

CITY COUNCIL REGULAR MEETING

City Hall: 3750 Bridge St NW Monday, May 05, 2025 at 6:00 PM

AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. APPROVAL OF AGENDA
- 4. CONSENT AGENDA
 - A. City Council Minutes April 21, 2025
 - B. Grant Navigation Resolution Authorization

Resolution 2025-22 authorizing application for grant navigation support for the city

C. Abandoned Property

<u>Resolution 2025-23</u> declaring seized property related to St. Francis Police Case Number 1-40500 as abandoned surplus property

D. Canine Program Grant

<u>Resolution 2025-24</u> accepting a canine grant to the city of St. Francis Police Department

E. Winning With Cops Donation

<u>Resolution 2025-25</u> accepting a donation to the City of St. Francis Police Department

F. Canine Program Donation

<u>Resolution 2025-26</u> accepting a donation to the City of St. Francis Police Department

- G. Application for On-Sale Wine and Strong Beer Liquor License for All Taco, LLC <u>Resolution 2025-27</u> approving on-sale wine and strong beer liquor license for All Taco, LLC
- H. URRWMO Annual Budget
- <u>I.</u> Zero Turn Replacement
- J. Appointment of Chad Schroeder to the positon of Lieutenant- Training
- K. Authorization to Post for the Position of Fire Prevention Captain (Part-time)
- L. Job Description Update- Administrative Captain
- M. Rental License Approvals
- N. Site Improvement Performance Agreement for First Baptist Church
- O. Site Improvement Performance Agreement for Rum River Preserve
- P. TNT Fireworks Sale of Consumer Fireworks License
- Q. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC
- 6. SPECIAL BUSINESS
- 7. PUBLIC HEARING
- 8. OLD BUSINESS
- 9. NEW BUSINESS
 - A. Bridge Street Connection Feasibility Study
 - B. St. Francis Apartments Concept Review
 - C. Tax Increment Financing (TIF) Application North Shore Development Partners
 - D. Rivers Edge 8th Addition

<u>Resolution 2025-28</u> approving the final plat and plans for the 8th addition of the Rivers Edge subdivision

10. MEETING OPEN TO THE PUBLIC

11. REPORTS

A. Community Development Report - Quarter 1

12. COUNCIL MEMBER REPORTS

13. UPCOMING EVENTS

May 06 - Citizens Academy - 6:00 pm

May 15 - Parks Commission - 7:00 pm

May 19 - City Council Meeting - 6:00 pm

May 20 - Citizens Academy - 6:00 pm

May 21 - Planning Commission Meeting - 7:00 pm

May 26 - City Offices Closed in observance of Memorial Day

May 27 - Citizens Academy - 6:00 pm

May 30 - June 1 - Pioneer Days

14. ADJOURNMENT

CITY OF ST. FRANCIS CITY COUNCIL AGENDA St. Francis City Hall 3750 Bridge Street NW April 21, 2025

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 Mark Vogel.

2. ROLL CALL

Members Present: Mayor Mark Vogel, Councilmembers Kevin Robinson, Sarah Udvig, Amy Faanes, and Joe Muehlbauer.

Also present: City Administrator Kate Thunstrom, Deputy Administrator-City Clerk Jenni Wida, Community Development Director Jessica Rieland, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Deputy Administrator-Public Works Director Paul Carpenter, Police Chief Todd Schwieger, Fire Chief Dave Schmidt, Finance Director Darcy Mulvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.),

3. APPROVAL OF AGENDA

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

Ayes: Faanes, Muehlbauer, Robinson, Udvig, and Mayor Vogel.

Navs: None

Motion carries: 5-0

4. CONSENT AGENDA

- A. City Council Minutes April 7, 2025
- B. Dust Control Maintenance
- C. Acknowledgement for Exempt Permit
- D. Acknowledgement for Off-Site Gambling Permit
- E. Acknowledgement for Application for Temp On-Sale Liquor License St. Francis Lions Club
- F. Stahl Construction Final Pay Application Labor & Material
- G. Accept Donation from the Relief Association
- H. Payment of Claims

Faanes requested to remove Item G from the Consent Agenda.

MOTION BY: UDVIG SECOND: FAANES APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA ITEMS A-F AND H.

Ayes: Faanes, Muehlbauer, Robinson, Udvig, and Mayor Vogel.

Nays: None

Motion carries: 5-0

Faanes shared her concern with the donation from the Relief Association as this money was intended to go into the retirement account for the firefighters. She does not think it is right for the City to accept this donation. She noted that this money is going towards things like furniture for the City Hall Fire Station, and she thinks these items should be paid out of the regular budget and not with this donation. She added that the Council had discussed in the past that the City can only do fundraisers for certain things and asked if this even qualified. She asked what Bethel was doing with their Relief Association money. She said she does not feel good about giving this money that was raised for the firefighter's retirement to the City for things like furniture and other capital assets.

Fire Chief Schmidt explained that the Relief Association managed two different accounts, the special fund, which was for the firefighters' retirement, and the general fund, which cannot be used for retirement expenses. He said this general fund was for equipment. He noted that the Relief Association has chosen to dissolve and where the money left over in the fund would go and they have decided to give it to the City.

Robinson asked if this money could have gone anywhere else. Schmidt explained that they could have donated to another non-profit.

Muehlbauer noted that he did not like the way Faanes made assumptions about this and that the City does not budget properly resulting in them needing to take money from the firefighters' retirement fund to cover other items. He disagreed with this and he knows how seriously Staff takes their jobs.

Faanes explained that she shared her concerns about this based on how she understood the situation. She noted that she knows the full background of this fund and wants to make sure they are looking out for their firefighters and all Staff. She shared that this money is the only retirement that the firefighters get.

Robinson added that the Relief Association decided to dissolve and give these funds to the City.

Faanes said she still does not feel comfortable with this as this money was donated with the intent of being used for firefighter retirements.

Muehlbauer noted that this money was in the general fund and cannot go towards retirements. He reiterated that the members of the Relief Association voted and wanted this money to be donated to the City.

Mayor Vogel shared that he would like to have a deeper discussion about

donations at an upcoming meeting, as this item shows how messy donations can get.

Faanes said she wants whatever is best for the firefighters, and using this money that was raised for equipment is not the right thing for the firefighters.

Udvig stated that the Relief Association is requesting that the Council approve this donation of funds that they decided to give to the City and she thinks they should respect that.

MOTION BY: UDVIG SECOND: ROBINSON APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA ITEM G.

Ayes: Muehlbauer, Robinson, Udvig, and Mayor Vogel.

Nays: Faanes Motion carries: 4-1

5. MEETING OPEN TO THE PUBLIC

Mike Fisher, the broker working with Rum River Consultants, came forward and shared that they need to expand, and the sale of 23340 Cree Street is the perfect property for them. He asked the Council to think hard about the sale of this property because if the Rum River Consultants cannot purchase this property, then they will be looking to expand in another City. He urged the Council to consider their offer over the other on the table.

John Faanes, 23318 Salish Street NW, came forward to discuss the Relief Association donation. He shared that he was the President of the Relief Association and gave a background of it. He explained that the Relief Association was started in the 1970s to raise money for firefighter retirements. He noted that when their general fund would get over \$12,000, they would move the excess to the special fund which would be for the firefighters. He said there was an issue with documentation of how much the City would be contributing to the Relief Association which led to two years of negotiations. He stated that when Schmidt joined the Fire Department, he had a different idea of what this money was to be used for. He noted that he was voted off the Relief Association for disagreeing with Schmidt. He explained that the State was no longer accepting the Relief Association as an entity, yet he was still included on IRS documents as the President. He shared that he was assured that nothing would happen with the funds until everything was squared away with the legalities. He said they worked with an attorney who suggested they refile the association with the State to get back in good standing and have a CPA file the taxes for the association, as they had not been done for years. He stated the City will be accepting a donation from an unregistered, nonprofit organization that has not filed taxes in several years. He added that he does not benefit from anything he is pushing for this evening; however, he wants to support the firefighters who will be retiring in the future.

