



## **CITY COUNCIL REGULAR MEETING**

St. Francis Area Schools District Office, 4115 Ambassador Blvd. NW

**Monday, May 02, 2022 at 6:00 PM**

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### **AGENDA**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
  - A. City Council Minutes - 04/18/2022
  - B. Police Officer Resignation
  - C. URRWMO Annual Budget Ratification
  - D. City Building Pre-Architectural Services
  - E. Community Development Project Assistance
  - F. St. Francis Lions Club Temporary Beer Permit for Pioneer Days 2022
  - G. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC**
- 6. SPECIAL BUSINESS**
- 7. PUBLIC HEARING**
- 8. OLD BUSINESS**
  - A. Vista Prairie St Francis Senior Living Development
    1. Ordinance 296 - Approving Rezoning 23465 St Francis Blvd NW from R-2 and PUD to R-3 - Second Reading
    2. Resolution 2022-22-Summary Publication of Ordinance 296, Rezoning 23465 St. Francis Blvd from R-2 and BPK to PUD R-3
- 9. NEW BUSINESS**
  - A. Bottle Shop Wage Schedule
  - B. Election Judges Wage Schedule
  - C. 3009 235<sup>th</sup> Ave NW Concept Review
  - D. Dollar General Minor Subdivision & Site Plan
  - E. Poppy Street and 229th Reconstruction
    - Resolution 2022-25 Calling for Public Hearing on the Poppy Street and 229th Lane Reconstruction Project
- 10. MEETING OPEN TO THE PUBLIC**
- 11. REPORTS**
  - A. Community Development Quarter One Report
- 12. COUNCIL MEMBER REPORTS**
- 13. ATTORNEY'S REPORT**

Move into closed meeting pursuant to Minn. Stat. 13D.03, Subd. 1(b), for the purposes of considering strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
- 14. UPCOMING EVENTS**
- 15. ADJOURNMENT**

**Councilmember Muehlbauer is attending via Zoom from: 711 E 32nd St. Yuma, AZ 85365**

Join Zoom Meeting

<https://us02web.zoom.us/j/83535157667?pwd=S2htSFFRamxPU3BobERvcGhSUXN0UT09>

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CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA  
St. Francis Area Schools District Office 4115 Ambassador Blvd. NW  
APRIL 19, 2022  
6:00 p.m.

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

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

**2. ROLL CALL**

Members Present: Mayor Steve Feldman, Councilmembers Joe Muehlbauer, Robert Bauer, and Sarah Udvig

Members Absent: Councilmember Kevin Robinson

Also present: Deputy City Administrator-City Clerk Jenni Wida, Deputy City Clerk/Accounting Tech Natalie Santillo, Interim City Administrator Kate Thunstrom, City Planner Beth Richmond (HKGi), Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Engineer Craig Jochum (Hakanson Associates, Inc.), Streets & Parks Supervisor Jeremy Shook, Water and Sewer Supervisor Parish Barten, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Liquor Store Manager John Schmidt, and Finance Director Darcy Muvihill

**3. APPROVAL OF AGENDA**

MOTION BY: MUEHLBAUER SECOND: UDVIG APPROVING THE REGULAR CITY COUNCIL AGENDA

Ayes: Udvig, Muehlbauer, Feldman, Bauer

Nays: None

Motion carried 4-0

**4. CONSENT AGENDA**

A. City Council Minutes – April 4, 2022

B. Official Signatures

Resolution 2022-19 Approving Official Signatures for 2022

C. Fitness Center Policy

D. Consideration of Contract and Appointment of City Administrator Kate Thunstrom

E. Job Posting for Community Development Director

F. Police Officer Opening

G. Liquor Store New Hire- Erik Hughes

H. Liquor Store New Hire- Kyler Loud

- I. Routine Dust Control
- J. Weber Inc- Pay Application #7
- K. Payment of Claims

MOTION BY: BAUER SECOND: MUEHLBAUER APPROVING THE CONSENT AGENDA ITEMS A-K.

Ayes: Bauer, Udvig, Muehlbauer, and Feldman  
Nays: None  
Motion carried 4-0

**5. MEETING OPEN TO THE PUBLIC**

Mayor Feldman asked if anyone wanted to speak. No one came forward.

**6. SPECIAL BUSINESS – NONE**

**7. PUBLIC HEARINGS – NONE**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**A. URRWMO- One Watershed One Plan**

Interim City Administrator Kate Thunstrom stated there is a request to provide direction to Andrew Wood to vote either to support or oppose the participation of the City in this plan as he represents the City on the Watershed board.

Mayor Feldman commented Council looked it over and he looked it over. He stated there is no cost to it. He stated it is basically to work together for improvements to the watershed area and the City can back out at any time. He asked if it was correct that by doing this it opens the City up to State money and grant money. Thunstrom replied that was her understanding.

Mayor Feldman commented the watershed is important to the City and Rum River is important to the City so he is in favor of this. He asked for Council comment.

Muehlbauer commented it being no cost and opening up the City to grant money that it is a good idea to participate.

Bauer commented he agreed.

Udvig commented she agreed as well.

Thunstrom summarized the direction of the Council is for Mr. Wood was to have him vote in support of participation in the One Watershed One Plan.



B. Vista Prairie St Francis Senior Living Development

1. Ordinance 296- Approving Rezoning 23465 St Francis Blvd NW from R-2 and PUD to R-3- First Reading
2. Resolution 2022-20- Approving the Preliminary Plat, Final Plat, and PUD Plans for the Vista Prairie St. Francis Senior Living Development

City Planner Beth Richmond gave a presentation on several land use and subdivision requests related to the Vista Prairie Senior Living Development. She stated the Planning Commission and Staff recommend rezoning to a PUD. She noted Staff has added a condition to be included in the resolution for the Preliminary final Plat and PUD plans to increase the trail width between the fitness path and the 47 trail to be eight feet. She stated the applicant was present to answer questions.

Mayor Feldman commented he liked what he sees. Because there are future buildings in the plans, he asked about the impervious part of the parking lot and the storm water. He asked if it was being taken into consideration the storm water being put in now. Richmond replied the imperious part is about 28% and they are allowed a significant amount more than that under the regular R-3 zoning so adding addition buildings is not of concern for Staff.

Mayor Feldman asked what the allowed amount was. Richmond replied she believed it was 50% but that it might be 80%. She would have to double check.

Mayor Feldman asked if either way with the additional buildings they would still be fine. Richmond replied yes, that is not a concern.

Mayor Feldman replied that was his only concern. He stated there are 139 units planned and asked about possible future expansion.

Steven Kunz from Vista Prairie replied it would depend on what the market would bare at that time. He stated a second phase project with their financing would have to wait five years. He stated they would anticipate that being an independent living senior apartment with 40-60 units or maybe some additional assisted living attached to the building.

Mayor Feldman commented he liked it very much. He thought the area was good and the way the site was laid out was impressive. He knew they made adjustments but it still looked good. He stated if they could get MNDot to work with them on 47 that would be great. He asked for Council comment.

Muehlbauer commented he thought it was a beautiful plan. He thought a lot of the residents he has spoken to over the last few years are excited. Whether they want to keep their family here or possibly bring their family closer to home.

Bauer commented he looked it over and felt it was a beautiful plan. He thought it should be at least six stories high but St. Francis isn't that big yet.

Udvig commented she is very excited. She stated it was big thing when she ran for City Council was to bring in some senior housing. She stated it is important for the community for people who have lived here their whole lives to have to leave to go to Minneapolis or something is very traumatic for them. She stated she is excited about the plan and thought it was beautiful.

Mayor Feldman stated he thought it was a good mix between assisted living and senior housing and memory care. He stated he sees that more in the marketplace for that type of facility which he thought was good. He asked when they were hoping to start this project. Steve replied the goal right now is late fall. He stated they are working on furthering their drawing and the process of going out to get construction bids and the financing process is about a four-month process. He stated the target is October or November.

Mayor Feldman asked if they have the operator, the company that will run it. Steven replied Vista Prairie Care is the owner/ operator and they are a nonprofit. He stated the great thing about a nonprofit owner/operator is that they are building it for the long term, not just to build it, fill it and then sell it. He stated it will be a quality building.

Mayor Feldman commented he thought it would be welcomed.

Jim Vett stated they are excited about this growth opportunity. He stated they own and operate nine locations in Minnesota along with one in Iowa, one in Wisconsin and one in Ohio. He stated they have headquarters in Brooklyn Park. He stated they serve about 450 people right now and would like more staff. He stated they are active members in the communities and want to be a part of this community. They encourage staff to volunteer in the community and the community help with the development. They are driven by their mission to provide compassionate care and joy filled environments. They are excited to design this and bring it to the community.

Mayor Feldman asked what attracted them to St. Francis for this facility project. Mr. Vett replied they have been looking to target a little closer to the twin cities and this community doesn't have anything senior related. He stated between the location, competition level and the people that can afford to live in this kind of property is what they are looking for. He stated there isn't any competition in the community, not even a nursing home. He added reasonable land prices were also a factor.

MOTION BY: MUEHLBAUER SECOND: UDVIG TO ADOPT ORDINANCE 296 APPROVING A REZONING REQUEST FOR 23465 ST FRANCIS BLVD NW FROM R-2 AND BPK TO PUD R-3 FIRST READING WITH FINDINGS AS

PRESENTED BY STAFF.

A roll call vote was performed:

Councilmember Udvig	aye
Councilmember Bauer	aye
Councilmember Muehlbauer	aye
Mayor Feldman	aye

Motion carried 4-0

MOTION BY: BAUER SECOND: MUEHLBAUER TO APPROVE RESOLUTION 2022-22 APPROVING THE PRELIMINARY PLAT, FINAL PLAT, AND PUD PLANS INCLUDING THE SITE PLAN FOR THE VISTA PRAIRIE ST. FRANCIS SENIOR LIVING DEVELOPMENT WITH CONDITIONS OF FACT AS PRESENTED BY STAFF.

Ayes: Bauer, Udvig, Muehlbauer, and Feldman

Nays: None

Motion carried 4-0

C. 2022 Street Rehabilitation Project Approval of Plans and Specifications  
Resolution 2022-21- Approving Plans and Specifications and Ordering  
Advertisement for Bids for the 2022 Street Rehabilitation Project

City Engineer Craig Jochum presented the project which will include improvements to Roanoke Street from Ambassador Boulevard to 241<sup>st</sup> Avenue and 23th Avenue from Rum River Boulevard to the east cul-de-sac. He stated Staff request consideration to Adopt Resolution 2022-21 Approving plans and specification and ordering advertisement for bids for the 2022 Street Rehabilitation Project.

Mayor Feldman commented that was a good plan they did years ago. He commended Joe Kohlmann for bringing it to their attention and for Council putting it into effect. He stated it is important and helps a lot. He asked for Council comment. There were none.

MOTION BY: UDGIG SECOND: MUEHLBAUER TO ADOPT RESOLUTION 2022-21 APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2022 STREET REHABILITATION PROJECT.

Ayes: Bauer, Udvig, Muehlbauer, and Feldman

Nays: None

Motion carried 4-0

**10. MEETING OPEN TO THE PUBLIC – NONE**

## 11. REPORTS

### A. Public Works Monthly Report- March

#### 1. Streets & Parks March Report

Streets & Parks Supervisor Jeremy Shook presented the Street & Parks Monthly report for the month of March 2022. He highlighted an average collection of street sweeping. He stated 90 miles of plowing was done in the month of March which differs from the last two years.

Mayor Feldman commented this winter there has been snow on the ground all year. He stated he is very glad they have the equipment that they do and the upgrades to make it safer for the guys that use it. He stated they do a good job. He asked for Council comments.

Muehlbauer thanked Shook for his work.

Bauer commented it was a great report.

Udvig commented it was a great report and encouraged Shook to keep up the good work.

#### 2. Water & Sewer March Report

Water & Sewer Supervisor Parish Barten presented the Water & Sewer report for March 2022. He highlighted that even though the weather wasn't great there was an uptick in the raw water use and effluent water at the water treatment plant. There was also an uptick in the locates which is indicative that people were active in March getting ready for projects. He stated there was maintenance done at the water treatment plant. He stated the newest operator passed his wastewater license.

Mayor Feldman commented he noticed no plugged pumps were reported, which hasn't happened in six years.

Barten replied that is a good thing.

Mayor Feldman commented it was a very good report. He stated they are doing great job of keeping the facility running at the level it is and that they hoped it would be. He stated it is state of the art and they are maintaining it.

Udvig commented it was a great report and hoped the pumps remain clear. She thanked them for their work.

Bauer commented it was a great report and thanked them for their work on behalf of the Council.

Muehlbauer commented that he would like Barten and Shook to pass on the appreciation.

Mayor Feldman agreed adding the staff don't hear appreciation enough from the Council and asked that they pass it on.

**B. Police Department First Quarter Report**

Police Chief Todd Schwieger presented the 2022 first quarter report for the Police Department. He stated the first few months of the year are always busy updating things. He stated officers completed predatory offender compliance checks this spring. He stated officers and staff participated and assisted in bringing on a couple of new officers. He stated both officers are doing well. He expressed appreciation to the staff for the extra work involved in onboarding the new officers. He stated a planning session was held for community events that are going to be held during the year. He gave an update on the body camera program that was implemented late last year. He stated officers are getting used to operating them every year and it is going well so far. He reviewed statistics for quarter one. He stated vehicle pursuits increased locally but also nationally. He stated officers are receiving additional training to be able to end pursuits safely.

Mayor Feldman asked what Schwieger thought was the reason for the increase.

Schwieger replied that a lot are getting away because a lot of departments have strict no pursuit policies now. He stated the reason they are keeping their policy and allowing officer discretion is because so far officers have made wise decisions regarding when to terminate pursuit. Factors include time of day, circumstance, the reason for the chase. He stated more have been terminated versus completed. He stated there is accountability to end them at slower speed. He stated it is a rising statistic. He highlighted awards given in to officers and residents during the quarter. He expressed pride in his staff for their accomplishments and bringing new officers on.

Mayor Feldman commented it was a good report. He stated he was glad to see the Toward Zero Deaths traffic statistic is going down. He asked Schwieger to explain welfare checks.

Schwieger replied periodically a request comes in to check on someone who hasn't been heard from in some time or the person can't be contacted. He stated discretion is used for these checks.

Mayor Feldman asked that it is not about a monetary check, it is checking on someone. He stated the Toward Zero Deaths statics is down but he was still surprised about the DUI's and DWI's. He stated he is amazed how many people at this stage in life still drink and drive.

Schwieger agreed and added distracted driving is still prevalent.

Mayor Feldman commented that when he was learning to drive he was told to drive defensively and felt that was more in play today. He stated he reads every one of the off week memos and is shocked. He encouraged the residents if they want to drink to stay home or let someone else drive for them. He asked for Council comment.

Udvig commented it was a great report. She stated it is great to see officers recognized and seek further training. She appreciated the officers involvement and friendliness in the community. She asked Schwieger to let officers know that Council appreciates them.

Bauer asked Schwieger to let the officers know they are appreciated and also to the FTO's for wanting to train and stay on in St. Francis. He stated it shows the police officers are community oriented and thanked them.

Muehlbauer also expressed appreciation. He asked if Councilmember Robinson was able to attend the class. Schwieger confirmed he was there and stated it went well. He stated there were new faces and people wanting to be involved.

Mayor Feldman stated he liked a portion of the report and read "events have become a vital component of establishing and maintaining a positive work relationship with the public which only contributes to St. Francis being a great place to live." He pointed out that it is important for people to not be afraid of the police but be able to call when needed and not worry about something else happening with that call. He stated Schwieger has done a great job in the six years the Council has known him to bring a community orientation to bring the community and police together. He commented Schwieger on this. He thought that was a big deal, especially in a small community. He stated people shouldn't be in fear of calling police or fire at any time. He stated it is not just about a fire or the police coming for whatever the issue is but they need to feel comfortable with the response and that is what Schwieger has done and it has been noticed by the Council.

#### C. Fire Department Monthly Report- March

Fire Chief Dave Schmidt presented the monthly report for the Fire Department for the month of March 2022. He highlighted they were busier during overnight hours which slowed their overall response time statistics. He stated calls were down comparatively from 2021 with 48 runs. He stated three members are on long term leave. He reported that there were zero calls that met criteria for COVID. There were five runs with an ambulance response time of over 20 minutes. He stated they have been busy with fire inspections for the month. He stated during the thunderstorm last week there was leak in the fire station roof which has been patched.

Mayor Feldman complimented Council and Staff for putting a maintenance plan in place because these buildings are old. He stated that just like taking care of yourself or a car, buildings need to be taken care of. He stated these buildings are coming to the end of their life expectancy that is why it is important why talks are continuing with the City Hall/ Fire Station. He continued as time goes on these buildings will decay more and even though they are maintained there will be big costs with roof systems that will entail big dollar amounts that they don't want to deal with. He stated one of the best things Public Works did was to make a maintenance contract with the roofing company. He asked if they solved the problem. Schmidt replied they will see with the rain in the forecast.

Mayor Feldman commented he was glad about the COVID statistic. He commented that with the EMS capabilities that the Fire Department shouldn't be called Fire Departments because they are Fire and EMS departments today. That trend is changing more and more. He stated he would like to live long enough to see individual ambulances in each city but didn't want to be naïve to think that would happen, although he thought it was very important. He stated he thought what Schmidt has done with his staff along with the police is excellent. He commended both departments on the grass fire recently that they had with multiple cities responding. He stated a great job was done by St. Francis with the city of Nowthen who have now become a helpful partner. He stated he hoped someday to see JPA's with cities around them. He stated with the City Hall/ Fire Station that is in the planning phase to keep in mind the uses today but more importantly the needs of tomorrow as they grow and cities around grow. He stated it was a good report. He stated that the Staff doesn't hear thanks enough for the work they do on a daily basis. He asked for Council comment.

Muehlbauer expressed appreciation for the Fire Department staff along with the other departments because they contribute and help the City run. He commented when he was in Phoenix a customer of his got a huge bill for a short ambulance ride from the City of Phoenix, which he didn't think reflected well on the city.

Mayor Feldman replied knowing they have to pay for it may influence if people want to use the service.

Udvig commented it was a great report. She liked to see the number of inspections and reinspections to get issues fixed.

Schmidt replied they have had great compliance with every fire inspection so far.

Udvig reiterated that staff does a great job and asked him to pass on their appreciation.

Bauer commented it was a great report and asked Schmidt to pass on appreciation. He asked how ambulances were tagged over 20 minutes.

Schmidt replied they are not tagging routine responses but work to ensure they are only capturing emergent responses.

Mayor Feldman commented that the audience that may be watching the meetings that Council just compliments just to say a nice thing. He stated he gives credit to anyone who deserves credit and he won't give someone who doesn't deserve credit. He stated they are complimenting Staff because they are appreciative of what they all do, not to make it seem everything is fine. He stated there are good days and bad days but they have a team that works through the bad days to make those days better for the residents they serve. They are a customer service business. He wanted to clarify that the thanks is given because of the work they do and he does sincerely mean it.

## **12. COUNCIL MEMBER REPORTS**

Udvig reported she attended the Work Session last week. She stated for community involvement the Bridge Church hosted an egg hunt and over 200 families attended.

Bauer reported he also attended the Work Session.

Muehlbauer reported he also attended the Work Session. He has been out of town a lot so he didn't have much to report. He thanked the Staff and congratulated Kate Thunstrom in person on her position.

Mayor Feldman reported he was at the Work Session. He stated Staff and Council do a lot of Work Sessions. He has stated all City business takes as long as City business takes whether that be a half hour or three hours. They have some long Work Sessions. He stated the Work Sessions are fruitful and a lot gets done which is good and important. He wanted the audience to understand the Council tries to have a good time and the Mayor isn't perfect. He reported on the Liquor Muni and stated there is a situation that in the contract they are supposed to retain 10% quantity of all tile used on the site but when they left they left two pieces of tile for the floor instead of ten boxes. They left three pieces for the wall by the wine tasting area and two pieces of break room tile. He repeated the contract says 10% of any quantity used. He stated when the contractor returned all the tile he was concerned that they wouldn't be able to get the tile and would have to crack up the floor to replace it which they don't want to do. He stated he contacted the where it was returned and set aside the ten boxes that would have been the 10% so he has them on hold. He stated it is a cost of \$74.15, he didn't believe they should pay for it but wanted to get the tile here. He let the Council know he will get it delivered and take it off the retainage of the contracted company.

