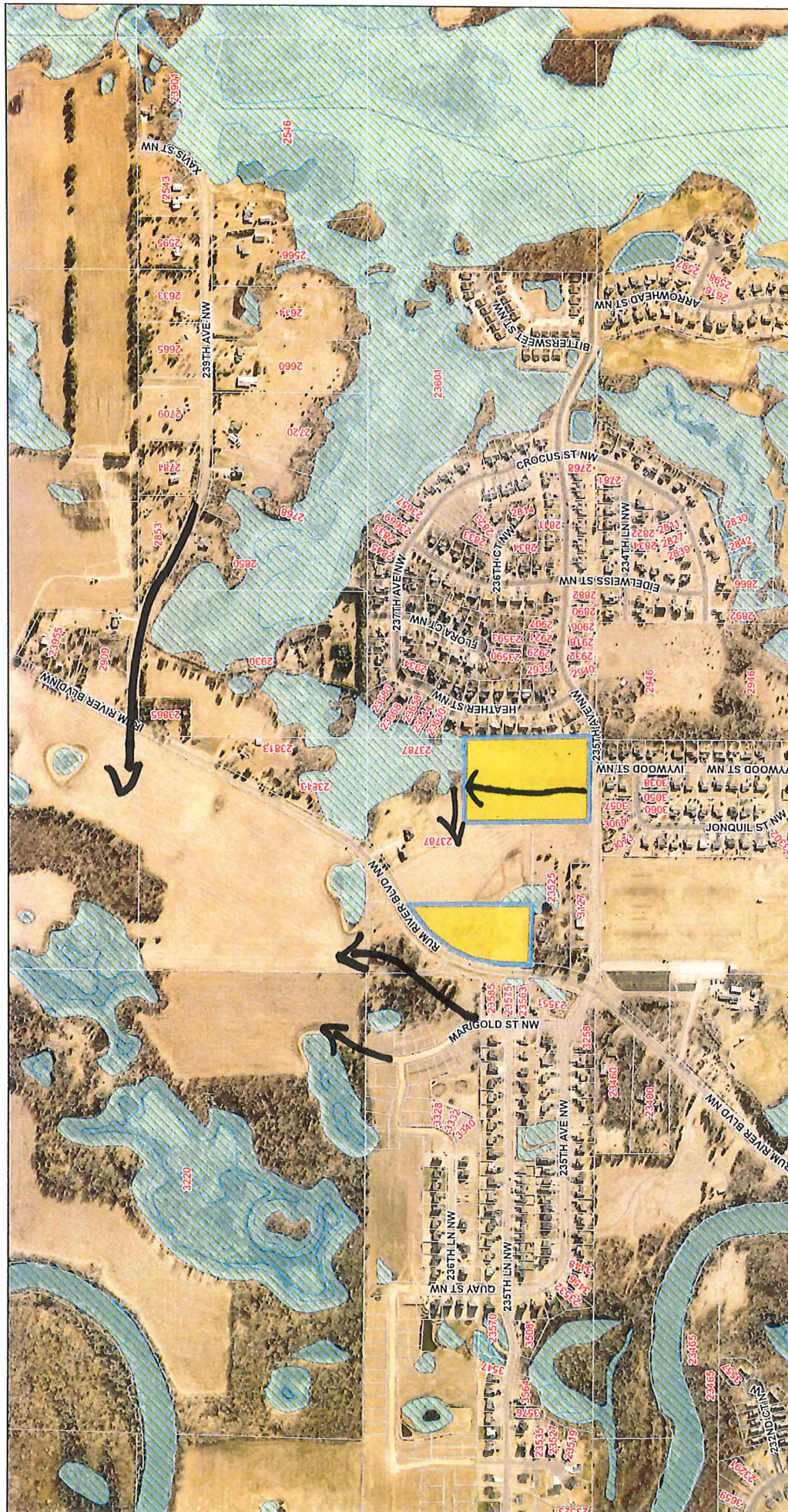
National Wetland Inventory

St. Francis City Boundary

1:3,253



Agenda Item # 3D.



June 15, 2022

Address Labels

Road Labels

Parcels

National Wetland Inventory

St. Francis City Boundary

Future Road Patterns Wetland Barriers

1:6,507



Agenda Item # 3D.

Code -
CHAPTER 10. - ZONING
DIVISION 5. - OVERLAY ZONING DISTRICTS
10-51-00. PLANNED UNIT DEVELOPMENT

The language below is from the currently adopted City Code. When Council reviews a PUD, items “A-I” are encouraged, however not all required. A development is encouraged to meet any of the items below with the catch all being item “I”.

Item “I” identifies that a project can show it produces “a clear and identified benefit to the City”. The benefit is not defined in code leaving flexibility for Council. The types of benefits typically used include, but are not limited to:

- Parks, Rec and trails
- Helps to get a use not possible otherwise, commercial or housing
- Reduce long term infrastructure costs
- Preservation of open space and long-term easements
- A high quality or unique design (rain gardens, extra features on the housing, neighborhood garden, etc.)
- Used to reach Comp Plan goals such as affordable housing or utility expansion

If Council wanted to pursue defining what the benefit is to a city and adopt a definition of that benefit they can do this. This could be beneficial when staff are working with developers to be able to tell them, “trails do not qualify”- for example. It could also be damaging by limiting the developers to a point they cannot make a product work otherwise or they feel we are over regulating and chose not to build here.

10-51-00. PLANNED UNIT DEVELOPMENT

10-51-01. Purpose.

The planned unit development (PUD) provisions are intended to allow for the mixing of uses and flexibility from the general performance standards to allow for more innovative and efficient design for the development of neighborhoods or areas. The PUD process, by allowing flexibility from the strict provisions of this Ordinance related to setbacks, heights, lot area, width, depth, yards, and other equivalent performance standards by rezoning to a PUD District (or as a conditional use when applicable), is intended to encourage:

- A. Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and siting of structures and by the conservation and more efficient use of land in such developments.

- B. Higher standards of site and building design through the use of trained and experienced land planners, architects and landscape architects.
- C. More convenience in location and design of development and service facilities.
- D. The preservation and enhancement of desirable site characteristics such as existing vegetation, natural topography and geologic features and the prevention of soil erosion.
- E. A creative use of land and related physical development which allows a phased and orderly transition of land from activity to another.
- F. An efficient use of land resulting in smaller networks of utilities and streets thereby lowering development costs and public investments.
- G. A development pattern in harmony with the objectives of the Comprehensive Plan. (PUD is not intended as a means to vary applicable planning and zoning principals.)
- H. A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the City.
- I. That the flexibilities granted through the PUD process for the development produce a clear and identified benefit to the City that would not have been achievable following the standard zoning procedure.

Pyramid of Discretion