Amy Bening, 22983 Kiowa Street NW, came forward and shared her concerns with Bridge Street and her son's safety as he crosses this road often. She wanted to voice this concern not only for her son, but for the rest of the community. She added that she is applying for the Planning Commission, and she wants to voice her concerns to be a part of the solution for these issues. She said she would like to see the speed reduced in this area.

Muehlbauer noted this is a County Road and encouraged Ms. Bening to reach out to their County representatives.

6. SPECIAL BUSINESS - NONE

7. PUBLIC HEARINGS - NONE

8. OLD BUSINESS

A. Highway 47 Design Discussion

City Administrator Thunstrom reviewed the Staff report in regard to the design of Highway 47.

Mayor Vogel noted that four roundabouts will be cheaper than two stoplights. He added that roundabouts are also the preference of MnDOT.

Muehlbauer asked if the public preferred the roundabouts or stoplights when they were asked. Thunstrom said they did a lot of community engagement in 2019 after the tragic accident on Pederson. She said there was a lot of support for the stoplights. She explained that when they have gotten stakeholder groups together more recently, there has been support for both roundabouts and stoplights. She noted that residents are supportive of what they know and what they are used to and they wanted a tunnel or bridge.

Muehlbauer noted that the water table is too high for a tunnel and the cost for a bridge would be very expensive. He added that the State favors roundabouts as the collisions that happen in them are less severe.

Faanes asked how much they would save by doing four roundabouts rather than two roundabouts and two stoplights. Muchlbauer said that each light costs \$1,000,000.

Faanes shared her support for the roundabouts; however, she is concerned with the access for pedestrians.

Muehlbauer asked if they will also be reducing the size of Highway 47 during these projects. Thunstrom said yes and noted it would go from four lanes down to two lanes, regardless of which options.

Udvig shared that the residents she had spoken to were supportive of two

stoplights and two roundabouts. She said they went to great lengths to come up with the current design and does not want to see it thrown to the side.

Faanes asked how these different intersections tie into continuing Bridge Street to Highway 47. Thunstrom stated the Highway 47 and Bridge Street connection is not considered in any of this at this time.

Robinson agreed with Udvig that a lot of work was put into the current design to get everyone to agree on it. He said he would still be supportive of the two stoplights and two roundabouts as this seems to be what the residents want.

Muehlbauer shared his main concern is with what happened to the girls who were killed a few years ago in this area. He said with roundabouts, drivers will be more likely to pay attention to the road and what is going on, which could reduce pedestrian accidents.

Robinson said that roundabouts could deter people from taking this route, which could hurt the businesses in the area.

Mayor Vogel asked when the roundabouts opened on Bridge Street. Public Works Director Carpenter said they opened in 2014.

Mayor Vogel said he sees the cost savings associated with four roundabouts and is leaning towards these rather than the two stoplights.

MOTION BY: FAANES SECOND: MUEHLBAUER TO DIRECT STAFF TO CHANGE THE HIGHWAY 47 DESIGN TO FOUR ROUNDABOUTS.

Ayes: Faanes, Muehlbauer, and Mayor Vogel.

Nays: Udvig and Robinson

Motion carries: 3-2

9. NEW BUSINESS

A. Sale of City Owned Property

Resolution 2025-19 Declaring surplus property and authorizing the disposal of said property

Ordinance 346 Authorizing the sale of city surplus property to R&R Capital Investments, LLC

Thunstrom reviewed the Staff report concerning the sale of the old City Hall building on Cree Street.

Muehlbauer shared that he had spoken with the lower two bidders on their willingness to continue to rent out the community space in the building. He asked if this was a part of the original bid. Thunstrom explained that if they were to lease the space, it would be very complicated. She noted the purchaser could use this space as rental space; however, the purchaser leasing it back to the City to be rental space would be extremely difficult. She said they did not fully review this bid

as they were directed to go with the highest bidder.

Muehlbauer asked what process this follows since one of the bidders has changed their bid. City Attorney Schaps said the City has laid out a process and the Council has the discretion to decide who it gets sold to.

Mayor Vogel shared that he was initially in favor of selling the property to the highest bidder; however, he is leaning towards the lower bidder as they are more of a known entity locally.

Thunstrom explained if they will not be approving the purchase agreement that Staff has recommended, then they will need to have legal counsel review the purchase agreement of the lower bidder as it has not yet been reviewed, and they are already aware of concerns that would need to be addressed.

Robinson said he does not think the bidders should be able to change their bid and the Council should just decide based on these bids who they would like to sell to.

MOTION BY: MUEHLBAUER SECOND: MAYOR VOGEL ADOPTING RESOLUTION 2025-19, A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAID PROPERTY.

Ayes: Faanes, Muehlbauer, Robinson, and Udvig.

Nays: Mayor Vogel Motion carries: 4-1

MOTION BY: MUEHLBAUER SECOND: FAANES ADOPTING ORDINANCE 346, AN ORDINANCE AUTHORIZING THE SALE OF CITY SURPLUS PROPERTY TO R&R CAPITAL INVESTMENTS LLC.

A roll call vote was performed:

Mayor Vogel nay
Councilmember Muehlbauer aye
Councilmember Robinson nay
Councilmember Faanes nay
Councilmember Udvig aye

Motion fails: 2-3

Schaps asked if the Council would like Staff to reopen this process or just review and negotiate the existing bids.

MOTION BY: MUEHLBAUER SECOND: FAANES TO DIRECT STAFF TO NEGOTIATE WITH RUM RIVER CONSULTANTS.

Ayes: Faanes, Muehlbauer, and Mayor Vogel.

Nays: Robinson and Udvig.

Motion carries: 3-2

B. Accepting Bids and Awarding Contract for the 2025 Street Reconstruction Project

Resolution 2025-20 Accepting and awarding bids for the 2025 street reconstruction project

Carpenter reviewed the Staff report in regard to accepting bids and awarding contracts for the 2025 street reconstruction project.

MOTION BY: UDVIG SECOND: FAANES ADOPTING RESOLUTION 2025-20 ACCEPTING AND AWARDING BIDS FOR THE 2025 STREET RECONSTRUCTION PROJECT.

Ayes: Faanes, Muehlbauer, Robinson, Udvig, and Mayor Vogel.

Nays: None

Motion carries: 5-0

C. Patriot Parkway Final Plat Submittal Extension

Resolution 2025-21 Extending the final plat submittal deadline for the Patriot Parkway Development

Community Development Director Rieland reviewed the Staff report concerning the Patriot Parkway extension request for their final plat.

MOTION BY: MUEHLBAUER SECOND: FAANES ADOPTING RESOLUTION 2025-21 EXTENDING THE FINAL PLAT SUBMITTAL DEADLINE FOR THE PATRIOT PARKWAY DEVELOPMENT.

Ayes: Faanes, Muehlbauer, Robinson, Udvig, and Mayor Vogel.

Nays: None

Motion carries: 5-0

10. MEETING OPEN TO THE PUBLIC - NONE

11. REPORTS

A. Police Department Report - First Quarter 2025

Police Chief Schwieger reviewed the first quarter report for the Police Department. He shared that they spent some time at the beginning of the year planning out their community engagement events for 2025. He noted there were 1,944 instances that occurred during the first quarter, which is an increase over last year. He said there were 25 Group A offenses, 1251 Group B offenses, and 668 traffic stops, which resulted in 92 citations being issued. He added that Staff completed 263 hours of training during the quarter. He said they are back at full Staff and are staying busy.