Muehlbauer asked if they already paid for it because it was a part of the contract.

Mayor Feldman replied that is what he is disputing because he thought credit should have been given. He stated there have been issues with them with things like this. He stated



Assistant City Attorney Dave Schaps, Water & Sewer Supervisor Parish Barten, and Streets & Parks Supervisor Jeremy Shook are in the loop with everything they are doing. He wanted to bring the need for the tile on site to the Council's attention. He didn't want to take a chance that the manufacturer goes out of manufacturing and the floor has to be taken out and the whole store shut down for that. He stated that is why there is a clause in the contract that 10% of the floor is to be left for future use.

Muehlbauer asked the City already paid for it and now will be paying for it again.

Mayor Feldman replied they will take it out of the retainer so the company will not get it and covers the cost. He stated what they did was returned all of the tile instead of keeping out the 10% portion of unused tile that they should have. He stated there have been issues with Weber and he would never work with them again.

Mayor Feldman stated the front door closers on the outside doors were actually interior closers so when the wind comes the doors would stay open. He stated Liquor Store Manager John Schmidt mentioned that awhile ago. He stated recently he had two bids done and ordered the new heavy closers for those doors because he didn't want to go through anything that would close the store down. He stated he had two bids that were around \$18 apart and went with the company that did the closers for the City Hall. So far things have been working well so far. He stated that is one of those things you find when doing remodeling as time goes on. He wanted Council to know that has been done. He stated the only thing for staff to do is to put steel cores on the corner posts on the corner wall. Barten ordered those, the threshold has to be changed, and should the legal papers be done, it would close out this project. He stated the frustration is that it will be one year since the start of this project which started May 17, 2021 and it will be now be May 17, 2022 and he is still dealing with Weber. He stated he is not in favor low ball bids anymore, but low qualifying bids. He stated he will never do this amount of work for nothing again in his life. He stated that Minnesota DOLI code states that when an attachment is made to an existing building, the existing building has to be brought up to code. He stated if they hadn't gotten involved, this amount of money or more would have been spent and they would have gotten less quality of a building. He stated they have a high quality building that is up to code now that should last quite a number of years. At that point down the road when that building has to be changed that city administration will have to go a different direction, take that building down and put up a new one. He stated this building now is being used for what it was designed for, a liquor store, which is what it was meant to be but never meant to be, there were other things in that building before. It was a bar before, then on sale liquor, it was the City Hall, and now it is being designed and built for what it is being used for. He stated there is only one other building in the City that has ever had that and that is Police and Public Works, every other thing in the City has been pieced together and they have had to deal with maintaining it, which they have, but now they are having to deal with it in bigger ways. He stated the full staff at the Liquor Muni, Jeremy, Parish and Paul, and City Attorney Dave Schaps, have done a great job of supporting him in getting this done. He stated he didn't know he was going to do that amount of work. He thought he was just going to go to some construction meetings and oversee it but that is not how it turned out. He stated he hoped the Council has all seen

the finished result as it is a very nice looking building that gets a lot of compliments and will generate a lot of revenue over time. He stated John is going to ask for a Work Session soon to work on promotion of the store.

Mayor Feldman congratulated Kate Thunstrom on behalf of the Council. He thanked City Planner Beth Richmond for all her work and congratulated Finance Director Darcy Mulvihill on her sixth grandchild. He stated it is amazing how she went from zero to six, her family has been very busy. He thanked the Staff and asked them to keep up the good work and be safe.

### **13. UPCOMING EVENTS**

April 20, 2022 – Planning Commission Meeting – 7:00 p.m.

April 30, 2022 – Spring Recycling Event

May 2, 2022 – City Council Meeting – 6:00 p.m.

May 9, 2022 – City Council Work Session – 5:30 p.m.

### **14. ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular City Council at 6:58 p.m.

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Jennifer Wida, City Clerk



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Police Officer Resignation  
**DATE:** May 2<sup>nd</sup>, 2022

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### **OVERVIEW:**

On April 20th, 2022 a letter of resignation was received from Officer Tyler Johnson indicating that he was terminating his employment with the City of St. Francis effective immediately. After only two months with the police department Officer Johnson advised that he was leaving the law enforcement profession entirely including a part-time position with another agency. Officer Johnson stated he was doing so for personal reasons and neither the City nor the police department contributed to his decision to leave law enforcement.

### **ACTION TO BE CONSIDERED:**

City Council approval to accept the resignation of Officer Tyler Johnson and to post an opening seeking candidates to fill the vacancy created by the resignation.

### **BUDGET IMPLICATION:**

The department is currently budgeted for 12 licensed police officers.

Attachments:



CITY COUNCIL  
AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, Interim City Administrator  
**SUBJECT:** URRWMO Annual Budget Ratification  
**DATE:** May 2, 2022

**OVERVIEW:**

Attached is the Annual URRWMO Budget. All member cities have to ratify the budget.

- ♦ This budget categorizes operating and non-operating expenses
- ♦ The budget is consistent with the approved URRWMO watershed management plan

**ACTION TO BE CONSIDERED:**

Motion to approve the URRWMO Budget

**Attachments:**

- 2023 Budget
- Annual Mini-Report to Cities



## 2023 Budget for Cities' Ratification

3/1/2022

#	NON-OPERATING (WORK PLAN) EXPENSES	Cost	Bethel 1.08%	East Bethel 23.45%	Ham Lake 1.62%	Nowthen 23.83%	Oak Grove 29.52%	St. Francis 20.50%
1	Water Monitoring Fund*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Lake Level Monitoring - Lake George, East Twin Lake, Coopers Lake, Minard Lake	\$1,400.00	\$15.12	\$328.30	\$22.68	\$333.62	\$413.28	\$287.00
3	Lake Water Quality Monitoring: Lake George	\$2,060.00	\$22.25	\$483.07	\$33.37	\$490.90	\$608.11	\$422.30
4	Stream Water Quality Monitoring - Rum R at CR 24, Rum R at CR 7, Seelye Br at CR 7, Cedar Cr at CR 9, Ford Br at CR 63	\$4,650.00	\$50.22	\$1,090.43	\$75.33	\$1,108.10	\$1,372.68	\$953.25
5	Reference Wetland Hydrology Monitoring - 5 sites	\$2,100.00	\$22.68	\$492.45	\$34.02	\$500.43	\$619.92	\$430.50
6	Biomonitoring - Rum River by St. Francis High School. URRWMO to request funds from American Legion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Website - Annual Operations	\$745.00	\$8.05	\$174.70	\$12.07	\$177.53	\$219.92	\$152.73
8	URRWMO public education and outreach	\$1,104.00	\$11.92	\$258.89	\$17.88	\$263.08	\$325.90	\$226.32
9	Anoka Co Water Resource Outreach Collaborative	\$1,250.00	\$13.50	\$293.13	\$20.25	\$297.88	\$369.00	\$256.25
10	Projects as detailed in the 10-year Plan	\$16,153.00	\$174.45	\$3,787.88	\$261.68	\$3,849.26	\$4,768.37	\$3,311.37
11	Subwatershed Assessment Studies (SWAs) for priority waterbodies. Match for grants	\$2,000.00	\$21.60	\$469.00	\$32.40	\$476.60	\$590.40	\$410.00
12	Watershed Coordinator, component activities/costs listed below							
13	Facilitate technical advisory committee (TAC) meetings	\$425.00	\$4.59	\$99.66	\$6.89	\$101.28	\$125.46	\$87.13
14	WRAPS review	\$500.00	\$5.40	\$117.25	\$8.10	\$119.15	\$147.60	\$102.50
15	Grant applications	\$1,071.00	\$11.57	\$251.15	\$17.35	\$255.22	\$316.16	\$219.56
16	<b>TOTAL</b>	<b>\$33,458.00</b>	<b>\$361.35</b>	<b>\$7,845.90</b>	<b>\$542.02</b>	<b>\$7,973.04</b>	<b>\$9,876.80</b>	<b>\$6,858.89</b>

#	OPERATING EXPENSES	Cost	Bethel 16.67%	East Bethel 16.67%	Ham Lake 16.67%	Nowthen 16.67%	Oak Grove 16.67%	St. Francis 16.67%
17	Copies & Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Recording secretary	\$1,400.00	\$233.33	\$233.33	\$233.33	\$233.33	\$233.33	\$233.33
19	Insurance-League of MN Cities Insurance Trust	\$2,539.00	\$423.17	\$423.17	\$423.17	\$423.17	\$423.17	\$423.17
20	Administrative fee charged to member communities - for Watershed Coordinator, component activities/costs listed below							
21	Annual financial report to State Auditor	\$706.00	\$117.67	\$117.67	\$117.67	\$117.67	\$117.67	\$117.67
22	Annual activity report to MN Board of Water and Soil Resources	\$1,413.00	\$235.50	\$235.50	\$235.50	\$235.50	\$235.50	\$235.50
23	Facilitate regular URRWMO meetings	\$3,532.00	\$588.67	\$588.67	\$588.67	\$588.67	\$588.67	\$588.67
24	Administrative fee - misc other tasks in WMO plan	\$1,766.00	\$294.33	\$294.33	\$294.33	\$294.33	\$294.33	\$294.33
25	<b>TOTAL</b>	<b>\$11,356.00</b>	<b>\$1,892.67</b>	<b>\$1,892.67</b>	<b>\$1,892.67</b>	<b>\$1,892.67</b>	<b>\$1,892.67</b>	<b>\$1,892.67</b>
26								
27	<b>TOTAL BUDGETED AMOUNT</b>	<b>\$44,814.00</b>	<b>\$2,254.01</b>	<b>\$9,738.57</b>	<b>\$2,434.69</b>	<b>\$9,865.71</b>	<b>\$11,769.47</b>	<b>\$8,751.56</b>
28								
29	First 1/2 of budget due on or before January 1	\$22,407.00	\$1,127.01	\$4,869.29	\$1,217.35	\$4,932.85	\$5,884.73	\$4,375.78
30	Second 1/2 of budget due on or before July 1	\$22,407.00	\$1,127.01	\$4,928.16	\$1,173.46	\$4,932.85	\$5,884.73	\$4,375.78

\* The URRWMO Plan includes \$7,500 per year for water monitoring. Anytime the actual monitoring expenses for the year are lower than this amount, the balance is placed into a fund to cover years when planned monitoring is >\$7,500. The results is consistent, predictable budgeting for the communities.

INFORMATION  
FOR CITY  
COUNCILS  
ABOUT THE UPPER  
RUM RIVER  
WATERSHED  
MANAGEMENT

URRWMO  
BOARD

**City of Bethel**  
Ryan Seguin  
Patrick Sullivan

**City of East Bethel**  
Tim Harrington  
Radja Lohse

**City of Ham Lake**  
Vacant  
Vacant

**City of Nowthen**  
Dan Breyen (V. Chair)  
Joel Greenberg

**City of Oak Grove**  
John West (Chair)  
Dan Denno

**City of St. Francis**  
Andrew Wood  
Vacant



MARCH 2022

Annual Mini-  
Report  
to Cities

Rum Riverbank  
Stabilizations  
Underway

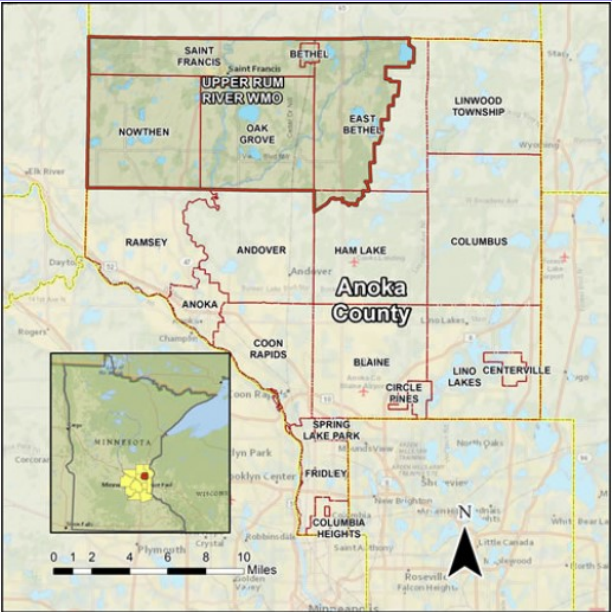
Recent and upcoming flagship projects for the Upper Rum River Watershed Management Organization (URRWMO) include Rum Riverbank stabilizations. These projects have been done to protect private and public lands while reducing nutrients and sediment entering the river. Habitat components are also included to improve the fishery.

These projects are using multiple grants secured by a partnership of the URRWMO, Lower Rum River WMO, Anoka County and Anoka Conservation District. The group has secured \$1.4M in funds.

One visible project is just south of the Viking Blvd Bridge. In 2021, 400 linear ft of eroding riverbank was re-graded, stabilized with rock rip-rap, and is being re-vegetated.

Less visible projects include 3/4 mile of cedar tree revetments completed in 2021. This technique fixes less severe erosion by anchoring cut cedar trees along the bank.

In 2022 we are planning riverbank stabilizations at Dellwood Park in St. Francis and two private properties in Oak Grove, amongst others.



Map of the URRWMO





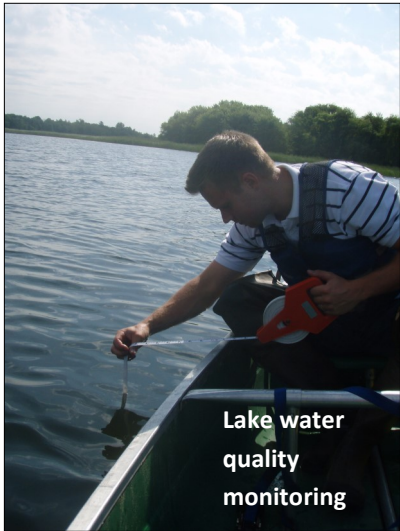
# 2021 Accomplishments

- ◆ **Straight A's** —Lake George and East Twin Lake water quality monitoring found "A" letter grade conditions.
- ◆ **Regional Watershed Plan completed**— A Rum River "One Watershed One Plan" is in the approval stage. The plan has the mutual priorities of counties, watershed organizations, and soil & water conservation districts from Mille Lacs Lake to Anoka. The URRWMO has worked throughout planning to ensure local priorities are included. The State is providing \$1.3M every other year to implement the plan.
- ◆ **St. Francis High School Biomonitoring**—150 students in 2021 & 1,650 since 2000 monitored the Rum River. The American Legion provided financial support for students to catch macroinvertebrates (bugs) and use them to gauge river health.
- ◆ **Secured, surveyed 8 George Lakeshore stabilization projects** — Identified eroding lakeshores and worked with the lake group to reach out to the owners. 34 properties were interested; we have funding for 8.
- ◆ **Constructed 1 Lake George shore stabilization**— Installed 20 linear feet with grant and owner funds.



# 2022 Plans

- ◆ **Construct 7 George Lakeshore stabilization projects** - Using state grant funds we'll stabilize 588 linear feet of lakeshore. Sites have active erosion and willing landowners who will pay a portion of the cost.
- ◆ **Construct Dellwood Park Rum Riverbank stabilization**— Over 700 linear feet of riverbank erosion in St. Francis will be corrected with grant funds.
- ◆ **Construct Rum Riverbank stabilization near 221st Ave**— Over 300 linear feet of severe riverbank erosion to be corrected across two private properties with grant, local, and landowner funds. Photo on page 1, bottom.
- ◆ **Complete Middle Ford Brook SWA**—This study identifies and ranks projects for water quality improvement.
- ◆ **Decide on projects for \$371K+ in grant funds** — URRWMO, Lower Rum River WMO, and Anoka Conservation District will receive \$371,000 in state grant funds for priority projects. Projects TBD, but likely include storm-water treatment, riverbank stabilizations, and septic system fixes at low income households in shoreland areas.
- ◆ **Join Rum watershed partnership?** - We'll consider joining a joint powers entity to implement the Rum One Watershed One Plan. This would allow upstream collaboration on \$1M in grants, some of which could be used locally.





## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, Interim City Administrator  
**SUBJECT:** City Building Pre-Architectural Services  
**DATE:** May 2, 2022

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### **OVERVIEW:**

At the April 18<sup>th</sup> meeting, Council accepted the RFP from Brunton Architect to work with the city on the design phase of a future city hall and fire station building. This step is not a commitment to build but to review the site and space of a future building. Attached is the contract to move forward with those steps. The Contract has been reviewed by Legal.

### **ACTION TO BE CONSIDERED:**

Staff recommends Council review and approve the attached contract for Pre-Architectural services.

### Attachments:

- AIA Standard Agreement between Owner (City of St. Francis) and Architect (Brunton)



# **AIA® Document B104™ – 2017**

## **Standard Abbreviated Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the twelfth day of April in the year 2022  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of St. Francis  
 23340 Cree Street NW  
 St. Francis, Minnesota 55070  
 Telephone Number: 763-753-2630

and the Architect:  
*(Name, legal status, address and other information)*

Brunton Architects & Engineers S - Corporation  
 225 Belgrade Ave  
 North Mankato, MN 56003

for the following Project:  
*(Name, location and detailed description)*

City Hall, Fire Station and Community Center  
 Bridge St  
 St. Francis, Minnesota, 55070

Pre-Design professional services for a new City Hall, Fire Station, and Community Center  
 on Bridge Street.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

This contract includes Pre-design Architectural professional services which include comprehensive document review of the studies performed to date, conduct site analysis of the proposed project location, and develop a formal pre-design report/needs analysis with probable cost estimates for the complete project scope. Provide a detailed building programming and space needs analysis for the future Community Center.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

### .1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars and no cents (\$1,000,000) for each occurrence and Two Million Dollars and no cents (\$2,000,000) in the aggregate for bodily injury and property damage.

### .2 Automobile Liability

Policy limits of not less than One Million Dollars and no cents (\$1,000,000) per claim and One Million Dollars and no cents (\$1,000,000) in the aggregate for bodily injury and property damage along with any statutorily required coverage.

### .3 Workers' Compensation

Statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars and no cents (\$500,000).

### .4 Professional Liability

Professional liability covering negligent acts, errors and omissions in the performance of professional services with the policy limits of not less than Two Million Dollars and no cents (\$2,000,000).

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

## § 3.3 Construction Documents Phase Services

*(Paragraphs deleted)*

## § 3.4 Construction Phase Services

### § 3.4.1 General

*(Paragraphs deleted)*

§

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Exhibit A rates are valid for 12 months from date of this agreement.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Four ( 4 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the



Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

Claims or disputes with a monetary value of \$50,000.00 or less shall be resolved by arbitration.  
Claims or disputes with a monetary value greater than above shall be resolved by litigation in court of competent jurisdiction.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.



## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Owner shall pay Architect 10% of remaining fee

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Owner shall pay Architect 10% of remaining fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11    COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1    Stipulated Sum  
*(Insert amount)*

.2    Percentage Basis  
*(Insert percentage value)*  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3    Pre-Design Architectural Professional Services  
*(Describe the method of compensation)*

1.   Comprehensive Document Review (City Hall & Fire Station) - \$4,500.00

2.   Site Analysis (City Hall & Fire Station) - \$12,500

3.   Pre-Design Report/Needs Analysis (City Hall & Fire Station) - \$3,000

4.   Programming/Space Needs Analysis (Community Center) - \$4,500

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation shall be based on the Architects current cost rates- See Exhibit A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Additional Services compensation shall be based on the Architects current cost rates- See Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: N/A

(Table deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A- 2022 Brunton Architects & Engineers Hourly rates

Employee or Category	Rate
§ 11.8 Compensation for Reimbursable Expenses	
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:	
.1	Transportation and authorized out-of-town travel and subsistence;
.2	Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3	Permitting and other fees required by authorities having jurisdiction over the Project;
.4	Printing, reproductions, plots, and standard form documents;
.5	Postage, handling, and delivery;
.6	Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7	Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8	Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect’s consultants;
.9	All taxes levied on professional services and on reimbursable expenses;
.10	Site office expenses; and
.11	Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

## § 11.9 Payments to the Architect

### § 11.9.1 Initial Payment

An initial payment of Two Thousand Dollars (\$ 2,000.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5% % Monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*
- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*  
  
Exhibit A- 2022 Brunton Architects & Engineers Hourly rates
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Init.