The Council thanked Schwieger and his Staff for their great work.

Mayor Vogel asked if the Police respond to every medical call. Schwieger said they do get dispatched to every medical call; however, they rely more heavily on the

firefighters to respond to these calls.

Mayor Vogel encouraged the residents to participate in the upcoming Citizen's Academy.

B. Fire Department Monthly Report - March

Schmidt reviewed the Fire Department report for the month of March. He shared that there were 85 incidents for the month with an average en-route time of seven minutes and 33 seconds and on-scene time of 13 minutes and six seconds. He noted they are projecting a volume increase for the year of 11.6%. He reviewed the times of day and days of the week when all calls came in. He shared that there was \$6,000 in fire loss for the month. He added that they gave mutual aid ten times throughout the month and received mutual aid five times.

The Council thanked Schmidt and his Staff for their hard work.

Robinson asked how often they are getting calls for the glucometer and if those who are calling for it often have decreased with the education being provided. Schmidt said they still get a fair amount of use for this device. He noted that when one repeat user moves out of the City or stops calling for this, another moves in or starts up. He said the usage of this has been stable.

12. COUNCIL MEMBER REPORTS

The Council shared the meetings and events they attended in the past few weeks, as well as highlighting upcoming events.

Robinson noted he attended the Planning and Zoning Commission meeting, and it was great to see so many residents attend.

Faanes shared that she attended the Planning and Zoning Commission meeting and there were 15 residents who came forward to speak about the proposed apartments. She said that when this item comes forward to the Council level she will be sharing the feedback and concerns from these residents.

Muehlbauer shared that he watched back the Planning and Zoning Commission meeting and encouraged those who have shared their thoughts and opinions to focus on facts and real concerns when discussing these projects, and not just hypotheticals.

Mayor Vogel added that he also attended the Planning and Zoning Commission meeting, and he was pleased to see how many people showed up. He noted that he met with Thunstrom, their lobbyist, and Senator Andrews this weekend and he is feeling hopeful.

13. UPCOMING EVENTS

April 26 - Spring Recycling Day - 8:00 AM - 12:00 PM

May 03 - Dog Clinic - 9:00 AM

May 05 - City Council Meeting - 6:00 PM

May 15 - Parks Commission Meeting - 7:00 PM

May 19 - City Council Meeting - 6:00 PM

Citizens Academy 6:00 PM - Starts May 6, 2025

14. ADJOURNMENT

MOTION BY: ROBINSON SECOND: FAANES TO ADJOURN THE MEETING.

Ayes: Faanes, Muehlbauer, Robinson, Udvig, and Mayor Vogel.

Nays: None

Motion carries: 5-0

There being no further business, Mayor Vogel adjourned the regular City Council

at 7:29 p.m.

Jennifer Wida, City Clerk



TO: Kate Thunstrom, City Administrator

FROM: Paul Carpenter, Public Works Director

SUBJECT: Grant Navigation Resolution Authorization

DATE: May 5, 2025

OVERVIEW:

Staff were informed by SEH that there could possibly be Grant funding from the DNR for the Warming House/Ice Rink Project. One grant is the DNR Outdoor Recreation Grant Program, with a potential max award of \$350,000 and 1:1 match. The process of applying for this grant includes a Project Site Evaluation within the application that determines the impacts of the project, if any, on the environmental and cultural resources of the project area. These are required because the program receives Federal funding.

The requested resolution lets SEH represent the City and apply for grant money from the League of Minnesota Cities in the amount of \$5,000 to help cover the costs created by the Project Site Evaluation. Essentially it is a grant to pay for grant work.

ACTION TO BE CONSIDERED:

Council to authorize the Mayor to accept and sign the Resolution Authorizing Application for Grant Navigation Support for the City.

BUDGET IMPLICATION:

None

Attachments:

Resolution 2025-22 Authorizing Application for Grant Navigation Support for the City

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

RESOLUTION 2025-22

A RESOLUTION AUTHORIZING APPLICATION FOR GRANT NAVIGATION SUPPORT FOR THE CITY.

WHEREAS, the League of Minnesota Cities ("LMC") has created a pilot Grants Navigation Program ("Program") in which LMC will provide grants up to \$5,000 per city to use with industry partners to ease the process of identifying matching funds to city projects and aid in the grant application projects.

WHEREAS, the Program is limited to providing services to help obtain grant funding for one project per city.

WHEREAS, the Program is limited to providing support in obtaining grant funding, and LMC does not provide funds to implement projects.

WHEREAS, the City of St. Francis wishes to apply to the Program to for support in finding grant funding for The Warming House/Ice Rink Project.

WHEREAS, the City recognizes that the if approved, any funds received through the Program must be used in a manner consistent with the conditions above as well as all other conditions or limitations of the Program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA AS FOLLOWS:

- 1. The City names Short Elliot Hendrickson Inc. as its fiscal agent for the purposes of applying to the Program on behalf of the City.
- 2. The City authorizes the Fiscal Agent to act on its behalf when communicating with LMC in all matters related to the Program application for the Project.
- 3. If the City is awarded a grant under the Program, it agrees to use the funds to engage with industry partners who will aid in the grant matching and application process consistent with the terms and conditions of the Program.
- 4. If a state, federal, foundation, or nonprofit grant match is not found, or is applied to but not awarded, the City will seek feedback on why the project was not eligible and report back to the LMC with these findings consistent with the terms and conditions of the Program.
- 5. If a state, federal, foundation, or nonprofit grant is awarded, a project assessment will be submitted to LMC within six months of the application's approval and then periodically until after project completion consistent with the terms and conditions of the Program.

Passed by the City Council of St. Francis, Minnesota this 5TH day of May, 2025.

	APPROVED:	Agenda Item # 4B.
	Mark Vogel, Mayor	
ATTEST:		
Jennifer Wida, City Clerk		



TO: Kate Thunstrom, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: Abandoned Property

DATE: May 5, 2025

OVERVIEW:

In September 2019 a search warrant was conducted at a residence in St. Francis resulting in a large quantity of stolen items being recovered. In addition to items which were confirmed stolen, officers also seized property for further investigation that had a high likelihood of being stolen. Throughout the investigation owners were located for several of the suspected stolen items which were then returned. Multiple items remain in possession of the police department where owners have not been identified, and no proof of ownership has been received from the individual in which the items were seized.

ACTION TO BE CONSIDERED:

To approve Resolution 2025-23 which declares seized property related to St. Francis Police case number 19-240500 as abandoned property. The Police Department will utilize the online bidding service of Municibid to sell and dispose of the items. St. Francis city code 8-7-2 (C) authorizes the City to sell abandoned property to the highest bidder at public auction or in the manner directed by Council.

BUDGET IMPLICATION:

Work performed in the preparation and selling of surplus property will be conducted during normal working hours. Funds collected from the sales of the property will be placed into City of St. Francis General Fund.