This Agreement entered into as of the day and year first written above.

*Corey Brunton*

OWNER (Signature)

ARCHITECT (Signature)

Steve Feldman Mayor  
(Printed name and title)

Corey Brunton, President / CEO  
(Printed name, title, and license number, if required)

Init.



## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, Interim City Administrator  
**SUBJECT:** Community Development Project Assistance  
**DATE:** May 2, 2022

---

### **OVERVIEW:**

With the city being short staffed and the positions that are open, I am requesting assistance in managing the large redevelopment project called Patriot Parkway. As this project is a heavy mix of public works and community development and requires coordination with engineering and planning, it has become difficult to manage with the current workload.

Staff met with the commercial business waiting to construct at this location as soon as September. The current gap is on the City side and the need to organize the pieces to get the infrastructure in place and the land use organized. This also requires agreements with the Church and the developer of the City owned parcel.

This contract would work with the City team to move the project forward for development. As identified in the contract, it is anticipated to take roughly up to 70 hours to complete this one project. The current staffing issues do not allow me to take that much time on any one item and the businesses are becoming frustrated.

Staff is recommending that the city enter into the contract with Streetar Consulting to manage the steps needed to move the Patriot Parkway project forward. Legal has reviewed the contract.

### **ACTION TO BE CONSIDERED:**

Council to review and approve entering into the Contract with Streetar Consulting.

### **BUDGET IMPLICATION:**

Funds are available in the Community Development department budget

### **Attachments:**

- Streetar Consulting Patriot Parkway Project Work Plan
- Streetar Consulting Master Services Agreement

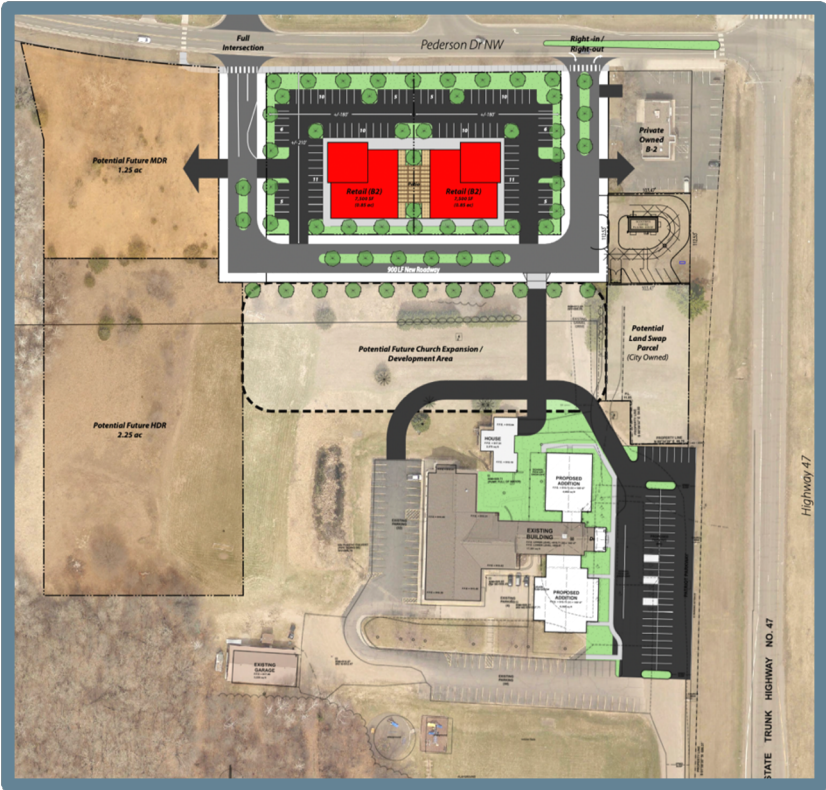




Streetar Consulting, LLC  
3515 Pierce Street NE, Minneapolis, MN 55418

PATRIOT PARKWAY PROJECT  
WORK PLAN  
SUPPLEMENTAL PROPOSAL 2022 - 3

Prepared for the City of St. Francis, MN  
15 April 2022





Streetar Consulting, LLC  
3515 Pierce Street NE, Minneapolis, MN 55418

15 April 2022

Ms. Kate Thunstrom  
City Administrator  
City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**RE: Patriot Parkway Project Work Plan**

Ms. Thunstrom:

Please find attached the Patriot Parkway Project Work Plan. The work plan describes the work, to be completed by the consultant, which will result in a preliminary plat, to include the dedication of land for a public road to serve the project area. The contract is comprised of the Master Services Agreement and Supplemental Proposal 2022-3 and Work Plan. If acceptable to you, please sign the Master Services Agreement and Supplemental Proposal 2022-3 and return them to me. I am happy to review the work plan with you and answer any questions you may have. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Robert E. Streetar'.

Robert Streetar, DPA  
Principal & Project Manager  
612 834 3056  
[bob@streetarconsulting.com](mailto:bob@streetarconsulting.com)



**Background:** A church owns most of the property that comprises the Patriot Parkway Project area. There are two other small parcels that are privately and publicly owned. The church desires to develop its property and use the land sale proceeds to expand its existing church within the project area. The city also desires the development of this property, along with a new public road (the “loop road”) to serve this new development. Currently, there are a number of potential users waiting for this property to be made ready for development. To facilitate project area development, the church and city have agreed that the city shall take the lead in preparing the property for development. Preparing the property for development will require, at a minimum, the completion of the task identified below.

**Work Plan Goals:** Prepare the project area for development.

**Work Plan Tasks:** Under the direction of the City Administrator, the consultant will direct and manage others, to ensure the completion of the following tasks, as they relate to the project area:

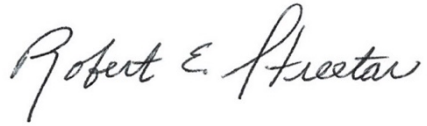
1. Develop a completion timeline and budget related to tasks 2 – 6;
2. Comprehensive Plan map and text amendments
3. Zoning text and map amendments
4. Preliminary and Final Plat, with land dedication for the public road, and related tasks:
  - a. Title work
  - b. Alta Survey
  - c. Wetland Delineation
5. Stormwater plan
6. Soil borings in the area of the new public road
7. Attend Planning Commission, and Council meetings, as requested by the City Administrator.
8. Attend meetings with other regulators, e.g. MnDot, Watershed, County, as requested by the City Administrator.
9. Attend meetings with church officials and potential property users, as requested by the City Administrator.
10. Provide regular updates to and seek direction from the City Administrator.

**Fee Schedule:** It is estimated that completing the work plan will take 70 hours with a cost of \$9,500.

---

Kate Thunstrom, City Administrator

Date



15 April 2022

---

Robert Streetar, Principal

Date

**MASTER SERVICE AGREEMENT**  
**STREETAR CONSULTING LLC**

This Master Service Agreement (this “Master Agreement”) is made this 15<sup>th</sup> day of April, 2022 (the “Effective Date”), by and between the City of St. Francis, a Minnesota municipal corporation with its principal office located at 23340 Cree St. NW, St. Francis, MN (the “City”), and Streetar Consulting LLC, a Minnesota limited liability company with its principal office located at 3515 Pierce Street NE, Minneapolis, MN 55418 (“Consultant”).

**I. OVERVIEW OF SERVICES; SUPPLEMENTAL PROPOSALS.** Throughout the term of this Master Agreement, Consultant will provide certain planning, community and economic development services (collectively, the “Services”) to the City on an as-needed, as-requested basis. Although Services may deviate depending on specific needs, goals, and requests of the City, they are expected to generally consist of the following:

- (a) strategic planning tasks;
- (b) planning, housing, economic development, redevelopment project management;
- (c) policy, program and strategy research and analysis;
- (d) other facets of land use planning, small area planning, zoning and subdivision, economic development, housing, and neighborhood and downtown revitalization;
- (e) other planning, community or economic development-related services that are requested by the City.

Services related to projects that are larger or otherwise need to be specifically refined in scope, as determined by the parties, may be articulated and agreed to separately pursuant to supplemental, project-specific proposals (each, a “Supplemental Proposal”), which may be submitted by the Consultant throughout the term of this Agreement and deemed effective once executed by the city administrator. Unless otherwise expressly noted within, Supplemental Proposals shall be subject to all of the terms and conditions contained in this Master Agreement. Supplemental Proposals may be provided by Consultant to the City in the general form attached hereto as Exhibit A.

Notwithstanding the foregoing, nothing contained in this paragraph shall preclude the Consultant from performing any Services in accordance with this Master Agreement at the City’s direction absent a Supplemental Proposal. All Services provided by Consultant under this Master Agreement, whether or not pursuant to a Supplemental Proposal, shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

**II. COST OF SERVICES.** Unless specified otherwise in a Supplemental Proposal, all Services provided pursuant to this Master Agreement will be billed at the rate of \$136 per hour, billed in 15-minute increments, including travel time, along with reimbursement for mileage at the IRS-approved reimbursement rate, materials, and supplies. Consultant shall invoice the City on a monthly basis for all Services performed and any other reimbursable costs specified herein, and the invoice will include the number of hours and a description of all Services performed by Consultant. Payment to Consultant by the City shall be due within 35 days of the date of the invoice in accordance with Minnesota Statutes, section 471.425. The City shall not be responsible

for payment for any additional costs or work performed by Consultant that is outside the scope of this Master Agreement or Supplemental Proposal, as the case may be, unless expressly pre-approved by the City.

**III. CITY’S REPONSIBILITIES.** Either on its own initiative or upon request by Consultant, the City shall provide Consultant with all available relevant materials pertaining to completion of the Services. City staff shall also make reasonable efforts to communicate with Consultant in relation to any ongoing projects and to ensure that the Consultant can perform the Services in a manner satisfactory to the City.

**IV. TERM AND TERMINATION OF AGREEMENT.** The term of this Master Agreement shall commence on the Effective Date and continue until terminated by one of the parties in accordance with this paragraph. Subject to the rights of termination described below, this Master Agreement shall be deemed to be automatically extended from year-to-year. This Master Agreement may be terminated by either party at any time by giving 30 days’ written notice to the other party at its address provided above. Upon termination, Consultant shall be paid by the City for all Services rendered by Consultant and all other pre-approved costs incurred by Consultant as of the date of the termination for which Consultant has not yet been compensated.

**V. INDEPENDENT CONTRACTOR.** All Services provided shall be provided by Consultant as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Consultant, or any other person engaged by Consultant in the performance of the Services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Consultant, its employees, subcontractors, or agents, or other persons engaged by Consultant in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Consultant, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City’s employees, except as otherwise stated in this Master Agreement.

**VI. INDEMNIFICATION.** Consultant shall indemnify, defend, and hold harmless the City and its officials, employees, Consultants and agents from claims, losses, liabilities, and expenses (including reasonable attorneys’ fees and expenses of litigation) caused by any negligent act or omission by Consultant, engaged by Consultant in the performance of the Services pursuant to this Master Agreement. Likewise, the City agrees that it will indemnify, defend, and hold harmless the Consultant, and any employees, subcontractors, and agents of Consultant against any and all claims, losses, liabilities, and expenses (including reasonable attorneys’ fees and expenses of litigation), which the Consultant may hereafter sustain, incur, or be required to pay arising out of the negligent acts or omissions of the City pursuant to this Master Agreement. The parties agree that all indemnity obligations shall survive the completion or termination of this Agreement.

**VII. INSURANCE.** Consultant agrees that before any Services can be performed hereunder, it will procure at a minimum: worker’s compensation insurance as required by Minnesota state law and professional liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000 in the aggregate. If the Consultant operates a motor vehicle in performing the Services under this Agreement, the Consultant shall maintain automobile liability insurance for any and all

automobiles so operated with a minimum liability limit of \$1,000,000, combined single limit. Upon the City’s request, Consultant shall provide the City with a current certificate of insurance showing adherence to the above requirements.

**VIII. MISCELLANEOUS PROVISIONS.**

**A. Entire Agreement.** This Master Agreement shall constitute the entire agreement between the City and Consultant and, except for Proposals that will supplement it, supersedes any other written or oral agreements between the City and Consultant. This Master Agreement can only be modified in writing signed by the City and Consultant.

**B. Data Practices Act Compliance.** Data provided, produced, or obtained under this Master Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant will immediately report to the City any requests from third parties for information relating to this Master Agreement and agrees to promptly respond to inquiries from the City concerning data requests.

**C. Choice of Law and Venue.** This Master Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Master Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

**D. No Assignment.** This Master Agreement may not be assigned by either party without the written consent of the other party.

**E. Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the Services under this Master Agreement.

**[signature page to follow]**

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Master Agreement in duplicate on the respective dates indicated below.

**CITY OF ST. FRANCIS**

By: \_\_\_\_\_  
Steve Feldman  
Its: Mayor

By: \_\_\_\_\_  
Kate Thunstrom  
Its: City Administrator

**STREETAR CONSULTING LLC**

By: \_\_\_\_\_  
Robert Streetar  
Its: Principal

**EXHIBIT A**

**Supplemental Proposal for City of St. Francis**

This supplemental proposal, dated 15 April, 2022, is submitted pursuant to that certain Master Service Agreement (“Master Agreement”) between the City of St. Francis (“City”) and Streeter Consulting LLC (“Consultant”) for the purpose of proposing specific services to be performed thereunder. Specifically, Consultant proposes to perform those services that are summarized in the Work Plan attached hereto (for purposes of this proposal, the “Services”).

If accepted, the Services shall be performed pursuant to all terms and conditions of the Master Agreement unless otherwise noted expressly herein.

**Fees**

If accepted, all Services provided pursuant to this proposal shall be performed at the hourly rates shown in the Work Plan attached hereto. If no such hourly rates are specified, the Services shall be performed at the hourly rates contained in the Master Agreement.

**Term**

Unless extended by Consultant, this supplemental proposal shall be deemed effective for a period of 60 days from date written above.

Respectfully submitted,



Robert Streeter  
Principal  
Streeter Consulting LLC

**Acceptance**

By executing below, the City Administrator agrees to accept this Supplemental Proposal in accordance with Section I of the Master Agreement, and Consultant is hereby directed to perform the above-described Services pursuant to the terms and conditions contained in the Master Agreement and supplemented herein.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

Streetar Consulting LLC  
3515 Pierce Street NE  
Minneapolis, MN 55418

Supplemental Proposal No. 2022

Agenda Item # 4E.

*[Work Plan also to be attached]*





## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor and Council  
**FROM:** Jenni Wida, City Clerk  
**SUBJECT:** St. Francis Lions Club Temporary Beer Permit for Pioneer Days 2022  
**DATE:** May 2, 2022

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### **OVERVIEW:**

We have received an application for Temporary Beer License from the St. Francis Lions Club for Pioneer Days 2022. In the past council has waived the permit fee for community events.

### **ACTION TO BE CONSIDERED:**

Motion to approve the license and waive permit fees associated with Pioneer Day applicants.

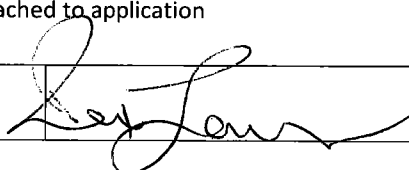
**TEMPORARY STRONG BEER APPLICATION**

NAME OF ORGANIZATION: <i>St. Francis Lions</i>	DATE: <i>4-21-22</i>
PERSON RESPONSIBLE: <i>Rev Larson</i>	
ADDRESS: <i>4515 Ambassadors Blvd. NW</i>	PHONE: <i>612 708 1732</i>
DATE(s) OF EVENT: <i>June 3, 4, 5 of 2022</i>	
TYPE OF EVENT: <i>Pioneer Days</i>	
LOCATION OF EVENT: <i>Community Park, St. Francis MN 22825 St. Francis Blvd.</i>	
NAME OF INSURANCE COMPANY: <i>West Bend Ins.</i>	

Liability \$25,000/\$50,000

Property Damage \$5,000

\*Copy of Insurance must be attached to application

SIGNATURE OF APPLICANT:	
-------------------------	---

**FOR CITY USE ONLY**

**FEE: \$25.00**

Receipt #	Council Approval:
License #	
Council Stipulations:	



CITY COUNCIL AGENDA  
REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** Payment of Claims  
**DATE:** May 2, 2022

**OVERVIEW:**  
Attached are the bills received since the last council meeting. Total checks to be written are \$146,726.59 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:  
Debt service payments –N/A  
Direct Transfers from Previous Month-N/A  
Credit Card Payment-N/A  
Manual Checks-N/A

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

**BUDGET IMPLICATION:**  
City bills

Attachments:  

- 04-18-2022 Packet List-\$146,726.59

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**Claim Type**

Claim#	14232	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-311	Contract	1ST QTR STATE ACCESS FEE			\$180.00
	Invoice	AR019703				
Cash Payment	E 101-42110-321	Telephone	BROADBAND			\$37.51
	Invoice	B220418P				
Cash Payment	E 101-42210-321	Telephone	BROADBAND			\$37.51
	Invoice	B220418P				
Cash Payment	E 101-43100-321	Telephone	BROADBAND			\$37.51
	Invoice	B220418P				
Cash Payment	E 101-45200-321	Telephone	BROADBAND			\$37.51
	Invoice	B220418P				
Cash Payment	E 601-49440-321	Telephone	BROADBAND			\$37.51
	Invoice	B220418P				
Cash Payment	E 602-49490-321	Telephone	BROADBAND			\$37.45
	Invoice	B220418P				
Transaction Date	4/26/2022	Due 4/26/2022	CASH	10100	<b>Total</b>	\$405.00

**Claim Type**

Claim#	14230	BELLBOY CORPORATION				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$6.60
	Invoice	0094519000				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$6.78
	Invoice	0105018500				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$2.72
	Invoice	0105019000				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$36.32
	Invoice	0094518400				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$165.40
	Invoice	0105018500				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$35.00
	Invoice	0105019000				
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$845.10
	Invoice	0094519000				
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$2,735.76
	Invoice	0094518400				
Transaction Date	4/26/2022	Due 4/26/2022	CASH	10100	<b>Total</b>	\$3,833.68

**Claim Type**

Claim#	14236	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$1,902.98
	Invoice	325293				
Transaction Date	4/26/2022	Due 4/26/2022	CASH	10100	<b>Total</b>	\$1,902.98

**Claim Type**

Claim#	14196	BGS (BARNA GUZY)				
Cash Payment	E 101-41600-304	Civil Legal Fees	HALL FORFEITURE			\$266.00
	Invoice	244534				
Cash Payment	E 101-41600-304	Civil Legal Fees	NOYES FORFEITURE			\$28.00
	Invoice	244535				
Transaction Date	4/20/2022	Due 4/20/2022	CASH	10100	<b>Total</b>	\$294.00

**Claim Type**

Claim#	14206	BOYER TRUCKS				
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Cash Payment E 101-43100-221 Vehicle Repair & Maintena VEHICLE REPAIRS \$267.09  
Invoice 003P20263

Transaction Date 4/21/2022 Due 4/21/2022 CASH 10100 **Total** \$267.09

**Claim Type**

Claim# 14235 *BREAKTHRU BEVERAGE*

Cash Payment E 609-49751-206 Freight and Fuel Charges FREIGHT \$78.42  
Invoice 343811128

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR \$4,231.58  
Invoice 343811128

Cash Payment E 609-49751-253 Wine For Resale WINE \$684.00  
Invoice 343811128

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$60.00  
Invoice 343811128

Transaction Date 4/26/2022 Due 4/26/2022 CASH 10100 **Total** \$5,054.00

**Claim Type**

Claim# 14205 *BROTHERS FIRE & SECURITY*

Cash Payment E 601-49440-401 Repairs/Maint Buildings 2022 ANNUAL SPRINKLER INSPECTIONS \$362.00  
Invoice W17927

Cash Payment E 602-49490-401 Repairs/Maint Buildings 2022 ANNUAL SPRINKLER INSPECTIONS \$362.00  
Invoice W17927

Cash Payment E 101-45200-401 Repairs/Maint Buildings 2022 ANNUAL SPRINKLER INSPECTIONS \$362.00  
Invoice W17927

Cash Payment E 101-43100-401 Repairs/Maint Buildings 2022 ANNUAL SPRINKLER INSPECTIONS \$362.00  
Invoice W17927