Attachments:

- Resolution 2025-23 declares seized property to St. Francis Police case 19-2450500 as abandoned property
- EXHIBIT A

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

RESOLUTION 2025-23

A RESOLUTION DECLARING SEIZED PROPERTY RELATED TO ST. FRANCIS POLICE CASE NUMBER 19-40500 AS ABANDONDED SURPLUS PROPERTY

WHEREAS Section 8-7-2 of the St. Francis City Code entitled "Disposal of Unclaimed Property" outlines the procedure for disposal of City owned property; and

WHEREAS pursuant to Section 8-7-2, the City has identified property legally described as follows as surplus property and is no longer needed for municipal service; and

WHEREAS, by the City Council of the City of St. Francis that the following property is hereby classified as surplus property, with the approximate value said property assigned as follows:

Surplus Property: (Forfeiture Veh	<u>icles)</u>	Estimated Value
See "Exhibit A"		Amount received by Municibid
ADOPTED BY THE CITY COUNCIL OF MAY 2025.	OF THE CIT	
ATTEST:		
	Mark Vo	gel, Mayor
Jennifer Wida, City Clerk		

St. Francis Police case number 19-240500 remaining property list:

- Two white enclosed trailers
- Honda dirt bike
- Two black dump trailer with wood sides
- Honda generator
- Chevy pickup truck bearing VIN (8787 last four digits)
- Stihl TS800 saw
- Golden scooter
- Brute generator
- Stihl TS420 saw



TO: Kate Thunstrom, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: Canine Program Grant

DATE: May 5, 2025

OVERVIEW:

During a March 24th, 2025, City Council work session police department staff presented the implementation of a canine program. Discussed was the importance and necessity of adding a canine program in St. Francis as well as a timeline, associated costs and funding sources which included local sponsors.

Mn State Statute 465.04 allows cities of the second, third, or fourth class, either operating under a home rule charter or under the laws of this state to receive gifts and donations for the use and benefit of the city and its inhabitants.

ACTION TO BE CONSIDERED:

To approve Resolution 2025-24 accepting the canine grant from the American Kennel Club (AKC) in the amount of \$7,500.

BUDGET IMPLICATION:

The donation will supplement the police department budget in the implementation and support of the St. Francis Police Department Canine Program.

Attachments:

 Resolution 2025-24 accepting the canine grant from the American Kennel Club in the amount \$7,500.00

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

RESOLUTION 2025-24

A RESOLUTION ACCEPTING A CANINE GRANT TO THE CITY OF ST. FRANCIS POLICE DEPARTMENT

WHEREAS, American Kennel Club (AKC) has presented the police department with a canine grant in the amount of \$7,500.00. The funds will be used to support the Police Department's Canine Program.

WHEREAS, Minnesota Statutes §465.02 allows cities of the second, third, or fourth class, either operating under a home rule charter or under the laws of this state to receive gifts and donations for the use and benefit of the city and its inhabitants and the law requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council; and

NOW,THEREFORE, BE IT RESOLVED by the City Council of St. Francis, Anoka County, Minnesota, that the canine grant is hereby accepted for use by the City;

BE IT FURTHER RESOLVED, that the City sincerely thanks American Kennel Club for the canine grant.

ADOPTED BY THE CITY COUNCIL OF	F THE CITY	OF ST.	FRANCIS	THIS 5 th	DAY
OF MAY 2025.					
	APPROVE	D:			

ATTEST:		
	Mark Vogel, Mayor	
Jennifer Wida, City Clerk		



TO: Kate Thunstrom, City Administrator

FROM: Todd Schwieger, Police Chief **SUBJECT:** Winning With Cops Donation

DATE: May 5, 2025

OVERVIEW:

The primary mission of the program Winning with Cops is for the police department to work in partnership with St. Francis Schools to aid developmentally disabled children and adults. This program is helping law enforcement interact with developmentally disabled individuals and foster a positive interaction between the two groups. The Winning with Cops interaction comes through social events, team sports and exercise. Most of these events are funded through monetary donations from local businesses. Most recently a monetary donation of \$750.00 has been donated by CHOPS Pull Tabs who sell pull tabs at local St. Francis establishments including Tasty Pizza Bar and Bowl.

MN State Statute 471.198 authorizes any home rule charter or statutory city to solicit and spend money for any event or purpose that the governing body determines will foster a positive relationship between law enforcement and the community.

ACTION TO BE CONSIDERED:

To approve Resolution 2025-25 accepting donation of \$750.00 from CHOPS Pull Tabs to be utilized for the Winning with Cops program.

BUDGET IMPLICATION:

The donation will supplement the police department budget in supporting the Winning with Cops program.

Attachments:

Resolution 2025-25 accepting a donation to the City of St. Francis Police Department

ST. FRANCIS, MN ANOKA COUNTY

RESOLUTION 2025-25

A RESOLUTION ACCEPTING A DONATION TO THE CITY OF ST. FRANCIS POLICE DEPARTMENT

WHEREAS, CHOPS, Inc has presented the police department with a donation in the amount of \$750.00. The funds will be used to support the Police Department's Winning with Cops Program.

WHEREAS, Minnesota Statutes §471.198 authorizes any home rule charter or statutory city to solicit and spend money for any event or purpose that the governing body determines will foster a positive relationship between law enforcement and the community; and

NOW,THEREFORE, BE IT RESOLVED by the City Council of St. Francis, Anoka County, Minnesota, that the donation is hereby accepted for use by the City;

BE IT FURTHER RESOLVED, that the City sincerely thanks CHOPS, Inc for the donation to the Winning with Cops Program.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th DAY OF MAY 2025.

	APPROVED:	
ATTEST:		
	Mark Vogel, Mayor	
Jennifer Wida, City Clerk		



TO: Kate Thunstrom, City Administrator

FROM: Todd Schwieger, Police Chief

SUBJECT: Canine Program Donation

DATE: May 5, 2025

OVERVIEW:

During the March 24th, 2025, City Council work session police department staff presented the implementation of a canine program. Discussed was the importance and necessity of adding a canine program in St. Francis as well as a timeline, associated costs and funding sources which included local sponsors.

Mn State Statute 465.04 allows cities of the second, third, or fourth class, either operating under a home rule charter or under the laws of this state to receive gifts and donations for the use and benefit of the city and its inhabitants.

ACTION TO BE CONSIDERED:

To approve Resolution 2025-26 accepting the donation of \$10,000 from Kings County Market to utilize for the implementation of the St. Francis Police Department Canine Program. The specific terms of this donation are that they are used for the purchase of the canine through McDonough K-9.

BUDGET IMPLICATION:

The donation will supplement the police department budget in the implementation and support of the St. Francis Police Department Canine Program.

Attachments:

Resolution 2025-26 accepting a donation to the City of St. Francis Police Department

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

RESOLUTION 2025-26

A RESOLUTION ACCEPTING A DONATION TO THE CITY OF ST. FRANCIS POLICE DEPARTMENT

WHEREAS, Kings County Market has presented the police department with a donation in the amount of \$10,000.00. The funds will be used to support the Police Department's Canine Program in purchasing a canine through McDonough K-9.

WHEREAS, Minnesota Statute §465.04 allows cities of the second, third, or fourth class, either operating under a home rule charter or under the laws of this state to receive gifts and donations for the use and benefit of the city and its inhabitants; and

NOW,THEREFORE, BE IT RESOLVED by the City Council of St. Francis, Anoka County, Minnesota, that the donation is hereby accepted for use by the City;

BE IT FURTHER RESOLVED that the City sincerely thanks Kings County Market for the donation to the Police Department's Canine Program.

APPROVED:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th DAY OF MAY 2025.

ATTEST:		
	Mark Vogel, Mayor	
Jennifer Wida, City Clerk		



TO: Mayor and Council

FROM: Jenni Wida, City Clerk

SUBJECT: Application for On-Sale Wine and Strong Beer Liquor License for All Taco, LLC

DATE: May 5, 2025

OVERVIEW:

All Taco, LLC has submitted an application to obtain an On-Sale Wine and Strong Beer Liquor License.