Cash Payment E 101-42110-401 Repairs/Maint Buildings 2022 ANNUAL SPRINKLER INSPECTIONS \$362.00  
Invoice W17927

Transaction Date 4/21/2022 Due 4/21/2022 CASH 10100 **Total** \$1,810.00

**Claim Type**

Claim# 14194 *CHETS SAFETY SALES, INC.*

Cash Payment E 601-49440-417 Uniform Clothing & PPE UNIFORMS-BARTEN \$91.37  
Invoice 51922

Cash Payment E 602-49490-417 Uniform Clothing & PPE UNIFORMS-BARTEN \$91.37  
Invoice 51922

Transaction Date 4/20/2022 Due 4/20/2022 CASH 10100 **Total** \$182.74

**Claim Type**

Claim# 14234 *CONNEXUS ENERGY*

Cash Payment E 225-45100-510 Land-Park Improvement QUOTE: SORD000W2100311 SIWEK PARK \$26,568.00  
Invoice .04262022

Transaction Date 4/26/2022 Due 4/26/2022 CASH 10100 **Total** \$26,568.00

**Claim Type**

Claim# 14238 *DAHLHEIMER DIST. CO. INC.*

Cash Payment E 609-49751-252 Beer For Resale BEER -\$54.40  
Invoice 1571509

Cash Payment E 609-49751-252 Beer For Resale BEER \$16,278.55  
Invoice 1571251

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$300.00  
Invoice 1571251

Cash Payment E 609-49751-255 N/A Products N/A \$131.00  
Invoice 1571251

Transaction Date 4/26/2022 Due 4/26/2022 CASH 10100 **Total** \$16,655.15

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**Claim Type**

Claim#	14237	DAVIDS HYDRO VAC, INC				
Cash Payment	E 602-49490-400	System Jetting	HYDRO EVACUATION		\$3,060.00	
Invoice 220018146						
Transaction Date	4/26/2022	Due 4/26/2022	CASH	10100	<b>Total</b> \$3,060.00	

**Claim Type**

Claim#	14204	EAGLE GARAGE DOOR CO.				
Cash Payment	E 101-42210-401	Repairs/Maint Buildings	SEMI-ANNUAL FIRE STATION MAINT.		\$620.00	
Invoice 7805						
Transaction Date	4/21/2022	Due 4/21/2022	CASH	10100	<b>Total</b> \$620.00	

**Claim Type**

Claim#	14240	ECM PUBLISHERS, INC.				
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2022-21		\$80.63	
Invoice 888402						
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2022-20		\$370.88	
Invoice 888401						
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION 2022-19		\$43.00	
Invoice 888400						
Transaction Date	4/26/2022	Due 4/26/2022	CASH	10100	<b>Total</b> \$494.51	

**Claim Type**

Claim#	14193	ELITE SANITATION				
Cash Payment	E 101-45200-402	Janitorial Service	RENT 03/06/2022-04/02/2022		\$702.00	
Invoice 28528						
Transaction Date	4/20/2022	Due 4/20/2022	CASH	10100	<b>Total</b> \$702.00	

**Claim Type**

Claim#	14249	GRANITE CITY JOBBING CO.				
Cash Payment	E 609-49750-210	Operating Supplies	OPERATING		\$109.82	
Invoice 277336						
Cash Payment	E 609-49751-256	Tobacco Products For Res	TOBACCO		\$2,037.28	
Invoice 277336						
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$4.25	
Invoice 277336						
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b> \$2,151.35	

**Claim Type**

Claim#	14248	GREAT LAKES COCA-COLA				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$552.75	
Invoice 3636215933						
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b> \$552.75	

**Claim Type**

Claim#	14272	HACH COMPANY				
Cash Payment	E 602-49490-237	Small Equipment	SMALL EQUIPMENT		\$121.87	
Invoice 12996408						
Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b> \$121.87	

**Claim Type**

Claim#	14209	HAKANSON ANDERSON ASSOC., I				
Cash Payment	E 101-43100-303	Engineering Fees	GENERAL ENGINEERING		\$1,070.50	
Invoice 48111						
Cash Payment	G 803-22179	Vista Prairie-Site Plan	VISTA PRAIRIE		\$197.75	
Invoice 48108						



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Cash Payment	E 405-43100-807 2022 Street Improvements	2022 STREET REHAB PROJECT				\$6,657.00
	Invoice 48109					
Cash Payment	E 101-41910-303 Engineering Fees	BUILDING PERMIT REVIEWS 2022				\$282.75
	Invoice 48113					
Cash Payment	E 101-43100-303 Engineering Fees	MISC SITE PLAN REVIEWS 2022				\$150.00
	Invoice 48106					
Cash Payment	E 405-43100-806 2021 Street Improvements	POPPY ST & 229TH LN RECON				\$4,358.75
	Invoice 48110					
Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL				\$2,122.50
	Invoice 48107					
Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER SERVICES				\$800.00
	Invoice 48112					
Transaction Date	4/21/2022	Due 4/21/2022	CASH	10100	<b>Total</b>	\$15,639.25

**Claim Type**

Claim# 14203 HARRIS, INC

Cash Payment	E 609-49750-401 Repairs/Maint Buildings	BUILDING MAINT.				\$7,270.18
	Invoice 507030651					

Transaction Date	4/20/2022	Due 4/20/2022	CASH	10100	<b>Total</b>	\$7,270.18
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**Claim Type**

Claim# 14247 HAWKINS, INC.

Cash Payment	E 602-49490-216 Chemicals and Chem Prod	CHEMICALS				\$7,217.76
	Invoice 6164694					

Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$7,217.76
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**Claim Type**

Claim# 14271 HOISINGTON KOEGLER GROUP, I

Cash Payment	E 101-41910-311 Contract	GENERAL PLANNING				\$2,796.48
	Invoice 018-041-43					

Cash Payment	E 225-45100-510 Land-Park Improvement	SIWEK PARK				\$1,080.00
	Invoice 018-041-43					

Cash Payment	E 225-45100-441 Miscellaneous	PARK PLAN				\$3,602.50
	Invoice 018-041-43					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	ESC-LAKETOWN HOME (RIVERS EDGE)				\$67.50
	Invoice 018-041-43					

Cash Payment	G 803-22160 ESC-SCHULTE SUBDIVISION	ESC-SCHULTE SUBDIVISION (TURTLE PONDS)				\$315.00
	Invoice 018-041-43					

Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISTA PRAIRIE SENIOR HOUSING PLAN				\$2,167.65
	Invoice 018-041-43					

Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL HWY 47				\$782.50
	Invoice 018-041-43					

Cash Payment	G 803-22195 Brother Development 2022	BROTHERS DEVELOPMENT 2022				\$150.00
	Invoice 018-041-43					

Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$10,961.63
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**Claim Type**

Claim# 14246 INNOVATIVE OFFICE SOLUTIONS,

Cash Payment	E 101-43210-200 Office Supplies	OFFICE SUPPLIES				\$111.23
	Invoice IN3758936					

Cash Payment	E 101-43210-200 Office Supplies	OFFICE SUPPLIES				\$2.13
	Invoice IN3761613					

Cash Payment	E 101-43100-200 Office Supplies	OFFICE SUPPLIES				\$44.91
	Invoice IN3762483					

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Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$158.27
<b>Claim Type</b>						
Claim#	14201	ISD #15				
Cash Payment	E 101-42110-221	Vehicle Repair & Maintena	PD CAR 118 MAINTENANCE			\$63.79
Invoice	8661					
Cash Payment	E 101-42110-221	Vehicle Repair & Maintena	PD CAR 119 MAINTENANCE			\$60.04
Invoice	8650					
Transaction Date	4/20/2022	Due 4/20/2022	CASH	10100	<b>Total</b>	\$123.83
<b>Claim Type</b>						
Claim#	14255	JOHNSON BROS WHLSE LIQUOR				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$40.26
Invoice	2036637					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$24.52
Invoice	2036638					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$3,534.85
Invoice	2036637					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$783.50
Invoice	2036638					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$4,383.13
<b>Claim Type</b>						
Claim#	14253	KIMS KLEANING				
Cash Payment	E 101-42110-402	Janitorial Service	CARPET/TILE CLEANING			\$125.00
Invoice	8400					
Cash Payment	E 101-43100-402	Janitorial Service	CLEANING			\$562.50
Invoice	8400					
Cash Payment	E 101-45200-402	Janitorial Service	CLEANING			\$562.50
Invoice	8400					
Cash Payment	E 601-49440-402	Janitorial Service	CLEANING			\$562.50
Invoice	8400					
Cash Payment	E 602-49490-402	Janitorial Service	CLEANING			\$562.50
Invoice	8400					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$2,375.00
<b>Claim Type</b>						
Claim#	14276	LAW ENFORCEMENT LABOR SVC				
Cash Payment	G 101-21707	Union Dues	POLICE UNION DUES			\$455.00
Invoice						
Cash Payment	G 101-21707	Union Dues	SARGENTS DUES			\$65.00
Invoice						
Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$520.00
<b>Claim Type</b>						
Claim#	14251	MCDONALD DIST CO.				
Cash Payment	E 609-49751-252	Beer For Resale	BEER			-\$97.75
Invoice	627732					
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$2,998.75
Invoice	627637					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$2,901.00
<b>Claim Type</b>						
Claim#	14270	MN DEPT OF NATURAL RESOURC				
Cash Payment	E 101-45200-441	Miscellaneous	ORDER 18959			\$29.66
Invoice	8104930					

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Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$29.66
<b>Claim Type</b>						
Claim#	14219	MN NCPERS LIFE INSURANCE				
Cash Payment	G 101-21713 MN Life		INSURANCE PREMIUM 04/2022			\$112.00
	Invoice 733400052022					
Transaction Date	4/21/2022	Due 4/21/2022	CASH	10100	<b>Total</b>	\$112.00
<b>Claim Type</b>						
Claim#	14274	NORTH METRO TREE SERVICE IN				
Cash Payment	E 101-43210-439 Recycling Days		23340 CREE ST TREE REMOVAL			\$2,250.00
	Invoice .042822					
Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$2,250.00
<b>Claim Type</b>						
Claim#	14198	PACE ANALYTICAL SERVICES				
Cash Payment	E 602-49490-313 Sample Testing		WASTEWATER 04/13/22			\$182.00
	Invoice 22100371452					
Cash Payment	E 602-49490-313 Sample Testing		WEEK 2, 1ST EVENT			\$249.00
	Invoice 22100371352					
Cash Payment	E 602-49490-313 Sample Testing		WASTEWATER 04/05/22			\$382.00
	Invoice 22100371290					
Cash Payment	E 602-49490-313 Sample Testing		COOLER EVERY 2 WEEKS			\$182.00
	Invoice 22100372186					
Transaction Date	4/20/2022	Due 4/20/2022	CASH	10100	<b>Total</b>	\$995.00
<b>Claim Type</b>						
Claim#	14261	PAUSTIS WINE COMPANY				
Cash Payment	E 609-49751-206 Freight and Fuel Charges		FREIGHT			\$7.00
	Invoice 162231					
Cash Payment	E 609-49751-253 Wine For Resale		WINE			\$318.00
	Invoice 162231					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$325.00
<b>Claim Type</b>						
Claim#	14197	PEARSON BROS. INC.				
Cash Payment	E 603-49490-403 Street Sweeping		STREET SWEEPING MARCH 2022			\$8,651.28
	Invoice 5532					
Transaction Date	4/20/2022	Due 4/20/2022	CASH	10100	<b>Total</b>	\$8,651.28
<b>Claim Type</b>						
Claim#	14260	PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206 Freight and Fuel Charges		FREIGHT			\$62.83
	Invoice 6384232					
Cash Payment	E 609-49751-206 Freight and Fuel Charges		FREIGHT			\$87.49
	Invoice 6384231					
Cash Payment	E 609-49751-251 Liquor For Resale		LIQUOR			\$4,487.25
	Invoice 6384231					
Cash Payment	E 609-49751-253 Wine For Resale		WINE			\$2,055.48
	Invoice 6384232					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$6,693.05
<b>Claim Type</b>						
Claim#	14217	ROYAL SUPPLY				
Cash Payment	E 101-41940-210 Operating Supplies		SUPPLIES			\$119.08
	Invoice 3374					

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Cash Payment	E 101-42110-217 Other Operating Supplies	SUPPLIES				\$59.54
Invoice	3374					
Cash Payment	E 101-43100-217 Other Operating Supplies	SUPPLIES				\$29.77
Invoice	3374					
Cash Payment	E 101-45200-217 Other Operating Supplies	SUPPLIES				\$29.77
Invoice	3374					
Cash Payment	E 601-49440-217 Other Operating Supplies	SUPPLIES				\$29.77
Invoice	3374					
Cash Payment	E 602-49490-217 Other Operating Supplies	SUPPLIES				\$29.77
Invoice	3374					
Transaction Date	4/21/2022	Due 4/21/2022	CASH	10100	<b>Total</b>	\$297.70
<b>Claim Type</b>						
Claim#	14256	SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$7.68
Invoice	2203054					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$7.68
Invoice	2203053					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				-\$95.50
Invoice	0075632					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$711.94
Invoice	2203053					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$330.60
Invoice	2203054					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$962.40
<b>Claim Type</b>						
Claim#	14273	SPOT ON				
Cash Payment	E 101-45200-319 Events	PIONEER DAYS BANNERS				\$133.91
Invoice	042822					
Cash Payment	E 101-42110-200 Office Supplies	PD AWARDS				\$22.50
Invoice	.041322					
Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$156.41
<b>Claim Type</b>						
Claim#	14216	ST. FRANCIS HIGH SCHOOL				
Cash Payment	E 101-45200-237 Small Equipment	PICNIC TABLES				\$3,150.00
Invoice	212220					
Transaction Date	4/21/2022	Due 4/21/2022	CASH	10100	<b>Total</b>	\$3,150.00
<b>Claim Type</b>						
Claim#	14263	STREICHER S				
Cash Payment	E 101-42110-437 Uniform Allowance	BADGES				\$119.99
Invoice	1563270					
Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$119.99
<b>Claim Type</b>						
Claim#	14269	SYLVA CORPORATION, INC				
Cash Payment	E 101-45200-311 Contract	PARK MULCH				\$2,670.00
Invoice	70830					
Cash Payment	E 101-45200-311 Contract	PARK MULCH				\$2,610.00
Invoice	70840					
Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$5,280.00
<b>Claim Type</b>						
Claim#	14233	THE AMERICAN BOTTLING COMP				

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Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$330.90
	Invoice	356236546				

Transaction Date	4/26/2022	Due 4/26/2022	CASH	10100	<b>Total</b>	\$330.90
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**Claim Type**Claim# 14215 *TIMESAVER OFF SITE SEC. INC*

Cash Payment	E 101-41400-311	Contract	CITY COUNCIL MINUTES 04/04/2022		\$278.13
	Invoice	M27257			

Transaction Date	4/21/2022	Due 4/21/2022	CASH	10100	<b>Total</b>	\$278.13
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**Claim Type**Claim# 14267 *TJ ASSOCIATES*

Cash Payment	E 101-42110-437	Uniform Allowance	UNIFORMS-TYLER, DEREK & BLAKE		\$157.40
	Invoice	238125			

Cash Payment	E 101-43210-439	Recycling Days	RECYCLING EVENT SIGNS		\$180.00
	Invoice	238184			

Transaction Date	4/28/2022	Due 4/28/2022	CASH	10100	<b>Total</b>	\$337.40
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**Claim Type**Claim# 14262 *VINOCOPIA, INC.*

Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT		\$12.50
	Invoice	0302203			

Cash Payment	E 609-49751-253	Wine For Resale	WINE		\$520.00
	Invoice	0302203			

Transaction Date	4/27/2022	Due 4/27/2022	CASH	10100	<b>Total</b>	\$532.50
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Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$146,726.59
Total	\$146,726.59



## CITY COUNCIL AGENDA REPORT

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**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Vista Prairie St Francis Senior Living Rezoning – 2<sup>nd</sup> Reading  
**DATE:** May 2, 2022

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### **OVERVIEW:**

Scott Black on behalf of EDI submitted land use and subdivision applications for the property located at 23465 St. Francis Blvd in February 2022. The applicant is proposing a 139-unit senior housing facility on the site that provides a range of care from independent living to care suites. The City Council reviewed these applications at their April 18, 2022 meeting. At that meeting, Council approved the first reading of the Ordinance 296 to rezone the site from BPK and R-2 to PUD R-3 and Resolution 2022-20 approving the preliminary plat, final plat, and PUD plans for the site.

### **ACTION TO BE CONSIDERED:**

Because Council approved the 1<sup>st</sup> reading of Ordinance 296 at the April 18, 2022 meeting, Staff has prepared a 2<sup>nd</sup> reading of the Ordinance and a resolution allowing for publication by summary for Council's review. The following timeline will apply:

- April 18<sup>th</sup> – 1<sup>st</sup> Reading
- May 2<sup>nd</sup> – 2<sup>nd</sup> Reading
- May 6<sup>th</sup> – Published for Comment
- June 6<sup>th</sup> - Effective

### **ATTACHMENTS:**

- Draft Ordinance 296 – 2<sup>nd</sup> Reading
- Resolution 2022-22 - Draft Summary Publication for - Ordinance 296

**ORDINANCE NO. 296, SECOND SERIES**

**CITY OF ST. FRANCIS  
ANOKA COUNTY**

**AN ORDINANCE APPROVING REZONING 23465 ST FRANCIS BLVD NW FROM  
R-2 AND BPK TO PUD R-3**

**WHEREAS**, on February 15, 2022, Scott Black submitted a complete application requesting to rezone the property legally described in Exhibit A; and

**WHEREAS**, on March 16, 2022, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

**WHEREAS**, on March 16, 2022, the Planning Commission considered the applicant’s submission, the contents of the staff report, public testimony, and other evidence available to the Commission; and made recommendations for consideration by the City Council; and

**WHEREAS**, on April 18, 2022 and May 2, 2022, the City Council has considered the proposed project and found that the project will not negatively impact the public health, safety, or welfare; and

**WHEREAS**, the rezoning to PUD R-3 is consistent with the Comprehensive Plan designation for the site; and

**WHEREAS**, the applicant is proposing to utilize the site in a manner consistent with the R-3 district with some flexibility from zoning standards; and

**WHEREAS**, the proposed development provides a clear and identified public benefit to the City in the form of the creation of housing types that are new to the City and that have been identified as a need in the community by the 2040 Comprehensive Plan.

**THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY,  
MINNESOTA, ORDAINS:**

**Section 1.** The property legally described in Exhibit A is hereby rezoned from the R-2 Medium Density Detached and Attached Residential District and the BPK Business Park District to a Planned Unit Development (PUD R-3).

**Section 2.** The following requirements shall apply to property rezoned PUD R-3 by this Ordinance:

1. Multiple principal structures shall be permitted on one lot in accordance with the site plan.
2. Any future parcels resulting in subdivision of the parent parcel may be allowed access via a private drive.



- 3. All uses listed as permitted or permitted with standards in the R-3 district shall be permitted within this PUD including but not limited to apartments, continuing care senior facilities, and townhomes.
- 4. All dimensional requirements of the R-3 district shall apply.
- 5. All general zoning standards in the St. Francis City Code, to the extent not inconsistent with the terms of this ordinance, shall apply.

**Section 3.** The Zoning Map of the City of St. Francis referred to and described in Section 10-14-03 of the St. Francis City Code shall not be republished to show the aforesaid rezoning, but the Zoning Administrator or designee shall appropriately mark the Zoning Map on file in the City Clerk's office for the purpose of indicating the rezoning provided for in this ordinance and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

**Section 3.** This Ordinance shall take effect and be enforced from and after its passage and publication according to law.

Approved and adopted by the City Council this 2<sup>nd</sup> day of May, 2022.

SEAL

BY: \_\_\_\_\_  
Steven D. Feldman, Mayor

\_\_\_\_\_  
Attest: Jennifer Wida, City Clerk

*Published in the Anoka County Union Herald \_\_\_\_\_ 2022.*

DRAFTED BY:  
**Hoisington Koegler Group, Inc.**  
800 Washington Ave N, Suite 103  
Minneapolis, MN 55401

## EXHIBIT A

### Parcel 1:

That part of the following described property:

Commencing at the northwest corner of the Northwest Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota; thence on an assumed bearing of South 00 degrees 32 minutes 18 seconds East, along the west line of said Northwest Quarter, a distance of 1254.00 feet to the point of beginning; thence continuing South 00 degrees 32 minutes 18 seconds East, along said west line, a distance of 791.17 feet to the intersection of said west line with the north line of Outlot 17, VILLAGE OF ST. FRANCIS AUDITOR'S PLAT, according to the recorded plat thereof, said north line also being the north line of the south 593.40 feet of said Northwest Quarter; thence North 89 degrees 48 minutes 15 seconds East, along said north line, a distance of 3727.21 feet more or less to the west bank of the Rum River, thence northwesterly along said west bank to the intersection of said west bank with a line bearing North 89 degrees 56 minutes 37 seconds East, parallel with the north line of said Northwest Quarter, from the point of beginning; thence South 89 degrees 56 minutes 37 seconds West a distance of 1413.09 feet more or less to the point of beginning.

### EXCEPTING

That part of the above described property lying within the following described parcel:

That part of the Northwest Quarter of Section 32, Township 34, Range 24, in Anoka County, Minnesota, described as follows: Commencing at a point on the West line of said Northwest Quarter, distant 891 feet South of the Northwest corner of said Northwest Quarter; thence Easterly and parallel with the North line of said Northwest Quarter a distance of 300 feet to the point of beginning of land to be described; thence continue Easterly on same described line a distance of 111 feet; thence South and parallel with the West line of said Northwest Quarter a distance of 395.5 feet; thence Westerly and parallel with the North line of said Northwest Quarter a distance of 411 feet to the West line of said Northwest Quarter; thence North on the West line of said Northwest Quarter a distance of 207.1 feet; thence Easterly and parallel with the North line of said Northwest Quarter a distance of 300 feet; thence North and parallel with the West line of said Northwest Quarter a distance of 188.4 feet to the point of beginning, Anoka County, Minnesota.

### ALSO EXCEPTING

The west 344.00 feet of the north 150.00 feet of the south 743.40 feet of said Northwest Quarter of Section 32.

### ALSO EXCEPTING

That part of the above described property lying within a distance of 50.00 feet easterly and 50.00 feet westerly of the line described in Parcel No. 14 of the Final Certificate filed as Doc. No. 397374 in the office of the County Recorder, Anoka County, Minnesota.

### ALSO EXCEPTING

That part of the above described property lying within Minnesota Department of Transportation Right of Way Plat Nos. 02-28 and 02-29, filed as Doc. Nos. 1670395 & 1670396 in the office of the County Recorder, Anoka County, Minnesota.

Lying westerly of the following described line:

Commencing at the northwest corner of the Northwest Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota; thence on an assumed bearing of South 00 degrees 32 minutes 18 seconds East, along the west line of said Northwest Quarter, a distance of 2045.17 feet to the intersection of said west line with the north line of Outlot 17, VILLAGE OF ST. FRANCIS AUDITOR'S PLAT, according to the recorded plat thereof, said north line also being the north line of the south 593.40 feet of said Northwest Quarter; thence North 89 degrees 48 minutes 15 seconds East, along said north line, a distance of 1257.31 feet to the intersection of said north line with the westerly right of way line of Ambassador Boulevard NW per the Final Certificate filed as Doc. No. 397374 in the office of the County Recorder, Anoka County, Minnesota and the point of beginning of the line to be described; thence 129.04 feet along said westerly right of way line on a non-tangential curve concave to the west, having a radius of 1095.92 feet, a central angle of 06 degrees 44 minutes 46 seconds and a chord bearing of North 10 degrees 33 minutes 55 seconds West; thence continuing along said westerly right of way line, North 13 degrees 56 minutes 18 seconds West, tangent to the last described curve, a distance of 681.18 feet to the north line of the above described property and said line there terminating.

CITY OF ST. FRANCIS  
ST. FRANCIS  
ANOKA COUNTY

RESOLUTION 2022-22

A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE  
296 REZONING 23465 ST FRANCIS BLVD NW FROM R-2 AND BPK TO PUD R-3

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd.4, the City Council has determined that publication of the title and summary of Ordinance 291, Second Series, will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk and a digital copy of the Ordinance is available for inspection on the City’s website.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance 296 Second Series is approved for publication:

CITY OF ST. FRANCIS, MINNESOTA  
ORDINANCE 296, SECOND SERIES

Section 1. Ordinance 296, as adopted, rezones the property known as 23465 St. Francis Blvd NW from R-2 and BPK to PUD R-3.

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk and online on the City’s website.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2<sup>nd</sup>  
DAY OF MAY, 2022.

APPROVED:

\_\_\_\_\_  
Steven D. Feldman, Mayor

Attest:

\_\_\_\_\_  
Jennifer Wida, City Clerk

DRAFTED BY:  
Hoisington Koegler Group, Inc.  
800 Washington Ave. N., Suite 103  
Minneapolis, MN 55401



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Bottle Shop Wage Schedule  
**DATE:** May 2, 2022

### OVERVIEW:

At the April 11<sup>th</sup> Work Session, staff and Council discussed the concerns of the current bottle shop wage scale and its ability to compete with other local same/similar retail establishments. Over the past two years food and retail establishments have increased wages to address demands and labor shortages. As the City has held theirs in place, it is becoming a barrier to the Bottle Shop hiring additional part time employee.

The Bottle Shop is unique in that it supports its own expense through the revenues generated by sales. The wage increase will put pressure on the store to generate additional revenues to support the changes.

The current schedule is as follows:

Liquor Store part time	\$12.77	\$13.45	\$14.18	\$14.92	\$15.73
			A	B	C
A plus must have worked 500 hrs					
B plus must have worked 1,250 hrs					
C plus must have worked 2,250 hrs					

After a discussion of same/similar business wages, the need for additional part time help at the store and the stores ability to increase profits to meet its needs, the following was considered for approval:

Liquor Store Part Time	\$15.00	\$15.75*	\$16.50	\$17.25	\$18.00
			A	B	C
*After 6 months of satisfactory probation					
A plus must have worked 500 hrs					
B plus must have worked 1,250 hrs					
C plus must have worked 2,250 hrs					

Additionally, the PT wage schedule shall be on the annual COLA schedule for non-unionized staff.

All existing part time staff will transition in the current step they are being paid from to the new wage.

Additional discussion on adjusting the hours worked for increases was presented and will be reviewed again at a later time.

**ACTION TO BE CONSIDERED:**

1. Council to consider approving the wage schedule with a starting wage of \$15.00 per hour for part time employees.
2. Council to provide direction to finance regarding the date in which the adjustment takes effect. Are wages to be retroactive to January 1, 2022 or begin May 3, 2022?

**BUDGET IMPLICATION:**

Wage increase to be met by Bottle Shop revenues



## CITY COUNCIL AGENDA REPORT

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Election Judges Wage Schedule  
**DATE:** May 2, 2022

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### **OVERVIEW:**

At the April 11<sup>th</sup> Work Session, staff and Council discussed the wages of election judges and a season staff person to meet the needs of the election process.

For the past two elections, the City Clerk has brought in a season person to work varied hours at the front desk to assist with the increased city hall traffic with paper and direct balloting needs. After a review of the last two elections, it is estimated to be roughly 85 hours. This includes the primary and the general elections.

Additionally, every two years there is a budgeted amount to provide a stipend to the individuals that step up to be election judges. This year the City Clerk has mailed over 20 letters with little response.

Staff is requesting that the wages for the seasonal and judges be paid out and set at a rate of \$15.00 per hour. This is a slight increase in the 2022 budget. The increase can be met in 2022 due to the savings from unfilled positions and would be budgeted for appropriately in the 2024 and future elections.

### **ACTION TO BE CONSIDERED:**

Council to consider approving payment for election judges and a season staff with a wage of \$15.00 per hour.

### **BUDGET IMPLICATION:**

Wage increase to be met by elections budget and unfilled staffing balances



# CITY COUNCIL AGENDA REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** 3009 235<sup>th</sup> Ave NW Concept Review  
**DATE:** May 2, 2022  
**APPLICANT:** Brothers Development (Chris Fritch)

**OVERVIEW:**

Chris Fritch with Brothers Development has submitted an application to solicit input on a proposed concept for a residential development located at 3009 235<sup>th</sup> Ave NW. The concept includes 23 detached townhome lots and one larger lot for the existing residential home on the site. The proposed development would have access off of 235<sup>th</sup> Ave NW.

Anticipated land use actions for this project include a Comprehensive Plan amendment, rezoning, and preliminary and final plats.

**PLANNING COMMISSION:**

The Planning Commission reviewed the concept plan at their April 20, 2022 meeting. The applicant was in attendance to discuss the concept. Following the presentation by Staff, the Planning Commission discussed the following items in greater detail:

- **Comprehensive Plan Amendment/Growth** – This concept would require a Comprehensive Plan amendment to increase the allowable density on the site. Commissioners noted the site’s location within the Urban Service Area in a developing area of the City and debated the merits of a more urban development with smaller lots in this area. Commissioners stressed the importance of a quality development that retains the “neighborhood” or “small-town” feel of St. Francis.
- **Rezoning** – A rezoning to Planned Unit Development was proposed for the concept. Commissioners discussed the tradeoffs and benefits of a potential PUD for the site with the applicant. The applicant noted that the project would create more affordable lots which are designed for a single-level housing product that the City is currently lacking.
- **Traffic/Parking** – Commissioners noted that 235<sup>th</sup> Ave is a well-traveled road and that some sort of intersection control would be needed at the intersection of 235<sup>th</sup> and the proposed public street. Commissioners discussed parking within the site. As a full public street, there would be opportunities for on-street parking, as well as on each individual lot. Commissioners stressed the importance of providing adequate parking for guests or events.



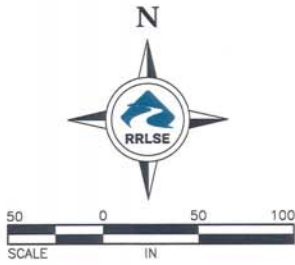
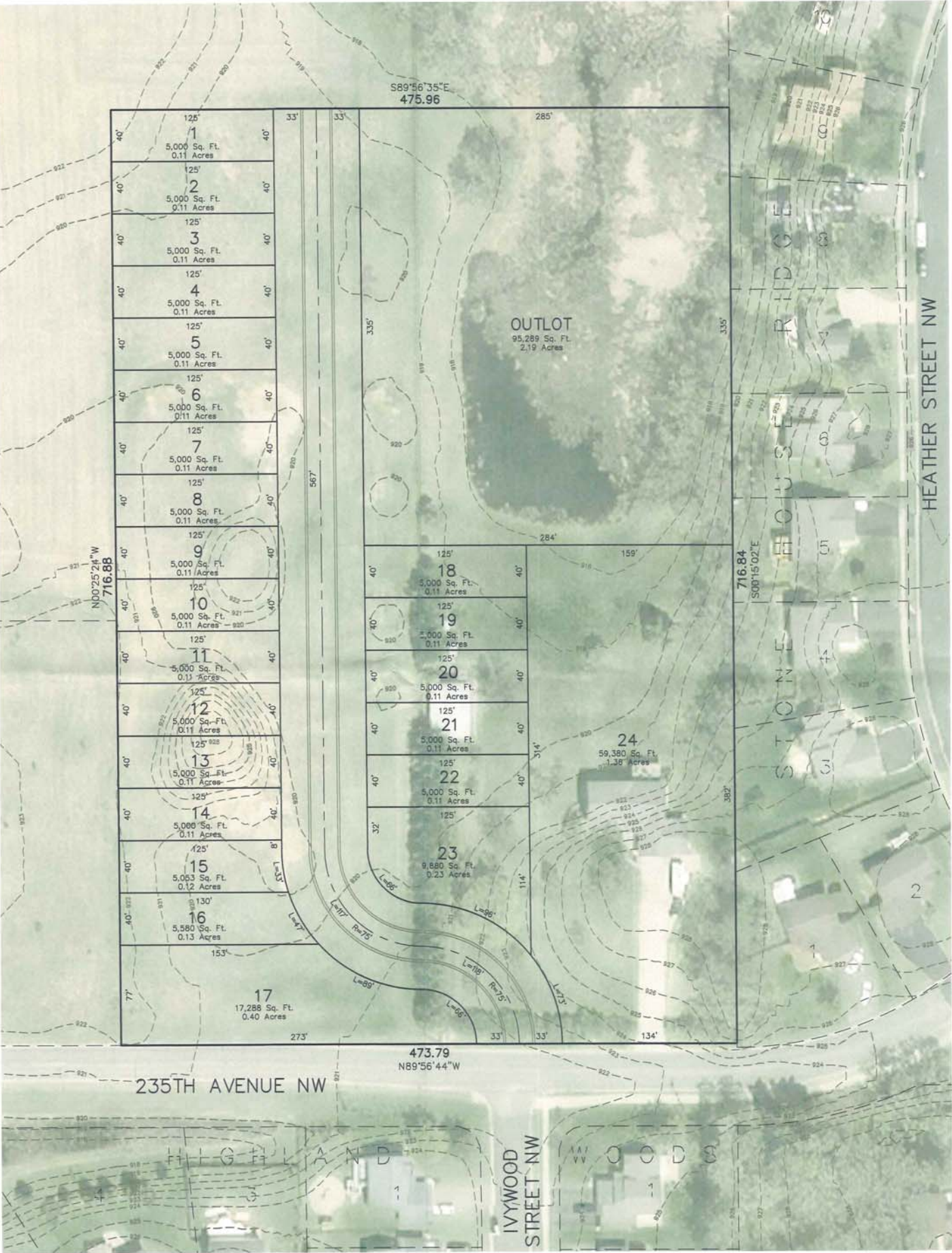
Overall, Commissioners were supportive of the concept. No action was being sought for this concept plan, therefore the Planning Commission provided feedback to the applicant but did not take any action.

**ACTION TO BE CONSIDERED:**

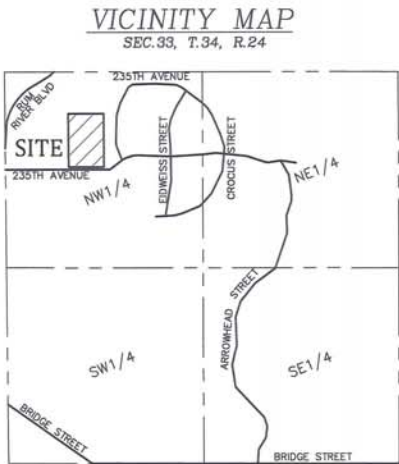
The City Council is requested to provide feedback to the applicant on the proposed concept. Comments shared are not binding on the City nor do they constitute official assurances or representations of the City on future approvals.

**ATTACHMENTS:**

- Concept Plan
- April 20, 2022 Planning Commission Packet



- NOTES:
1. The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
  2. In providing this sketch no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned.
  3. Site Topography depicted per MnGeo LIDAR information (2 foot interval).
  4. Appears to be wetlands on site. A wetland delineation will be conducted in preparation of the preliminary plat.
  5. No field work was conducted by the surveyor to prepare this sketch.



Municipality:	City of St. Francis	Existing Building Setbacks (R-1):	Front yard: 25 feet Rear yard: 30 feet Side yard: 10 feet Corner yard: 20 feet
Existing Zoning:	Residential - R1	Proposed Building Setbacks:	Front yard: 25 feet Rear yard: 30 feet Side yard: 5 feet Corner yard: 20 feet
Proposed Zoning:	PUD	Overall Lot Summary:	24 Residential Lots
Proposed Use:	Detached Townhomes	Owner/Subdivider:	Brothers Development 20123 Nowthen Boulevard Nowthen, MN 55330 Contact: Brad Fritch (612) 282-2462
Road Mileage:	802 LF or 0.15 Miles	Designer:	Rum River Land Surveyors & Engineers PO Box 1044 Princeton, MN 55371 (763) 389-4476
Street Lighting:	as required		
Proposed Utilities:	Sewer: Municipal Water: Municipal		
Overall Plat Area:	Total Area: 340,410 Sq.Ft. = 7.81 Acres Proposed ROW: 52,937 Sq.Ft. = 1.22 Acres Park Area: 0 Sq.Ft. = 0.000 Acres		

DATE	REVISION
Mar 04, 2022 - 9:57am	
K:\cod_suv\Land Desktop 2008\4297 sketch\dwg\4297 sketch.dwg	

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.

*Steven G. Seeger*  
Steven G. Seeger PLS  
Date 03/04/22 Lic. No. 18422

DESIGNED BY:	BP	DATE:	03/04/22
DRAWN BY:	MSS	FILE NO:	P-4297.73
CHECKED BY:	SGS		



LARSON PROPERTY  
3009 235TH AVENUE NW  
(PID# 33-34-24-22-0009)

SKETCH PLAN  
FOR  
BROTHERS DEVELOPMENT





PLANNING COMMISSION AGENDA REPORT

**TO:** St. Francis Planning Commission  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** 3009 235<sup>th</sup> Ave NW Concept Review  
**DATE:** 4-13-2022 for 4-20-2022 meeting  
**APPLICANT:** Brothers Development (Chris Fritch)  
**LOCATION:** 3009 235<sup>th</sup> Ave NW  
**COMP PLAN:** Low Density Residential  
**ZONING:** R-1 Urban Low Density Detached Residential

**OVERVIEW**

The applicant, Brothers Development, represented by Chris Fritch, has applied for review and discussion of a concept plan for a development at 3009 235<sup>th</sup> Ave NW (PID 33-34-24-22-0009). The concept plan shows a general layout for the future subdivision of the property into detached townhome lots, while the existing home would remain on a larger lot on the east side of the site.



## **ANALYSIS**

### ***Existing Site Characteristics***

- The site is a 7.81 acre parcel located in the City's Urban Service Area
- The site has access onto 235<sup>th</sup> Ave NW which is a local street running along the site's southern property line.
- The natural features on the site create three distinct areas:
  - Southeast side includes existing home
  - Northeast side is covered by a wetland
  - West half of the site is vacant land
- Surrounding uses:
  - Single-unit residential properties are located to the south and east
  - Wetland is located to the north
  - Farmland exists to the northwest
  - Large lot residential to the west

### ***Proposed Improvements***

Based on the Concept Plan dated 3/4/22, the applicant is proposing:

- 24 residential lots and 1 outlot
  - Existing home to remain on 1 larger lot (1.36 acres)
  - Remaining residential lots to be detached townhomes
- Creation of a public street
  - Continuation of Ivywood St NW from the south
  - Extends northward through the site for approximately 600-700 feet without any intersecting streets
- Northwest corner includes an outlot for the existing wetland

### ***Land Use***

- 2040 Comprehensive Plan currently guides the subject parcel for low density residential (LDR)
  - Meant for detached single-unit homes
  - Density of 2-3 units per net acre
- Concept has proposed density of 4.3 units per net acre
- Comprehensive Plan Amendment would be needed to increase the density on the site. Amendment would likely be to reguide the area to Medium Density Residential (MDR) category
  - MDR density is 3-7 units per net acre
  - Area to the northwest is guided for MDR use
  - Land to east, west, and south is guided for LDR use
- Zoning
  - Currently zoned R-1
  - Rezoning would be required
    - Would need to rezone to be consistent with Comprehensive Plan Guidance
    - R-2 is typically the zoning district that matches the MDR land use category
  - Concept indicated that a PUD is requested to allow smaller lots and setbacks than allowed by straight zoning.

## Discussion Items

Staff will review the following items at the meeting for discussion purposes:

- Land Use & Zoning
  - Is a Comprehensive Plan amendment appropriate in this area?
  - If the answer to the Comprehensive Plan amendment is yes, what is the appropriate approach to zoning for the site?
    - Straight zoning to R-2
    - PUD (which is requested) – if PUD approach is used, what are the tradeoffs or public benefit for allowing deviation from dimensional standards?
    - Applicant is responsible for demonstrating value to the city in utilizing the PUD approach.
  - Proposed concept lots do not meet dimensional requirements for R-2 district

	<b>Min. Lot Area</b>	<b>Min. Lot Width</b>	<b>Front Setback</b>	<b>Side Setback</b>	<b>Rear Setback</b>
Proposed Concept	5,000 SF	40 ft.	25 ft.	5 ft.	30 ft.
Required R-1					
Single-unit detached	10,800 SF	80 ft.	25 ft.	10 ft. living space 5 ft. garage	30 ft.
Twinhome	6,000 SF/unit	50 ft./unit			
Two-unit	6,000 SF/unit	80 ft.			
Required R-2					
Single-unit detached	7,200 SF	70 ft.	25 ft.	10 ft. living space 5 ft. garage 15 ft. building separation	25 ft.
Twinhome	5,000 SF/unit	50 ft./unit			
Two-unit	5,000 SF/unit	80 ft.			
Attached townhouse	3,500 SF/unit	100 ft. frontage			

- Roadways/Access discussion points:
  - 235<sup>th</sup> Ave NW is a local road, and so no outside jurisdiction review is required to determine access
  - Existing home should access off of new public street
  - Temporary dead-end street requirements
    - Maximum density is 16 units. Concept proposes 23 units on new street.
      - Should additional street connectivity break up the dead end street?