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2025-27 Approving an On-Sale Wine and Strong Beer Liquor License to All Taco, LLC. All Taco, LLC has paid the fees for the license to include Sunday Sales in the total of \$400.00

Attachments:

 Resolution 2025-27 approving an on-sale wine and strong beer liquor license to All Taco, LLC

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

RESOLUTION NO. 2025-27

A RESOLUTION APPROVING AN ON-SALE WINE AND STRONG BEER LIQUOR LICENSE TO ALL TACO, LLC

WHEREAS, All Taco, LLC submitted an application on April 30, 2025 to obtain an On-Sale Wine and Strong Beer Liquor License for All Taco, LLC located at 23212 St. Francis Blvd, Suite 200 St. Francis, MN 55070

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota, that:

- 1. To grant and approve an On-Sale Wine and Strong Beer Liquor License to All Taco, LLC for the premises located at 23212 St. Francis Blvd, Suite 200 St. Francis, MN 55070
- 2. The license is conditioned on the applicant's ongoing compliance with its application that is on file with the City Clerk, including its ongoing operation as a restaurant, and are further subject to all terms and conditions of the City Code Chapter 5 Section 4.

Approved and adopted by the City Council of the City of St. Francis, Minnesota this 5th day of May, 2025.

	Mark Vogel, Mayor	
Jennifer Wida, City Clerk		



TO: Mayor and Council

FROM: Paul Carpenter, Public Works Director

SUBJECT: URRWMO Annual Budget

DATE: May 5, 2025

OVERVIEW:

This item is for the ratification of the 2026 URRWMO annual budget.

ACTION TO BE CONSIDERED:

Council to review and approve the annual budget

Attachments:

- URRWMO Draft 2026 Budget
- URRWMO Mini Report



MEMO

To: URRWMO Cities

From: Jamie Schurbon, Watershed Projects Manager

Date: March 5, 2025

Re: 2026 Draft Budget

The Upper Rum River Watershed Management Organization (URRWMO) board has developed its recommended 2026 budget. It must be ratified by each member community before it becomes final. Please consider ratification before April 28. Notifications can be sent to jamie.schurbon@anokaswcd.org.

The budget includes \$10,000 toward a state-required update of the 10-year URRWMO Watershed Management Plan update in 2027-2028. That task is estimated to cost \$50,000 and the board is working budget the expense over several years. If this is not done, the 2027 and 2028 budgets would be much larger than the normal amounts. If not for the \$10,000 watershed plan expense being including in the 2026 budget, it would be just \$60 more than 2025.



COSTS BY CITY

2026 DRAFT Budget Summary

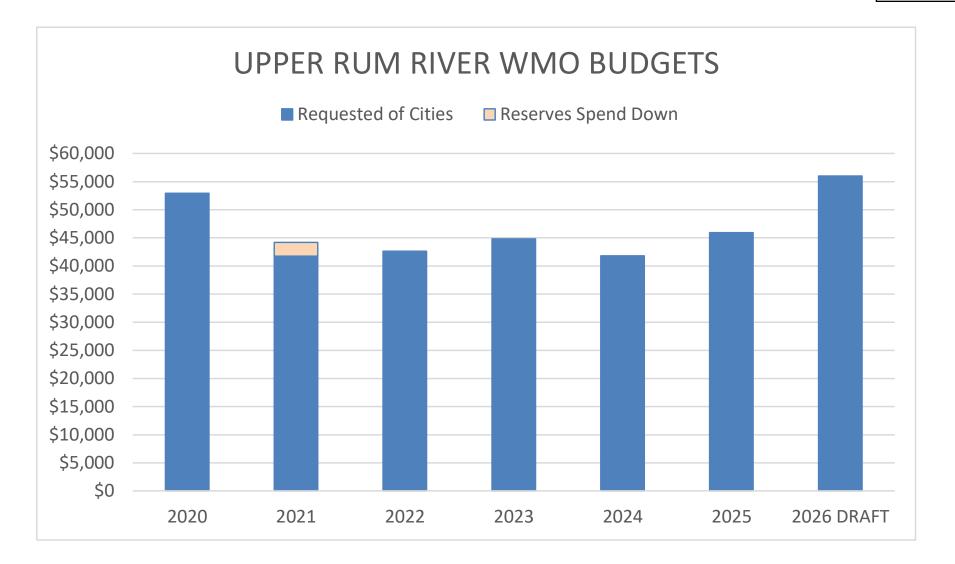
Notes:

Budget was developed 2019-2028 URRWMO Watershed Management Plan.

Community contributions are based on land area and market valuations, per the current Upper Rum River WMO joint powers agreement.

The community contributions were updated with the most recent market valuations in 2021. This update is done every five years.

3/5/2025								
		Bethel	East Bethel	Ham Lake	Nowthen	Oak Grove	St. Francis	TOTAL
	% non-operating cost	1.04%	23.85%	1.68%	22.81%	30.48%	20.14%	100.00%
	% operating costs>	16.67%	16.67%	16.67%	16.67%	16.67%	16.67%	100.00%
Row Labels	Sum of 2026 Budget							
Non-operating	\$42,304.00	\$439.96	\$10,089.50	\$710.71	\$9,649.54	\$12,894.26	\$8,520.03	\$42,304.00
Education and Public Outreach	\$5,019.00	\$52.20	\$1,197.03	\$84.32	\$1,144.83	\$1,529.79	\$1,010.83	\$5,019.00
Non-Operating General	\$12,000.00	\$124.80	\$2,862.00	\$201.60	\$2,737.20	\$3,657.60	\$2,416.80	\$12,000.00
Water Quality Improvement Projects	\$17,395.00	\$180.91	\$4,148.71	\$292.24	\$3,967.80	\$5,302.00	\$3,503.35	\$17,395.00
Water Monitoring	\$7,890.00	\$82.06	\$1,881.77	\$132.55	\$1,799.71	\$2,404.87	\$1,589.05	\$7,890.00
Studies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	\$13,702.00	\$2,283.67	\$2,283.67	\$2,283.67	\$2,283.67	\$2,283.67	\$2,283.67	\$13,702.00
Operating Expenses	\$13,702.00	\$2,283.67	\$2,283.67	\$2,283.67	\$2,283.67	\$2,283.67	\$2,283.67	\$13,702.00
Reserve Spend Down	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$56,006.00	\$2,723.63	\$12,373.17	\$2,994.37	\$11,933.21	\$15,177.93	\$10,803.69	\$56,006.00





2026 DRAFT Budget Detail

Notes:

Budget was developed 2020-2029 SRWMO Watershed Management Plan.

	3/5/2025			
		Sum of 2025 Budget	Sum of 2026 Budget	
1	Non-operating			
2	Education and Public Outreach			
3	Anoka Co Outreach Coordinator Position	\$1,500.00	\$1,500.00	
4	Website operations/maintenance	\$1,030.00	\$1,080.00	
5	Rum River biomonitoring with St. Francis High School	\$0.00	\$1,250.00	
6	URRWMO public education and outreach	\$1,160.00	\$1,189.00	
7				
8	Non-Operating General			
9	Watershed Coordinator - Facilitate Technical Advisory Committee (TAC)	\$1,856.00	\$500.00	
10	Watershed Coordinator - Grant applications	\$1,300.00	\$1,500.00	
11	Watershed Plan Update 2027-2028	\$0.00	\$10,000.00	
12	·			
13	Water Quality Improvement Projects			
14	Projects as detailed in the URRWMO 10-year Plan	\$16,971.00	\$17,395.00	
15				
16	Water Monitoring			
17	Lake Level Monitoring	\$1,440.00	\$1,440.00	
18	Lake Water Quality Monitoring	\$0.00	\$2,700.00	
19	Reference Wetland Hydrology Monitoring	\$3,750.00	\$3,750.00	
20	Stream Water Quality Monitoring	\$2,700.00	\$0.00	
21	Water Monitoring Fund	-\$390.00	\$0.00	
22	•			
23	Studies			
24	Subwatershed Assessment Studies (SWAs) for priority waterbodies	\$2,500.00	\$0.00	
25				
26	Operating			
27	Operating Expenses			
28	Advertise Bids for Pro Services (req'd in odd yrs)	\$0.00	\$0.00	
29	Liability Insurance	\$2,667.00	\$2,734.00	
30	Recording Secretary services	\$1,225.00	\$1,225.00	
31	Watershed Coordinator - Facilitate regular URRWMO mtgs	\$3,711.00	\$3,804.00	
32	Watershed Coordinator - Annual Report to State Auditor	\$742.00	\$761.00	
33	Watershed Coordinator - Annual Report to BWSR	\$1,484.00	\$1,522.00	
34	Watershed Coordinator - Other - see desc.	\$2,300.00	\$3,656.00	
35				
36	Reserve Spend Down			
37	Undesignated Reserve Spend Down	\$0.00	\$0.00	
38				
39	Grand Total	\$45,946.00	\$56,006.00	