- Temporary turnaround required on north end
- How does the street facilitate or connect to surrounding development potential (future)?
- Engineering comments:
  - The location of the new proposed intersection (directly across from Ivywood Street) is supported by staff.
  - Staff recommends that the horizontal curves be designed for 30 mph design speed where practical, and 20 mph where limiting conditions are present.
  - The proposed road extension to the north is supported by staff.
- Sidewalks, Trails, & Open Space
  - All developments are required to include a sidewalk on at least one side of any new road
- Build-out plan
  - Consider development in the context of the larger area and potential future development
  - Demonstrate potential future subdivision of 1.36-acre lot with existing home, including lot access
  - Consider future street network
    - Consider road connection(s) to the west and north
    - Rum River Blvd NW is County road with reduced access points

### **ACTION TO BE CONSIDERED**

The Planning Commission is requested to provide feedback to the applicant on the proposed concept. No motion is required. Comments shared are not binding to the City nor do they constitute official assurances or representations of the City on future recommendations or approvals. The City Council will also review the concept and provide feedback.

If the applicant chooses to proceed with the project following concept plan review, the likely entitlements would include a comprehensive plan amendment, rezoning, and preliminary and final plat.

### **Attachment:**

- Concept Plan



CITY COUNCIL AGENDA  
REPORT

**TO:** St. Francis City Council  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Dollar General Minor Subdivision & Site Plan  
**DATE:** May 2, 2022  
**APPLICANT:** Rod Hamby

**OVERVIEW:**

The City has received site plan and minor subdivision applications for a standalone retail store on the southwest corner of Hwy 47 and 229<sup>th</sup> Ave NW. The proposed development would include a 10,640 SF building operated by Dollar General with access off of 229<sup>th</sup> Ave NW and Cree St NW.

The proposed site is currently included within a single 10.6-acre lot. As part of the development, the applicant has requested a minor subdivision to split 1.95 acres off from the larger parent parcel to be used for the Dollar General site. Both new proposed lots meet dimension requirements for lots in the B-2 zoning district.

**PLANNING COMMISSION REVIEW**

The Planning Commission reviewed the requested site plan at their April 20, 2022 meeting. Planning Commissioners raised concerns about the existing Dollar General store and how it may be impacted by the development of a second store in the City. Staff noted that the site plan review process requires the City to evaluate the physical development plans for a site against the City's Code requirements. The City does not have the ability to deny a site plan based on the specific user. If the use (standalone retail) is permitted within the zoning district and the site plan elements meet Code, then the request should be approved. The Planning Commission found that the proposed site plan for a retail use in the B-2 district meets Code requirements, and therefore unanimously recommended approval of the site plan.

**ADDITIONAL INFORMATION**

The subject property is Torrens property, which has different recording requirements per Anoka County. Following the Planning Commission meeting and their approval recommendation, Staff reached out to Anoka County for their comments on the proposed legal descriptions and documents required to complete the subdivision process. Anoka County has determined that a Registered Land Survey will need to be completed for this subdivision. This has been included as a recommended condition of approval for the minor subdivision.



**ACTION TO BE CONSIDERED:**

Given Planning Commission's and Staff's recommendation for approval of the minor subdivision and site plan related to the Dollar General development, draft approval documents have been prepared and are attached for your consideration. Council action is requested on these items.

**Suggested Motions**

1. Move to approve Resolution 2022-23 approving the minor subdivision for Dollar General with conditions and findings of fact as presented by Staff.
2. Move to approve Resolution 2022-24 approving the site plan for Dollar General with conditions and findings of fact as presented by Staff.

**ATTACHMENTS:**

- Draft Approval Documents
  - Resolution 2022-23 – Minor Subdivision
  - Resolution 2022-24 – Site Plan
- Applicant Submittals
- Engineer's Memo dated April 26, 2022
- April 20, 2022 Planning Commission Memo

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

**RESOLUTION 2022-23**

**A RESOLUTION APPROVING A MINOR SUBDIVISION TO SPLIT A 10.66-ACRE  
PROPERTY INTO TWO TRACTS**

**WHEREAS**, the applicant, Rod Hamby, has requested a minor subdivision to split a 10.66-acre property into two; and

**WHEREAS**, the property is legally described as:

Lot 1, Block 2, Meadows of St. Francis, Anoka County, Minnesota. Containing 10.66 acres, more or less. (Torrens property); and

**WHEREAS**, the property can be identified with the Anoka County PID 06-33-24-11-0070; and

**WHEREAS**, the applicant is requesting to subdividing the property into two tracts as shown on the Certificate of Survey: Tract A (1.95 acres) and Tract B (8.71 acres); and

**WHEREAS**, the City Council of the City of St. Francis, on May 2, 2022, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby approves the requested minor subdivision based on the following findings of fact:

1. The proposed subdivision is consistent with the City’s Comprehensive Plan.
2. The proposed subdivision is consistent with the City’s Zoning and Subdivision Ordinances.

**BE IT FURTHER RESOLVED** that approval of the minor subdivision shall be subject to the following conditions:

1. Applicant shall complete a Registered Land Survey documenting the subdivision in accordance with Anoka County requirements.
2. A 10’ perimeter drainage and utility easement shall be provided on the south line of Tract A.
3. Park dedication requirements shall be resolved in accordance with City standards.
4. Reference monuments shall be placed in the subdivision as required by state law.
5. The applicant is responsible for all fees related to the review of this application.
6. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.

7. The applicant shall record the subdivision documents with Anoka County within 30 days after the subdivision is approved and provide a signed copy verifying County recording to the City.

Approved and adopted by the City Council of the City of St. Francis on the 2<sup>nd</sup> day of May, 2022.

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Approved: Steven D. Feldman, Mayor

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Attest: Jennifer Wida, City Clerk

DRAFTED BY:

**Hoisington Koegler Group, Inc.**  
800 Washington Ave N, Suite 103  
Minneapolis, MN 55401

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

RESOLUTION 2022-24

A RESOLUTION APPROVING A SITE PLAN FOR DOLLAR GENERAL

**WHEREAS**, the applicant, Rod Hamby, has requested site plan approval for the construction of a new commercial building; and

**WHEREAS**, the property is legally described in Exhibit A;

**WHEREAS**, the property is zoned B-2 General Business; and

**WHEREAS**, standalone retail uses are permitted in the B-2 General Business district; and

**WHEREAS**, on April 20, 2022, the Planning Commission unanimously recommended approval of the requested site plan; and

**WHEREAS**, on May 2, 2022, the City Council of the City of St. Francis considered the submitted site plan and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of St. Francis hereby approves the requested site plan based on the following findings of fact:

1. The site plan is consistent with the Comprehensive Plan with proposed conditions.
2. The site plan meets the standards listed in the City Zoning Code with proposed conditions.

**BE IT FURTHER RESOLVED** that approval of the site plan shall be subject to the following conditions:

1. Setbacks from the north and east sides of the building to the respective property lines shall be shown on the site plan.
2. All comments listed in the City Engineer’s memo dated April 26, 2022 shall be addressed.
3. All comments from MnDOT in their October 14, 2021 review letter shall be addressed.
4. At least one bike rack shall be provided near the store entrance. This bike rack shall not be placed in a way that obstructs pedestrian traffic.
5. The applicant shall enter into an encroachment agreement with the City to allow the construction of portions of the parking lot within a drainage and utility easement.
6. Snow storage is allowed on three parking spaces within the southern parking lot. In the event parking spaces are needed snow may need to be trucked off site.

7. Applicant shall provide lighting plans and specs for all proposed exterior lighting on the site.
8. Landscaping plans shall be revised:
  - a. Tree plantings shall not consist of more than 25% of one genus.
  - b. Landscaping details (landscape islands, tree plantings, etc.) shall be included in the plans.
  - c. Plant material centers shall be placed at least 3 feet from the property line.
  - d. Turf slopes may not be in excess of 3:1.
  - e. All plants shall be guaranteed for 12 months.
9. City shall amend Code Section 10-73-03 to provide flexibility to allow fences and tree plantings within utility easements under certain circumstances and with approval by the City Engineer. This amendment shall be approved prior to the installation of landscaping on the site. If the amendment does not occur, the applicant shall submit a new landscaping plan meeting the existing Code standards to Staff for review and approval prior to planting.
10. No outdoor storage is permitted on the site, including outdoor storage of waste or recyclables near the loading area.
11. The trash enclosure gates shall be stained to match the color of the proposed building.
12. The applicant will work with City Staff to revise the plans to create a pedestrian connection, including a crosswalk, between the building and the existing trail.
13. All signage shall meet Code requirements and shall be reviewed through the sign permit process.
14. Wetland mitigation shall occur for the portion of the wetland being replaced by parking.

Approved and adopted by the City Council of the City of St. Francis on the 2<sup>nd</sup> day of May, 2022.

Approved: Steven D. Feldman, Mayor

Attest: Jennifer Wida, City Clerk

DRAFTED BY:  
**Hoisington Koegler Group, Inc.**  
 800 Washington Ave N, Suite 103  
 Minneapolis, MN 55401

**EXHIBIT A**

<Legal description for Tract A to be inserted>



# DOLLAR GENERAL STORE SAINT FRANCIS, MINNESOTA

PARKING SPACES/REOD: 47/47  
DEVELOPER: DGOCSAINTFRANCISMN07072021LLC  
ENGINEER: OVERLAND ENGINEERING, LLC  
SITE AREA: 2.01 ACRES  
IMPERVIOUS AREA: 37680 SF/ 0.865 AC.

## SQUARE FOOTAGE LEGEND

TOTAL SQUARE FOOTAGE	10,640 S.F.
TOTAL LEASABLE FOOTAGE	10,640 S.F.
OVERALL BUILDING DIMENSIONS	76'-0" X 140'-0"
SALES FLOOR DIMENSIONS	74'-0" X 112'-0"
SALES AREA	8,513 S.F.
RECEIVING AREA	1,177 S.F.
BREAK RM. & OFFICE AREA	205 S.F.
REST ROOM, & HALL AREA	205 S.F.
MISCELLANEOUS	540 S.F.

ALL CONSTRUCTION SHALL CONFORM TO THE PRIVATE  
DEVELOPMENT STANDARDS FOR THE CITY OF ST. FRANCIS, MN  
DATED JULY 2013.

## GENERAL NOTES

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL CURRENT APPLICABLE STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF SAINT FRANCIS, MINNESOTA, UNLESS OTHERWISE NOTED.
2. ALL WORKMANSHIP AND MATERIALS SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PLANNING AND DEVELOPMENT DEPARTMENT.
3. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION TO BE PERFORMED.
4. THE CONTRACTOR MAY UTILIZE THE FOLLOWING TOLL FREE PHONE NUMBER: 1-800-252-1166. THIS PHONE NUMBER IS APPLICABLE ANYWHERE WITHIN THE STATE OF MINNESOTA.
5. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL UNDER NO CIRCUMSTANCES CLEAR OR DAMAGE ANY TREES OUTSIDE THE CLEARING LIMIT LINE SET BY THE CITY WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER OR PROPERTY OWNER.
7. CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND ORDINANCES.
8. THE CONTRACTOR SHALL KEEP THE STREETS CLEAN OF MUD AND DEBRIS.
9. THE CONTRACTOR SHALL PLACE MIN. 4" TOPSOIL AND SEED & MULCH ALL DISTURBED AREAS AT THE DIRECTION OF THE CITY ENGINEER.
10. EMERGENCY VEHICLE ACCESS VIA PARKING AISLES.

## SITE UTILITIES:

WATER & SEWER:  
SAINT FRANCIS  
DEPT. OF PUBLIC WORKS  
JENNIFER GULBRANDSON  
PH 763-233-5200

ELECTRIC:  
CENTERPOINT

TELEPHONE:  
CENTURYLINK

GEOTECHNICAL ENGINEERING REPORT  
Prepared by: KILG ENGINEERING, LLC.  
Roseville, Minnesota

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT  
Prepared by: ENVIRONMENTAL WORKS, INC.  
Springfield, Missouri

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.  
Print Name: ROSEMARY HARTZ  
Signature: [Signature]  
Date: 8-15-24 License # 45502

800-252-1166  
www.gopherstateonecall.org

## UTILITY DISCLAIMER

EXISTING UNDERGROUND UTILITIES AND BURIED STRUCTURES IN THE VICINITY OF THE WORK TO BE PERFORMED HEREIN ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN THE PREPARATION OF THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.

**DOLLAR GENERAL**

SAINT FRANCIS, MINNESOTA  
1000 WEST 1ST AVE  
SAINT FRANCIS, MN 55075

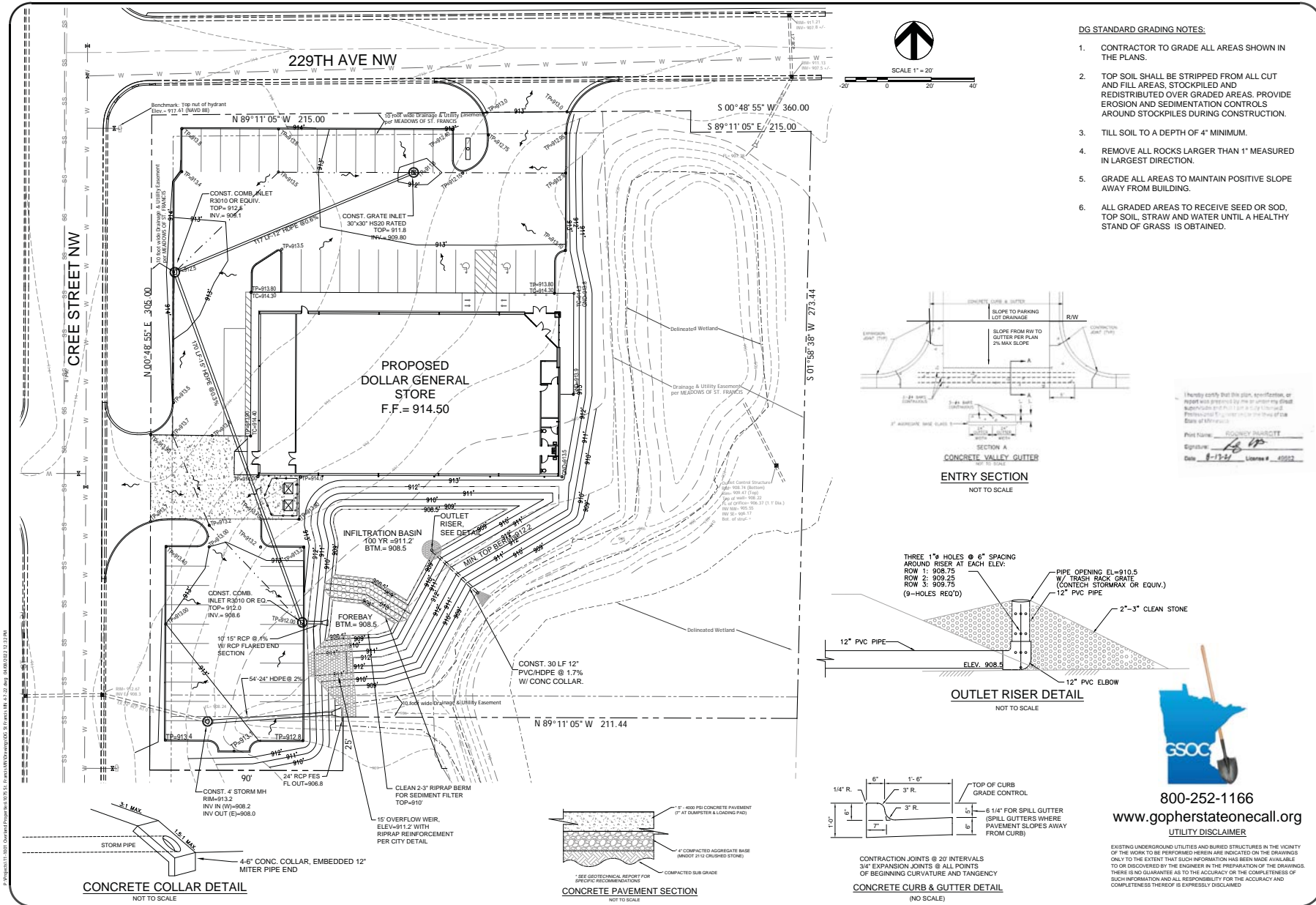
NO.	DATE	DESCRIPTION	BY
2	4/4/22	REV W/ MORE PARKING	RP
1	2/22/22	REV FOR CITY NOTES	RP

**overland**  
ENGINEERING, LLC  
1006 IMPERIAL CTR., STE. 2000 WEST FARGO, ND 58075  
PHONE: (701) 281-8500 FAX: (701) 281-3552  
www.overlandeng.com

DOLLAR GENERAL  
SAINT FRANCIS, MN  
SITE PLAN

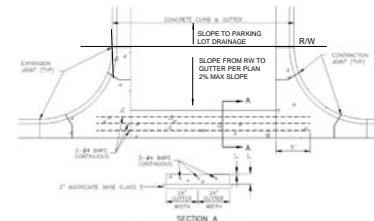
SHEET  
C1





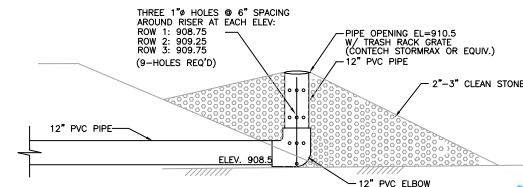
**DG STANDARD GRADING NOTES:**

1. CONTRACTOR TO GRADE ALL AREAS SHOWN IN THE PLANS.
2. TOP SOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS. PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES DURING CONSTRUCTION.
3. TILL SOIL TO A DEPTH OF 4" MINIMUM.
4. REMOVE ALL ROCKS LARGER THAN 1" MEASURED IN LARGEST DIRECTION.
5. GRADE ALL AREAS TO MAINTAIN POSITIVE SLOPE AWAY FROM BUILDING.
6. ALL GRADED AREAS TO RECEIVE SEED OR SOD, TOP SOIL, STRAW AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.