INFORMATION FOR CITY COUNCILS

ABOUT THE UPPER RUM RIVER WATERSHED MANAGEMENT



Annual Mini-Report to Cities

MARCH 2025

URRWMO BOARD

City of Bethel

Ryan Seguin
Patrick Sullivan

City of East Bethel

Tim Miller Radja Lohse

City of Ham Lake Brian Kirkham

Jeff Entsminger

City of NowthenDan Breyen (V. Chair)
Vacant

City of Oak GroveJohn West (Chair)
Paul Tradewell (Treas)

City of St. Francis Andrew Wood Sarah Udvig

About the URRWMO

The URRWMO is a joint powers organization including the Cities of St. Francis, Oak Grove, Nowthen, Bethel, and portions of East Bethel. A small corner of Ham Lake also falls within the URRWMO. Contributions from these cities, plus any secured grants, make up the annual budget. The WMO Board is made up of two representatives from each city.

Example Projects





Priorities

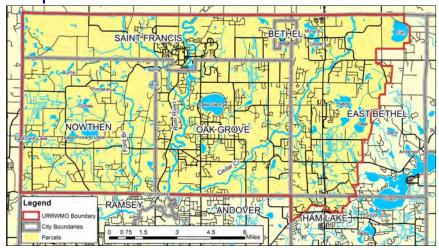
We work to maintain the quality of area lakes, rivers, streams & groundwater across municipal boundaries. Resources of particular importance include the Rum River, Lake George & East Twin Lake. The Rum River is designated as a state Scenic and Recreational Waterway & is near state nutrient limits. Secondarily, we work on Seelye Brook, Ford Brook, & Cedar Creek.

Priorities in our watershed plan:

- Lake George water quality projects, including lakeshore stabilization.
- Rum River water quality projects, including stormwater treatment & riverbank stabilizations.
- Outreach to encourage behavioral changes that benefit water quality.



Map of the URRWMO



Agenda Item # 4H.

2024 Highlights

◆ 221st Ave Riverbank Stabilization (Oak Grove) — 935 ft of severely eroding Rum Riverbank along four properties was stabilized. This was the most severe erosion in the URRWMO. Funding included the Clean Water Fund, Outdoor Heritage Fund, Anoka Co, Upper Rum River WMO, & landowners.





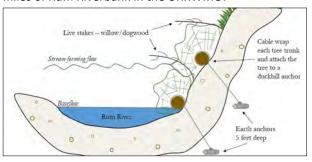
225th Lane Rain Garden (St. Francis) - 2,500 sq ft curb cut rain garden was built on a city outlot to treat runoff that previously discharged untreated to the Rum River. The City of St. Francis will provide maintenance. Funding was from the Clean Water Fund. Video at https://tinyurl.com/592kawvz





2024 Highlights (cor

Rum River Woods Park cedar tree revetments
 (St. Francis) — Fixed 345 ft of minor streambank erosion.
 This inexpensive technique has now been used on 1.2 miles of Rum Riverbank in the URRWMO.



Ford Brook, Pickerel Lake, and East Twin Lake Subwatersheds Study (Nowthen, Oak Grove, St. Francis) — Identified and ranked potential water quality projects by cost effectiveness. Funding was from the Clean Water Fund and URRWMO.

2025 Plans

 Ford Brook Agricultural Practices & Wetland Restoration (Nowthen) — Outreach & incentive grants to landowners to do practices such as cover crops, filter strips, etc. Candidate sites identified in 2024 Ford Brook Study.



Rum River North Co Park Ravine Design (St. Francis) —
 Design the stabilization of a ravine near the Rum River.



 Other—Shoreline stabilizations, enhanced street sweep studies, water monitoring, St. Francis High School biomonitoring, and more.



TO: Kate Thunstrom, City Administrator

FROM: Paul Carpenter, Public Works Director

SUBJECT: Zero Turn Replacement

DATE: May 5, 2025

OVERVIEW:

The zero turn mowers are our main pieces of equipment utilized in the parks for mowing maintenance during the summer months. We have discovered that 5 years is about the useful life of these pieces of equipment before we start performing major repairs on them.

ACTION TO BE CONSIDERED:

Council to authorize the purchase of the new zero turn mower from Bob's Repair in the amount of \$15,119.68 per state bid. The price listed also includes the old mower trade in.

BUDGET IMPLICATION:

There is \$28,000.00 in the Capital Equipment Plan for this routine mower replacement.

Attachments:

· Quote from Bob's Repair

BOB'S REPAIR OF MAYER INC.

6180 HWY 25 MAYER, MN 55360 952-657-2271

MONDAY-FRIDAY 8:00AM - 6:00PM SATURDAY 8:30AM - 12:00PM

NAPA AUTOCARE CENTER ASE CERTIFIED TECHNICIANS

4/18/2025	7:33:50 AM CDT	Repair Order #13461	0		Page:1
CITY	OF ST. FRANCIS			Phone	e: 763-477-2037
Vehicle VIN Fleet #/I			Odometer In	:	
Created	: 4/18/2025 11:47:1	1.0 AM CDT	Odometer Out	1	
Qty Co 1	ode/Tech* Note: 5YEAR 1200 HOUR N 3 YEAR ENGINE WARRANT STATE BID/ GOVERNMENT	Υ	Condition	<u>Unit Price</u> \$26,166.85	Price \$26,166.85
-1		USED HUSTLER 104 TRADE IN 649 HRS		\$12,500.00	(\$12,500.00)
1		FLEX FORKS		\$471.75	\$471.75
1		WING FLEX FORKS		\$490.54	\$490.54
1		KIT WING SUPPORT		\$490.54	\$490.54
<u></u>		Parts	***************************************	***************************************	\$15,119.68
			P.	air Total AYMENT NCE DUE	\$15,119.68 \$0.00 \$15,119.68

Technician Code

Certification #

MDB



TO: Kate Thunstrom, City Administrator

FROM: Dave Schmidt, Fire Chief

SUBJECT: Appointment of Chad Schroeder to the positon of Lieutenant-Training

DATE: May 5, 2025

OVERVIEW:

The fire department was authorized to hire for the position of Training Lieutenant. 2 candidates applied for the position, however only one candidate met the minimum qualifications and interviews were held with a panel of internal evaluators. The interview panel has recommended appointing firefighter Chad Schroeder to the position of Training Lieutenant for the St. Francis Fire Department.

ACTION TO BE CONSIDERED:

Appoint Chad Schroeder as Training Lieutenant for the St. Francis Fire Department, effective May 6, 2025

BUDGET IMPLICATION:

All associated costs to be covered by existing operating budget



TO: Kate Thunstrom, City Administrator

FROM: Dave Schmidt, Fire Chief

SUBJECT: Authorization to Post for the Position of Fire Prevention Captain (Part-time)

DATE: May 5, 2025

OVERVIEW:

With the anticipated resignation of Captain Evan Sturzl, the fire department is requesting to start the process of filling the position of Fire Prevention Captain. The fire department is requesting authorization to post and accept applications to fill the pending open position.

ACTION TO BE CONSIDERED:

Authorize the fire department to post the Fire Prevention Captain position for appointment.

BUDGET IMPLICATION:

Existing Fire Department Budget



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Dave Schmidt, Fire Chief

SUBJECT: Job Description Update- Administrative Captain

DATE: May 5, 2025

OVERVIEW:

As discussed at the Work Session on April 28th, the fire department is requesting to update the job description for the Administrative Captain to reflect the evolution and day to day functions of the position.

ACTION TO BE CONSIDERED:

Approve the updated job description for the Administrative Captain position.

BUDGET IMPLICATION:

None

Attachments:

Job Description

City of ST. FRANCIS

POSITION PROFILE

Effective Date:	January 2024

Position Title: Administrative Captain **Status:** Exempt

Department: Fire Department/Administration Approved:

Accountable to: Fire Chief Deputy Administrator-City Clerk

Primary Objectives

This position serves as a supervisor for firefighters and general administrative and technology support for both the fire department and city hall, under the direction of the Fire Chief and the Deputy Administrator City Clerk. This position is responsible for supervision of personnel, apparatus, and equipment; coordinates fire department activities; provides supervision to firefighters; participates as a member of the management team; participates in Departmental training including instruction; responds to emergency incidents and assumes a leadership role, and carries out the duties of the Fire Chief in his/her absence as assigned.

Supervision Received

Works under the general and/or technical supervision of the Fire Chief and the Deputy Administrator-City Clerk.

Supervision Exercised

Performs varying forms of supervision and work direction for firefighters; as well as firefighters at the scene of an emergency.

ESSENTIAL JOB FUNCTIONS:

- Responds to phone and in-person inquiries; directs calls, takes messages, provides information and assistance or refers to another staff member as appropriate
- Community based communication facilitator for City Hall and the Fire Department.
- Performs administrative support work including: typing letters and memos and council resolutions, scanning, copying, printing, faxing, and retrieving data or documents as needed.
- Responds to emergency incidents and serves in a command or supervisory role at the scene until relieved by a superior officer.
- Responds to all alarms, when necessary, assigned to his/her shift while on duty.
- Responds to emergency calls off duty in accordance with performance requirements when necessary, including high acuity and significant events.
- Assists with the management and administration of his/her assigned personnel, facilities, apparatus

- and equipment as assigned by the Fire Chief.
- Processes burn permits.
- Plans and assigns duties to employees under his/her command.
- Ensures adequate staffing and scheduling in accordance with Department policy and procedures, standard operating guidelines and orders of the Fire Chief.
- Prepares personnel, payroll, and activity reports for the Fire Chief.
- Plans, conducts and documents firefighter training as directed by the Fire Chief-
- Makes recommendations relating to hiring, transfer, suspension, promotion, discharge, assignments, rewards or discipline of subordinates.
- Maintains discipline.
- Establishes effective working relationship with others.
- Attends regular and assigned training as determined by superiors.
- Represents the Fire Department at local meetings, conferences and schools, as assigned.
- Performs other duties, as assigned or apparent, including firefighter duties as outlined in the Firefighter position description.
- Effective and respectful communication and interactions with other employees, supervisors, individuals from other organizations, and citizens.
- Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- Assists Deputy Administrator-City Clerk and Deputy Clerk with elections and acts as an elections iudge.
- Safety Committee representative for City Hall and Fire Department
- Assists in administrative projects from Department Heads at City Hall
- Assists with the City Newsletter

KNOWLEDGE, SKILLS, AND ABILITIES

- > Considerable knowledge of standard office procedures, tools, equipment and practices.
- > Considerable ability to read, understand and follow policies and procedures.
- Considerable ability to operate standard office equipment, including a personal computer with word processing and spreadsheet software.
- ➤ Considerable ability to promote and provide excellent customer service, to communicate effectively and tactfully and to maintain effective working relationships with City staff, contacts from outside agencies and the public.
- Considerable ability to organize and prioritize work
- Considerable ability to prepare or generate accurate reports.
- Working ability to perform work that requires bending, crouching, lifting and carrying of files and pushing/pulling to retrieve documents and sitting to perform data entry for long periods of time.
- Ability to be assertive, but not demanding
- > Train and evaluate firefighters
- > General knowledge of building construction
- Principles of public education
- > Principles of emergency scene management including the MN Incident Management System.
- ➤ Principles, practices, and methods of fire prevention, comprehensive fire suppression, rescue, emergency medical and hazardous material services.
- ➤ Principles of supervision, management and administration including carrying out performance evaluations and scheduling.

- ➤ Pertinent Federal, State and local laws, codes, regulations, and ordinances.
- > St. Francis Fire Department policies and procedures, and the City of St. Francis Emergency Management Procedure.
- > St. Francis Fire department training programs.
- > City personnel policies and procedures.

MINIMUM QUALIFICATIONS

Meets all qualifications of Firefighter. Three (3) years of experience on the St. Francis Fire Department or equivalent experience approved by the Fire Chief. Current Minnesota Fire Service Certification Board. Firefighter II, Current Minnesota EMSRB Certified Emergency Medical Technician. NFPA 472 Haz Mat Operations, Fire Instructor I, Associates Degree in a related field.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Jodie Steffes, Community Development Specialist

SUBJECT: Rental License Approvals

DATE: May 5, 2025

OVERVIEW:

The City created rental codes in 2014 to work with property owners on registration and expectations. In 2019, codes were updated to address a number of issues that Community Development and the Police Department faced when working with rental properties.

As part of the update, Code was changed to create a process in which Council approves, suspends or revokes Rental Licenses.

The tentative timeline of the City rental program will be as follows:

- November, letter to applicable rental properties
- January 15th, rental applications due
- Completed applicants move to Council
- February 1st second letter with late fee to missing applications
- March 16th third letter with late fees to missing applications
- First week of May first citation notice to be sent on missing applications

•

As rental property applications are received, inspections are conducted on select properties. The attached property units with addresses ending in the even numbers have been inspected and are ready for Council approval. The properties to being considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

ACTION TO BE CONSIDERED:

Approval of Rental Licenses for properties:

2751 230 TH LN NW	NAUMANN SARAH
23179 ARROWHEAD ST NW	D'ALMEIDA ANANI
23545 HEATHER ST NW	LAM NICOLE
2795 235 TH AVE NW	REVERING, ANDREW
2823 236 TH CT NW	BURDICK, KATHRYN
23551 DEGARDNER CIR NW	PRO PROPERTIES INC
23559 DEGARDNER CIR N W	PRO PROPERTIES INC
23543 DEGARDNER CIR NW	PRO POPERTIES INC
4103 DEGARDNER CIR NW	TRICON RESIDENTIAL
22853 DAKOTAH ST NW	FABIO BRITTNEY



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Jessica Rieland, Community Development Director

SUBJECT: Site Improvement Performance Agreement for First Baptist Church

DATE: May 5, 2025

OVERVIEW:

On October 7, the City Council passed Resolution 2024-35 approving the site plan for the First Baptist Church expansion project subject to conditions.

The Site Improvement Performance Agreement presented for approval ensures that all development on the site will meet city standards.

ACTION TO BE CONSIDERED:

Move to approve the Site Improvement Performance Agreement for First Baptist Church, subject to attorney approval as to form.

BUDGET IMPLICATION:

None

Attachments:

Site Improvement Performance Agreement for First Baptist Church

SITE IMPROVEMENT PERFORMANCE AGREEMENT

Between the City of St. Francis And First Baptist Church of St. Francis

THIS AGREEMENT, entered into this _____ day of May, 2025, by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation, hereinafter ("City") and First Baptist Church of St. Francis, hereinafter ("Developer").