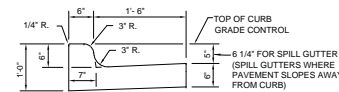
**ENTRY SECTION**

NOT TO SCALE



**OUTLET RISER DETAIL**

NOT TO SCALE



**CONCRETE CURB & GUTTER DETAIL**  
(NO SCALE)



800-252-1166  
www.gopherstateonecall.org  
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**DOLLAR GENERAL**  
SAINT FRANCIS, MINNESOTA  
1506 IMPERIAL, STE. 2000 WEST PLAINS, MO 65755  
PHONE: (417) 226-9650 FAX: (417) 226-3552  
www.dollargeneral.com

NO.	DATE	DESCRIPTION	BY
1	4/4/22	REV. PARKING & STORM SEWER	RP

**verland**  
ENGINEERING, LLC  
1506 IMPERIAL, STE. 2000 WEST PLAINS, MO 65755  
PHONE: (417) 226-9650 FAX: (417) 226-3552  
www.verlandeng.com

**DOLLAR GENERAL**  
SAINT FRANCIS, MN  
GRADING PLAN

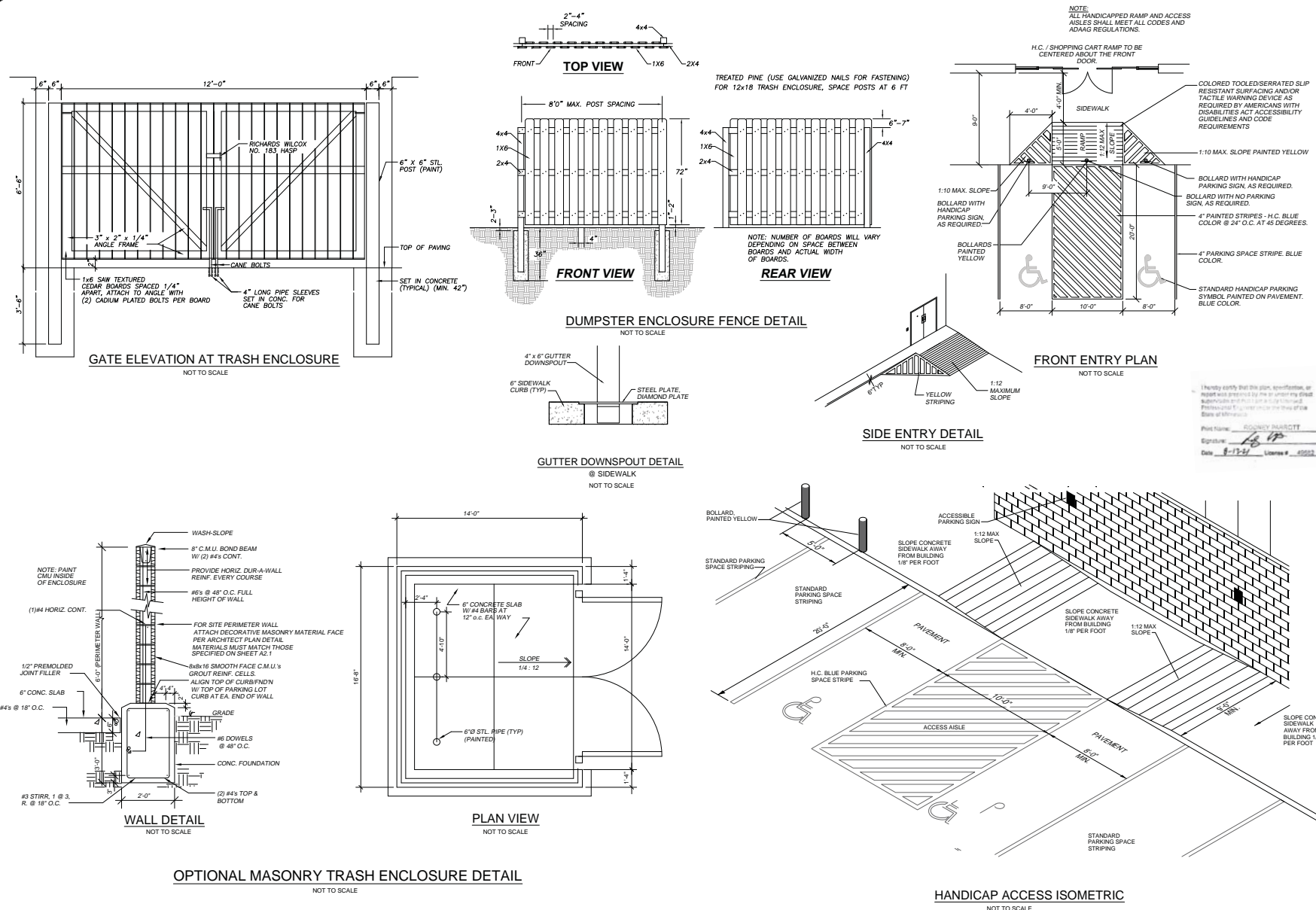
SHEET  
**C2**

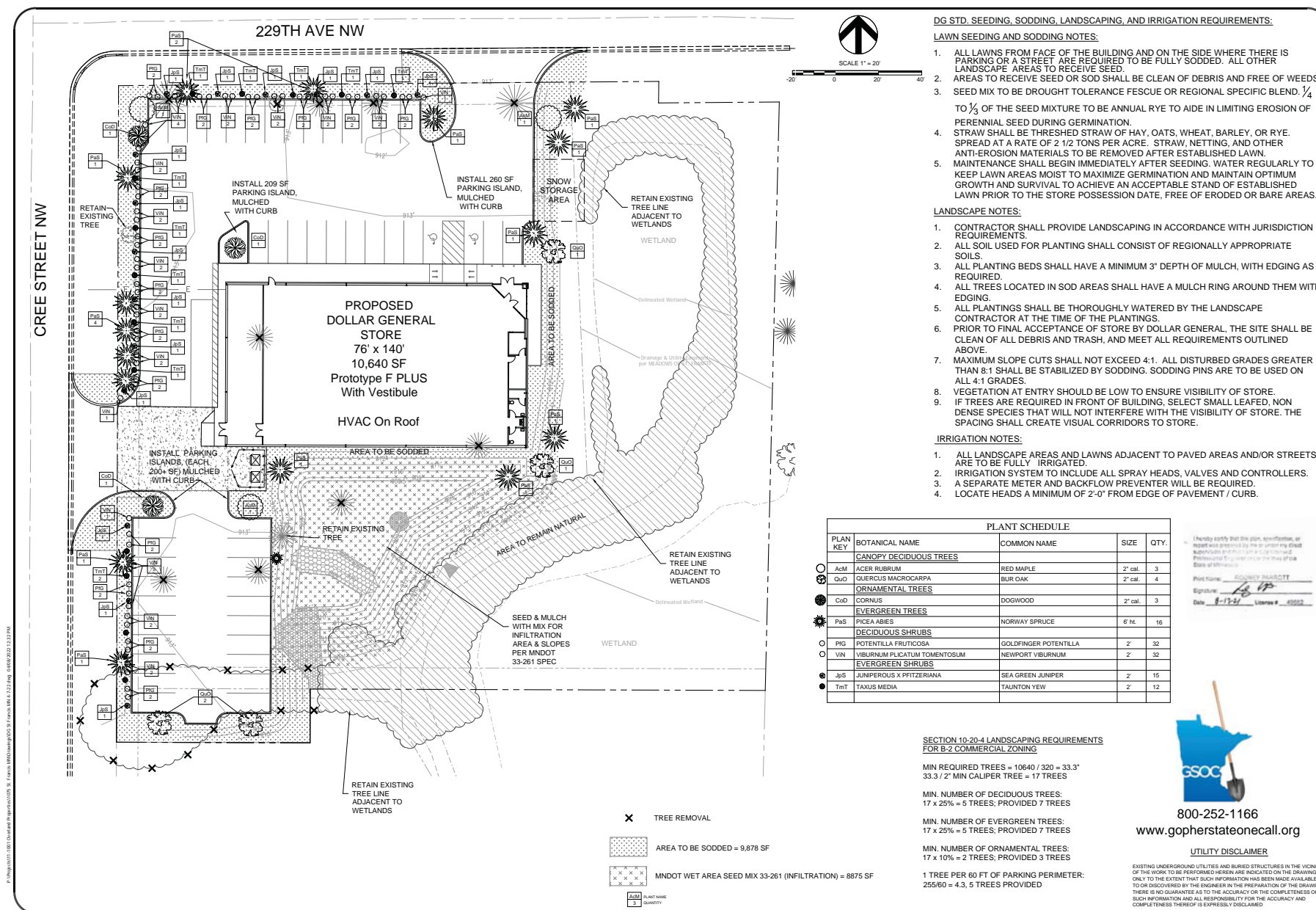
[illegible]

DOLLAR GENERAL  
SAINT FRANCIS, MN

DETAILS

SHEET  
C4





**DOLLAR GENERAL**

NO.	DATE	DESCRIPTION	BY

**verland**  
ENGINEERING, LLC  
1506 MAPLE ST., STE. 2000 WEST PLAINS, MO 6575  
PHONE: (417) 234-9450 FAX: (417) 234-3522  
www.verlandeng.com

**DOLLAR GENERAL**  
SAINT FRANCIS, MN  
LANDSCAPE PLAN

SHEET  
**C5**

STORE #23780 - PROTOTYPE "F PLUS"  
ST. FRANCIS, MINNESOTA  
SOUTHWEST CORNER OF STATE HIGHWAY 47 & 229TH AVE. NW  
SAINT FRANCIS, ANOKA COUNTY, MINNESOTA 55070

ARCHITECT OF RECORD:  
JOHN D. TORGERSON

ARCHITECTURAL LICENSE #:  
52080

REVISION:  
1 REV001  
MARCH 25, 2023

DATE: AUGUST 20, 2021



1. NOT USED.  
 2. SIGN (WHEN INSTALLED BY KOLLA & GIERKE CORPORATION) = "C" MUST AS NOTED ON ELECTRICAL PLAN. SIGN TO BE CENTERED ON FRONT OF BUILDING. SIGN MUST BE PROPERLY ANCHORED AND BRACING AS REQUIRED BY THE MANUFACTURER TO SUPPORT SIGN WEIGHT OF UP TO 1,000 LBS. COORDINATE THE LOCATION OF SIGN TO BE USED WITH THE GENERAL.  
 3. EXTERIOR LIGHTING: REFER TO ELECTRICAL DRAWING TO OBTAIN EXACT QUANTITY, LOCATION AND TYPE OF LIGHTING.  
 4. NOT USED.  
 5. NOT USED.  
 6. NOT USED.  
 7. SIGN REFER TO EXTERIOR FINISH SCHEDULE FOR COLOR.  
 8. GRASS DOWNPOUT: REFER TO EXTERIOR FINISH SCHEDULE FOR COLOR.  
 9. 9" SPILT GRADE CONCRETE MASONRY UNIT WAINSCOT: REFER TO EXTERIOR FINISH SCHEDULE FOR COLOR.  
 10. 8" SPILT GRADE CONCRETE ROOF: REFER TO EXTERIOR FINISH SCHEDULE FOR COLOR.  
 11. 4" SMOOTH W/VELCRO ECONOMY VELCRO BRICK: REFER TO EXTERIOR FINISH SCHEDULE FOR COLOR.  
 12. 1/2" SMOOTH W/VELCRO PANEL PANEL: PROVIDE TAMPER RESISTANT FASTENERS FOR BOTTOM 6" REFER TO EXTERIOR FINISH SCHEDULE FOR COLOR.  
 13. VEHT FOR BOTTOM RAILING: REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATION AND ANCHORAGE.  
 14. DOOR BUZZER: REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.  
 15. NOT USED.  
 16. NOT USED.  
 17. ADDITIONAL INFORMATION & LOCATIONS UNITS TO BE SCREENED FROM VIEW.  
 18. NOT USED.  
 19. MINIMUM EAVE HEIGHT IS 54" O.A.F.F.  
 20. FINISHED GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 6" BENEATH FINISHED FLOOR AT ALL EXTERIOR FINISHED AREAS.  
 21. NOT USED.  
 22. 1/2" SMOOTH 4" W/ LONG STANDING STEEL TIE BOLT SLOTTED W/ 1" DIAMETER CONCRETE SPOUTS TO BE USED TO SECURE THE SIGN TO THE LOCATION AS NOTED ON ELECTRICAL PLAN. TOP OF BRACKETS C/O. TO BE FIVE FEET FINAL LOCATIONS SO NOTED ON ELECTRICAL DRAWING. NOTED ON ELECTRICAL DRAWING.

[illegible]



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

---

**Submitted to:** City of St. Francis

**cc:** Kate Thunstrom, Community Development Director  
Craig Jochum, City Engineer  
Beth Richmond, City Planner  
Rod Hamby, Applicant  
Rodney Parrott, Developer's Engineer

**Reviewed by:** Shane Nelson, Assistant City Engineer

**Date:** April 26, 2022

**Proposed  
Project:** Dollar General

**Street Location:** 4140 Saint Francis BLVD NW

**Applicant:** DGOGSTFRANCISMN07072021 LLC

**Owners of Record:** SFLC LLC

**Jurisdictional Agencies:** City of St. Francis, URRWMO  
(but not limited to)

**Permits Required:** City Approval, NPDES Construction Permit  
(but not limited to)

## **INFORMATION AVAILABLE**

Dollar General Civil Plans, dated 4/8/2022, prepared by Overland Engineering, LLC

Stormwater Drainage Report, dated 2/25/2022, prepared by Overland Engineering, LLC

SWPPP, dated 1/17/2022, prepared by Overland Engineering, LLC

Wetland Delineation Report dated 9/01/2021, prepared by Widseth

Geotechnical Engineering Services Report, dated 9/6/2021, prepared by Kilo Engineering

## **VEHICULAR TRAFFIC / PARKING LOT DESIGN**

1. The project proposes to receive access from 229<sup>th</sup> Avenue NW and Cree Street NW. The traffic flow provided through the parking lot appears acceptable.
2. The proposed parking lot is proposed to extend to the south over an existing City storm sewer and it will be necessary for the Applicant to extend the City storm sewer as part of this project. The Applicant shall enter into an Encroachment Agreement in a form acceptable to the City Attorney as required by City Code.
3. The Site Improvement Plans shall be revised to depict the location of the Concrete Valley Gutters.
4. The Pavement Typical Section shall be included in the Site Development Plans. Note that City Code requires parking lots be constructed to a 9-ton design standard.

## **GRADING, DRAINAGE AND EROSION CONTROL**

1. The provided SWPPP does not provide a determination whether surface waters within one mile of the site are special waters or impaired for one of the constructions related parameters. The Applicant shall provide a revised SWPPP.
2. The SWPPP shall include estimated quantities of all erosion prevention and sediment control BMPs to be used for the life of the project. The Applicant shall provide a revised SWPPP.



3. It appears that the southerly extension of the parking lot will impact a (incidental) wetland. The Applicant shall be responsible for requesting and obtaining approval for the impacts. The impacts shall be labeled on the plan and a Joint Application for Activities Affecting Water Resources in Minnesota shall be submitted for review.

## **UTILITIES**

1. As depicted, the site will connect to City sanitary sewer from Cree Street NW. City of St. Francis Standard Detail 5-101 shall be added to the Site Improvement Plans.
2. As depicted, the site will connect to the City water system from 229<sup>th</sup> Avenue NW. City of St Francis Standard Detail 6-101 and 6-102 shall be added to the Construction Plans.
3. The pipe material for the extension of the 24" City storm sewer shall be revised to Reinforced Concrete Pipe (RCP) and City of St Francis Standard Detail 4-105 shall be added to the Site Improvement Plans.
4. Please review the build of the catchbasin in the north parking lot and confirm that it is constructable. Pre-cast structures generally require a minimum build of 3 feet.

## **STORMWATER MANAGEMENT**

1. The stormwater pond, once constructed, will be a private pond and the landowner will be responsible for the long-term operation and maintenance. In accordance with City ordinances, the Applicant must enter into a Stormwater Maintenance Agreement with the City to ensure the long-term operation and maintenance. (Section 10-93.5.H)
2. The Stormwater Drainage Report must be updated to reflect the most recent proposed conditions, which includes additional impervious surface due to the southerly extension of the parking lot.

## **CERTIFICATE OF SURVEY**

1. In the "Tract B" description, the last line of the caption should be corrected to read, "lying northerly of the following described Line A."

2. A 10' perimeter drainage and utility easement is required. Please depict on the south line of Tract A.

## **SUMMARY AND/OR RECOMMENDATIONS**

We recommend approval of the Site Plan and Lot Split subject to the Applicant addressing the conditions as outlined herein and subject to the Applicant entering into a Development Agreement with the City with all required counterparts.





PLANNING COMMISSION AGENDA REPORT

**TO:** St. Francis Planning Commission  
**FROM:** Beth Richmond, Planner  
**SUBJECT:** Dollar General Site Plan  
**DATE:** 4-13-2022 for 4-20-2022 meeting  
**APPLICANT:** Rod Hamby  
**LOCATION:** Between Hwy 47 and Cree St NW (PID: 06-33-24-11-0070)  
**COMP PLAN:** Commercial  
**ZONING:** B-2 General Business

**OVERVIEW:**

The City has received a site plan application for a standalone retail store on the southwest corner of Hwy 47 and 229<sup>th</sup> Ave NW. The proposed development would include a 10,640 SF building operated by Dollar General with access off of 229<sup>th</sup> Ave NW and Cree St NW.

The proposed site is currently included within a single 10.6-acre lot. As part of the development, the applicant has requested a minor subdivision to split 2.01 acres off from the larger parent parcel to be used for the Dollar General site. Minor subdivisions are not reviewed at the Planning Commission level, but Staff felt it important to identify this request as it relates to the site plan application. The new proposed lot meets lot dimension requirements for a lot in the B-2 zoning district.



**REVIEW PROCEDURE**

***60-Day Land Use Application Review Process***

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. The deadline for the land use request is June 10, 2022.

**Public Hearing**

Public hearings are not required for site plan review. However, a public hearing was noticed because the applicant was considering requesting the ability to do proof of parking, which requires a conditional use permit (CUP) and a public hearing. Proof of parking allows an applicant to build less parking than required by code; however, the applicant must demonstrate that a site can accommodate all required parking spaces in the event parking demand exceeds what is built. The City may require the applicant to construct the remainder spaces in the future if they are needed. After consideration, the applicant has chosen to construct all required parking spaces, making the CUP and public hearing for proof of parking unnecessary.

Because the public hearing was noticed, Staff suggests holding the public hearing to provide an opportunity for any interested members of the public to speak on the project.

**ANALYSIS**

**Land Use**

The site is guided for commercial use by the 2040 Comprehensive Plan and is zoned B-2 General Commercial. The applicant is proposing a 10,640 square foot retail building on the site which is consistent with both the Comprehensive Plan and the B-2 District.

**Dimensional Requirements**

The City Code determines the front property line of a site to be any line “separating a lot from the street right-of-way along the street frontage.” In the case of corner lots, both frontages are treated as front lot lines. Because this site is bounded on three sides by public roadways, the north, east, and west property lines are all treated as the front. The proposed development will meet all of the site dimension requirements as listed in the B-2 district, as shown in the table below:

Standard	Required B-2	Proposed
Front setback	25 ft. from local streets	91 ft. (north side) ~110 ft. (east side) 49.5 ft. (west side)
Rear setback	25 ft.	~110 ft. (south side)
Max. building height	Lesser of 3 stories or 35 ft.	18 ft.
Max. impervious surface	80%	Less than 80% Applicant to provide final number

The site has access off of 229<sup>th</sup> Ave NW with the main building entrance located on the corner of 229<sup>th</sup> Ave NW and Hwy 47. The building meets all required setbacks and is located far enough from the delineated wetlands on the site, the residential neighborhood to the west, and the roadways surrounding the site on three sides.

**Minor Subdivision**

A minor subdivision has been requested to split this 2 acre site off from the larger, existing parcel. While this request is not something that is typically reviewed at the Planning Commission level, Staff felt that a short discussion about the subdivision would provide helpful context to Commissioners as they review the site plan request.

The requested subdivision would result in two parcels that both meet Code requirements for the B-2 district. The smaller, northern parcel is the site that is proposed to be developed. The larger parcel to the south will remain undeveloped. With this subdivision, the applicant is proposing to establish a 10' easement along the new property line separating the two lots. Staff requests that this easement be extended in the southwest portion of the site to cover all the way to the property line.

**Site Plan**

Architectural Requirements

The north, west, and east sides of the building are proposed to be made up of brick, masonry, and glass. This meets Code requirements for the front or street-facing sides of a building in the B-2 district. The south side of the building is proposed to be made entirely of pre-finished metal wall panels. This is acceptable on the south side of the building.

The roof is proposed to be constructed with finished standing seam metal, which is an acceptable material for a commercial structure.

Streets/Access

This site is surrounded by streets on its north, west, and east sides. The applicant is proposing to access the property from two different curb cuts: 1 with access to the north onto 229<sup>th</sup> and another with access to the west onto Cree St. The northern access is intended for customer traffic, as the main entrance and parking area are located on the north end of the site. The western access is intended to be used for loading and deliveries. The designated loading and receiving space is located on the west side of the building. Commercial properties are allowed to have multiple curb cuts onto local streets with approval from the City Engineer.

As the site abuts a State Highway, the application has been sent to MnDOT for review. MnDOT's comments are attached.

Parking

The applicant is proposing surface parking along the north and south sides of the building. At 10,640 sq. ft. in size and with 8,713 sq. ft. used for sales, the required parking for this project is 47 stalls and 1 loading space. The applicant has provided adequate parking for the site as shown in the table below.

Use	Required Spaces	Proposed Area	Required Spaces
Standalone store, retail or service	1 space per 200 SF retail space	8,513 SF	43
	1 space per 500 SF storage area	1,717 SF	4
Total			47

A portion of the parking lot is on the south side of the lot is proposed to be located within a drainage and utility easement. This is permitted so long as an encroachment agreement is established between the property owner and the City. This agreement is included in Staff’s recommended conditions of approval below.

Two snow storage areas have been identified on the site plan. One is located along the easternmost edge of the northern parking lot. A second area is proposed to take up three parking spaces within the southern parking lot. While this is not something that is typically allowed, the applicant has provided documentation demonstrating that it is unlikely that all parking spaces will be used at the same time. Staff supports the proposed locations for snow storage on the site. In the event parking is needed snow may need to be and can be trucked off site.

Lighting

A lighting plan is required to be submitted with any site plan application. Exterior illumination casting light onto a public street may not measure more than 1 footcandle at the centerline the roadway. The applicant has submitted a plan showing that both the north and south parking areas are proposed to be lit. The proposed lighting meets Code requirements along Hwy 47, 229<sup>th</sup> Ave, and Cree St. Staff recommends that the applicant provide the lighting specs for the exterior lights to be used as a condition of approval.

Landscaping

An individual landscaping plan for the site was submitted and reviewed by Staff. The applicant is proposing to plant 26 trees, which exceeds the requirement for vegetation on the site. While the number of trees to be planted meets Code, the types of trees proposed do not meet diversity requirements. The City requires that no more than 25% of the trees planted come from the same genus. Currently, Norway spruce make up over 61% of the proposed trees. Staff recommends that the applicant revise the types of trees to be planted to meet diversity requirements.

As submitted, the plans show a large portion of the proposed vegetation located within a drainage and utility easement alongside the west and north sides of the property. Staff is supportive of the planting placement as these elements will provide a softer façade to the abutting residential uses across Cree St NW. However, the City Code states that fences and tree plantings are prohibited within utility easements. Staff recommends that the City consider amending this Code provision to allow some flexibility for plantings around parking lots or in

similar situations. This flexibility would be at the City Engineer's discretion and with the understanding that any tree replacement required due to utility work in the area will be the property owner's responsibility.

### Screening

All loading, service, and utility areas are required to be screened from public roads. A loading area is proposed along the western side of the site, adjacent to the building. This area is comprised of a parking area for large trucks and a set of double doors. The applicant is proposing to plant a mix of evergreen trees and shrubs along the property line in this area. These plantings are not intended to fully screen the loading area, but instead are meant to break up the sightlines along the west side of the building. Because this is a "lighter" loading area with no outdoor storage or physical loading elements included within the building, Staff supports the proposed plantings to screen this area.

Trash enclosures are required to be fully enclosed.

All waste containers and mechanical equipment must be fully screened from public view. The applicant has shown an 18'x12' trash enclosure located on the south side of the proposed building. This enclosure is proposed to be 6' tall. The front gate facing the residential neighborhood will be made of cedar, while the remainder of the enclosure will be pine. Staff recommends that the enclosure gates be stained to match the color of the proposed building.

The mechanical equipment proposed is adequately screened in a way that is compatible with the design of the site and building.

### Trails/Sidewalks

Sidewalks proposed around the north and east perimeters of the building meet Code requirements of 6' in width.

A trail is located along the north side of 229<sup>th</sup> Ave and the west side of Cree Street. Trails are only required along one side of a public roadway. Therefore, no trail or sidewalk along the south side of 229<sup>th</sup> or the east side of Cree St is necessary as part of this project.

Currently, no pedestrian connection is shown between the sidewalk around the perimeter of the building and the existing trail across the street. The applicant should work with City Staff to revise the plans to create a pedestrian connection, including a crosswalk, between the store and the existing trail.

### Utilities/Stormwater

The site is proposed to be served by City utilities. The City has adequate capacity to serve a development of this size.

There are two delineated wetland complexes on the eastern and southern portions of the site. A small portion of one of the wetlands extends to the west along the southern property boundary. The proposed parking area is located over this existing wetland. Mitigation will be required for the portion of the wetland being replaced by parking.

An infiltration area is proposed along the south side of the building. The site will be graded and a pipe installed to direct stormwater to this infiltration area prior to out falling to the wetland.

The applicant has submitted utility and stormwater plans which have been reviewed by the City Engineer. The City Engineer's comments are included in the attached memo.

## **RECOMMENDATIONS**

Staff recommends the following:

1. Planning Commission recommendation of approval of the site plan.

### ***Proposed Findings of Fact – Site Plan***

1. The site plan is consistent with the Comprehensive Plan with proposed conditions.
2. The site plan meets the standards listed in the City Zoning Code with proposed conditions.

### ***Conditions of Approval – Site Plan***

1. Setbacks from the north and east sides of the building to the respective property lines shall be shown on the site plan.
2. All comments from MnDOT in their October 14, 2021 review letter shall be addressed.
3. At least one bike rack shall be provided near the store entrance. This bike rack shall not be placed in a way that obstructs pedestrian traffic.
4. The applicant shall enter into an encroachment agreement with the City to allow the construction of portions of the parking lot within a drainage and utility easement.
5. Snow storage is allowed on three parking spaces within the southern parking lot. In the event parking spaces are needed snow may need to be trucked off site.
6. Applicant shall provide lighting plans and specs for all proposed exterior lighting on the site.
7. Landscaping plans shall be revised:
  - a. Tree plantings shall not consist of more than 25% of one genus.
  - b. Landscaping details (landscape islands, tree plantings, etc.) shall be included in the plans.
  - c. Plant material centers shall be placed at least 3 feet from the property line.
  - d. Turf slopes may not be in excess of 3:1.
  - e. All plants shall be guaranteed for 12 months.
8. City shall amend Code Section 10-73-03 to provide flexibility to allow fences and tree plantings within utility easements under certain circumstances and with approval by the City Engineer. This amendment shall be approved prior to the installation of landscaping on the site. If the amendment does not occur, the applicant shall submit a new landscaping plan meeting the existing Code standards to Staff for review and approval prior to planting.
9. No outdoor storage is permitted on the site, including outdoor storage of waste or recyclables near the loading area.
10. The trash enclosure gates shall be stained to match the color of the proposed building.
11. The applicant will work with City Staff to revise the plans to create a pedestrian connection, including a crosswalk, between the building and the existing trail.
12. All signage shall meet Code requirements and shall be reviewed through the sign permit process.
13. Wetland mitigation shall occur for the portion of the wetland being replaced by parking.
14. The 10' wide proposed drainage and utility easement along the south property line shall be extended all the way to the south property line in the southwest corner of the site.

15. Other conditions identified during the review process by Staff, the Planning Commission, or the City Council.

**ACTION TO BE CONSIDERED:**

After the public hearing and discussion, the Planning Commission could take one of the following actions:

1. Recommend approval with the conditions and findings of fact as presented by Staff.
2. Recommend denial with findings of fact as presented by Staff.
3. Table the request to the next Planning Commission meeting and provide direction to Staff and the applicant as to the additional information needed.

***Suggested Motion:***

Move to recommend approval of the Dollar General site plan with conditions and findings of fact as presented by Staff.

**Attachments:**

- Applicant Submittals
  - Plans
  - Documentation for reduced parking
- Engineering Memo dated 4/12/22
- MnDOT comments dated 10/14/21
- Public Comment



CITY COUNCIL AGENDA  
REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Craig Jochum, City Engineer  
**SUBJECT:** Resolution 2022-25 Calling for Hearing on the Poppy Street and 229<sup>th</sup> Lane Reconstruction Project  
**DATE:** May 2, 2022

**OVERVIEW:**

Staff received bids for the Poppy Street and 229<sup>th</sup> Lane Reconstruction Project. The bids were opened on April 28, 2022 at 10:00 a.m. at the City Hall. A total of six bids were received. Bids ranged from \$975,267.96 to \$1,183,398.21. Douglas-Kerr Underground, Inc. was the low bidder for the project. The low bid was \$975,267.96.

Staff is familiar with Douglas-Kerr Underground, Inc. and find them to be a responsible bidder. Prior to considering a contract award, the Public Improvement Hearing must be conducted. The attached resolution sets the hearing for May 16, 2022 at the regular scheduled City Council Meeting. The bids will also be presented at the meeting after the Public Hearing for consideration of an award.

**ACTION TO BE CONSIDERED:**

Approval of Resolution 2022-25 Resolution Calling For Hearing for the Poppy Street and 229<sup>th</sup> Lane Reconstruction Project.

**BUDGET IMPLICATION:**

The feasibility report, approved by City Council on February 7, 2022, provides detail on the proposed assessments and funding sources for this project. The feasibility report estimated the construction for this project to be \$844,457. The actual bid is 13% higher than the preliminary estimate provided in the feasibility report. The construction bid funding sources are summarized below:

Oak Grove	\$142,973
Municipal State Aid Fund	\$550,144
Sewer and Water Fund	<u>\$282,151</u>
	\$975,268

Attachments:

- Resolution 2022-25 Resolution Calling For Hearing for the Poppy Street and 229<sup>th</sup> Lane Reconstruction Project.



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

RESOLUTION 2022-25

RESOLUTION CALLING FOR PUBLIC HEARING ON IMPROVEMENT OF POPPY  
STREET AND 229<sup>TH</sup> LANE

**WHEREAS**, pursuant to council order, a report has been prepared by Hakanson Anderson Associates, Inc. with reference to the Poppy Street and 229<sup>th</sup> Lane Reconstruction Project within the City of St. Francis and this report was received by the council on February 7, 2022;

**WHEREAS**, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST FRANCIS, MINNESOTA:**

1. The council will consider the making of such improvement in accordance with the report and the assessment of benefiting property for a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 with the estimated total cost of the improvement being \$1,121,557.
2. A public hearing shall be held on such proposed improvement on the 16<sup>TH</sup> day of May, 2022, in the council chambers at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2<sup>nd</sup> DAY  
OF MAY, 2022.

APPROVED:

ATTEST:

\_\_\_\_\_  
Jennifer Wida, City Clerk

\_\_\_\_\_  
Steven D. Feldman, Mayor



## Community Development

### Quarterly Report of January - March 2022

#### Economic Development

##### **Bridge Street Corridor:**

- Staff has worked a townhome developer a housing opportunity for the property located at 3731 Bridge. This site is a focus of housing infill that would support the city through residential units and economic growth in the Bridge St corridor to bring the walking traffic we desire to see. They are currently underway with another project and will begin working on this one shortly.
- There has been little activity for the 3765 and 3757 Bridge St Corner sites for commercial development. It has been a hard year with the pandemic for our commercial partners, but the city continues to reach out and market when an opportunity exists.
- The Rum River Inn has new ownership and they are beginning to clean up the site. The City is hopeful this will set a new tone on Bridge.

##### **Hwy 47 Corridor:**

- Vista Prairie Senior project continues to work through the land use steps. Staff will be meeting with them to plan for a fall 2022 project
- City has several development projects waiting for a road expansion off Peterson Dr to support new commercial and multi-family housing. Staff and the development team continue to move pieces forward.

#### ST. Francis Economic Development Authority

The SFEDA did not hold any meetings in the first quarter of the year.

#### Housing Development

Staff has organized the information that exists on platted properties and the overall inventory for development lots. As we review information for the purposes of marketing and tracking it was identified that of the inventory that has been platted in the City, there are an estimated 51 lots remaining with water and sewer connections and 32 lots remaining that would be on private well and septic.



**Meadows Development** –Joshua Markum homes is wrapping up the final townhomes in the first and third addition. The concept that was brought forward for the fourth addition is in discussion but not moving forward at this time.

**Rivers Edge Development** –Five phases have received final approval and are completed or underway. This continues to be a successful development. Staff and the developer have been working with the DNR in regards to the next phase and we hope to see additional lots this year.



**Green Valley 2<sup>nd</sup> Addition** – a proposed subdivision of 14 rural lots went through the PC and Council for concept review. This development was not approved and will not move forward.

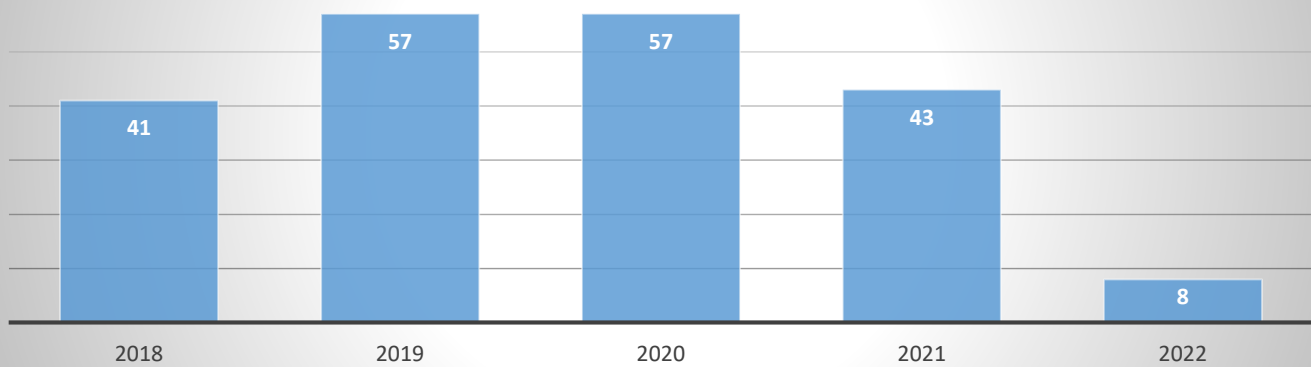
**Turtle Ponds, East and West aka 4<sup>th</sup> and 5<sup>th</sup> additions**– Final Plats were approved in March 2020 and this development has received its second extension. The property is being sold to new owners who have plans to development this spring/summer.

## Building Department

The City is behind last year's 16 new by the end of the first quarter. The Construction industry continues to have challenges on obtaining and affording the materials for the construction.

Below identifies the number of new permits for the first quarter compared to year end totals for the previous four years.

## Residential New Construction Permits

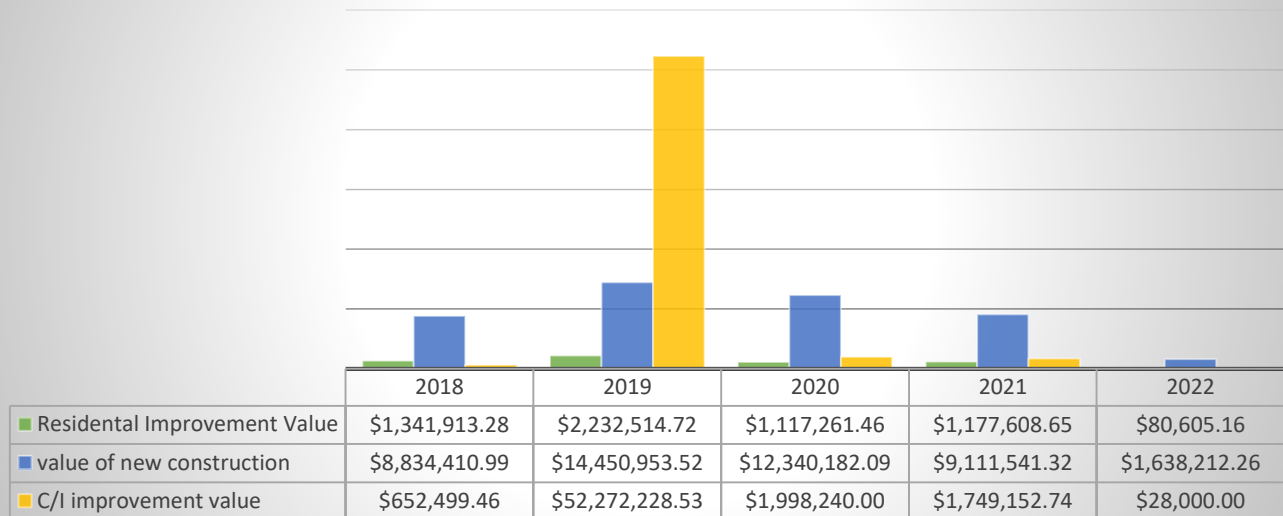


Year to date

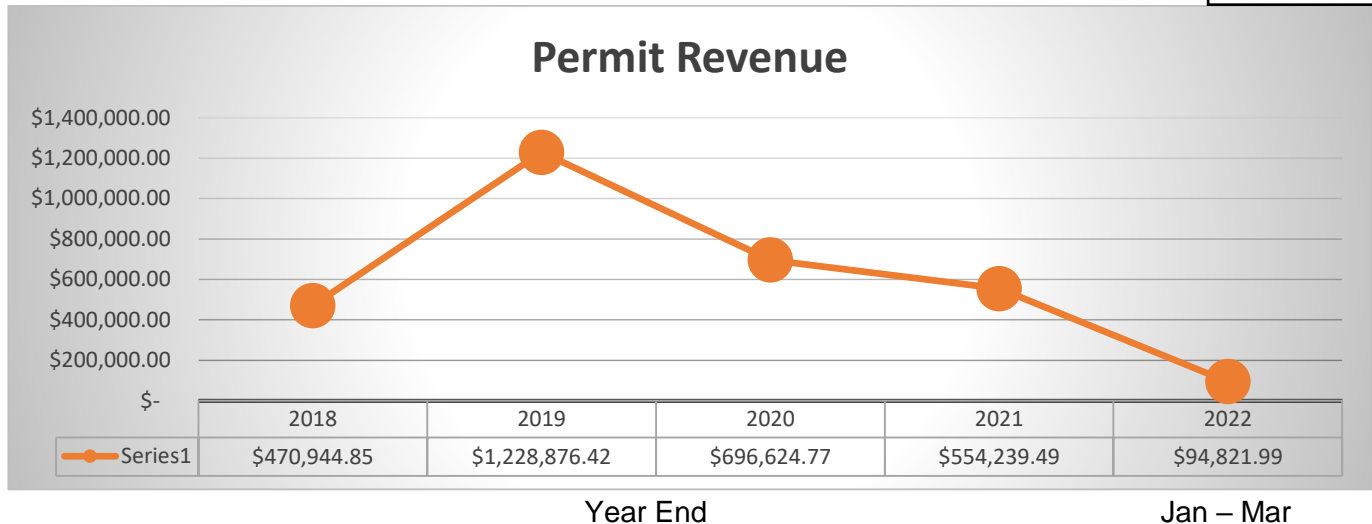
Jan – Mar 2022

Permit value is an important indicator in regards to the overall investment in the city. It is important to maintain what is already in place to ensure housing and building stock continues to serve a need and adds value to the community. Much of this year's value to date is from new single family homes. Permit totals remain high and the City has processed 85 permits to date.

## Value of Improvements



Permit revenue is based on both counter permits (flat fee items such as fences, roofs, etc.) and projects that are based on a valuation schedule. All permit costs are identified in the City fee schedule. Fees are utilized to cover expenses of the permit process such as administration, inspections, engineering and planning if necessary. Additionally, Commercial and Septic permits are under contract with Metro West Inspections



## Administration

- Siwek Park - has completed the bid process and construction schedule is estimated to being June 1<sup>st</sup>. The timeliness of this project will depend on materials and weather.
- Park Plan – the park plan is getting to the end with a final draft being prepared. The process has been helpful to understand the larger picture of how StF is doing in comparison to other cities, what our sports clubs are lacking and areas we can improve the amenities.
- Hwy 47 – we continue to move forward on data collection and stakeholder meetings. These are important steps to understand how the light has impacted the corridor along with the opinions of the business community.
- Acquisition of 23115 Ambassador for a City road expansion related to the redevelopment of bridge street properties. Staff is working to possibly move this building instead of demolish.

## Code Enforcement

Code enforcement has been extremely busy this spring with the early nice weather and residents are calling in on everything from vehicle issues to dog feces.

Twenty-four properties were in active code enforcement so far this year.

## Planning Commission

The PC met once in the first quarter to discuss the Vista Prairies senior housing project. As of the start of this year, the Commission is working to go paperless and each member has a tablet. This continues the efficiency of the online agenda program and reduces the staff time and expenses of lengthy paper agendas.

Two new Commissioners joined the group to serve on the Commission for a term of January 2022 to December 2024.