RECITALS

WHEREAS, the City Council approved the site plan for an expansion of the First Baptist Church on October 7, 2024, subject to conditions; and

WHEREAS, Developer has proposed construction of a church expansion to be constructed on the following described property:

22940 St. Francis Blvd in St. Francis, MN 55070 [PIN 31-34-24-44-0008] listed below; and according to the Site Plan that includes the full legal description in Exhibit A; and

WHEREAS, the Developer is the fee owner the parcel of land described in Exhibit A (the Subject Property) which lot measures approximately 30 acres; and

WHEREAS, the building and improvements on the Subject Property shall be constructed, maintained and operated in accordance with the Site Plan; and

NOW THEREFORE, in consideration of the promises and mutual promises hereinafter contained, it is agreed between the parties as follows:

1. <u>Development Plans</u>. The church expansion shall be developed on the Subject Property in accordance with the site plans as referenced in Exhibit B dated January 8, 2025 and on file and of record at City and herein fully incorporated herein by reference and the conditions stated below (hereinafter the "Development Plans"). If the Development Plans vary from the written terms of this Agreement, the Building Development Plans shall control.

- 2. Right to Proceed. Unless a written exemption is provided by the City to Developer, within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) With the exception of the MnDOT permit which is discussed in Section 3, and which shall be obtained by the Developer as expressly listed below, the Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City's administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.
- 3. MnDOT Permit._Developer shall be solely responsible to obtain any and all necessary permits from the Minnesota Department of Transportation (MnDOT). In the event that MnDOT permitting requires revisions to the grading, drainage and stormwater plans the Developer shall submit all revised plans to the City for review and approval. Developer expressly assumes solely any risk and expense, which Developer may incur as a result of commencing the work permitted by this Agreement prior to final permits being obtained from MnDOT. Further, the Developer fully releases and indemnifies the City for any costs incurred as a result of MnDOT's requirements under this section.
- 4. <u>Private Improvements.</u> The Developer agrees that it shall cause to be constructed and installed certain private improvements ("Private Improvements") on the Subject Property. All Private Improvements are to be installed at Developer's sole cost and expense pursuant to this Agreement and the private improvements to the Subject Property shall include those improvements shown on the Development Plans.

Developer shall construct such Private Improvements in accordance with all applicable building codes, ordinances and City standards and the Development Plans furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits before construction of the Building.

Within thirty (30) days after the completion of Building and before any security is released, the Developer shall supply the City with a complete set of reproducible "as built" plans which shall be provided in electronic file format to the City Engineer. The cost of preparing these plans shall be paid for by the Developer.

- 5. <u>Grading, Landscaping and Drainage</u>. The Developer shall be responsible for grading, landscaping and storm water management on the Subject Property as more fully set forth in this Agreement.
 - a. <u>Landscaping</u>. Developer shall maintain the sod and landscape of boulevard areas adjacent to the Subject Property as shown in the Development Plans through at least one growing season and to the satisfaction of City. The long-term maintenance of sod

and landscaping of boulevard areas shall be the responsibility of Developer. Further, Developer shall be responsible for mowing, elimination of weeds and removal of any garbage or debris on the Subject Property. Developer shall also comply with the approved Landscaping Plan and conditions of the approved Development Plans.

- 7. <u>Improvements.</u> In developing the Property in accordance with the Development Plans, the Developer shall make and pay for the following private improvements (collectively, the "Improvements"):
 - a. lot grading and all temporary and permanent erosion control measures; storm sewer and infiltration basin;
 - b. sanitary sewer service and water service;
 - c. parking lot, including curb and gutter;
 - d. City street patching;
 - e. surveying and staking;
 - f. setting of the lot and block monuments;
 - g. landscaping; and
 - h. parking lot lighting.
- 8. <u>Time of Performance</u>. The Developer shall install all private Improvements for the development by September 1, 2026.
- 9. <u>Easement; Right of Entry.</u> The Developer hereby grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City during the installation of Improvements, or to take any corrective actions deemed necessary by the City. The right of entry hereby conveyed by the Developer to the City shall continue until the City has verified that all private improvements have been constructed in accordance with the approved plans. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.
- 10. <u>Erosion Control</u>. The erosion control plan for the Subject Property within the Development Plans has been reviewed and approved by City and shall be implemented by Developer prior to grading of the Subject Property. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after completion of work in that area. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, City may, with reasonable notice, take action as it deems appropriate in accordance with all applicable laws, ordinances or regulations or according to this Agreement.
 - a. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.

11. Grading Plan.

- a. Grading on the Property shall be in accordance with the approved grading and erosion control Plans and in conformance with the City's specifications. Within thirty (30) days after completion of grading, the Developer shall provide the City with an "as constructed" grading Plan including certification by a registered land surveyor or engineer that all grading has been performed and completed in accordance with the Plans.
- 12. <u>Hours of Construction; Noise and Dust Control</u>. The Developer shall limit grading and construction of Improvements within the Subdivision to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the city engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's control.
- 13. <u>Pre-Construction Activity</u>. Developer shall schedule a pre-construction meeting with City to review the proposed schedule for grading and construction of the building and related improvements as set forth on the Development Plans, and to coordinate the schedule with the City Engineer.

14. Ownership of Improvements.

The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm water Improvements. The Developer shall complete inspections of the Storm water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the underground storm water conveyance system), removal of sediment from the underground storm water conveyance system, and cleaning of storm sewer lines. The Developer acknowledges that the storm water improvements associated with this project includes an infiltration basin. If, at any time, the treatment capacity or storage volume of the infiltration basin diminishes or is significantly reduced, or if the infiltration basin does not infiltrate the stormwater water quality volume (as defined by the Minnesota Pollution Control Agency) within the required timeframe (48 hours) after a rain event, the Developer will reconstruct the infiltration basin as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

15. <u>Permanent Access and Maintenance Easement.</u> The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Stormwater Improvements as set forth in this agreement.

- 16. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.
- 17. <u>Clean Up</u>. Developer shall promptly clean any and all dirt and debris from streets resulting from construction work by Developer, its agents or assigns during the work and construction required by this Agreement.
- 18. Administrative Fee. None.
- 19. <u>Storm Water Fees, and Storm Water Basin</u>. No Storm Water Fees are applicable to the Subject Property. Developer shall manage the storm water on the site in accordance with the Development Plans.
- 20. <u>Sewer Connection Fees</u>. Sanitary sewer connection fees are paid at the time of issuance of a building permit. The sewer connection fees shall be determined at the time that building plans are submitted and reviewed by City.
- 21. <u>Water Connection Fees</u>. Water connection fees are paid at the time of issuance of a building permit. The water connection charges shall be determined at the time that building plans are submitted and reviewed by City.

- 22. <u>Street and Traffic Control Sign Fees.</u> Not applicable. The Developer shall install all internal traffic control signs.
- 23. <u>City Engineering, Engineering Administration, Construction Observation, and Legal Fee</u> Escrow and City Fees.

Developer shall pay escrow for the City's engineering, engineering administration and construction observation services, prior to recording of the Site Plan, in the estimated amount set forth below. City engineering administration will include consultation with Developer and its engineer on status or problems regarding the Project, monitoring during the warranty period, general administration and processing of requests for reduction in security. Fees for this service shall be the actual amount billed for those service. Developer shall pay for construction observation performed by the City Engineer. Construction observation shall include part or full time observation, as determined by the City Engineer, and will be billed at hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, City will notify Developer of anticipated cost overruns for engineering administration and observation services.

The Escrow account shall include estimated escrow for City Engineering, Engineering Administration and Construction Observation limited to the Municipal Improvements, as follows:

ESCROW

City Construction Administration and Observation Escrow: \$5,000.00 (actual billings to be paid)

TOTAL \$5,000.00

These Escrow amounts shall be submitted to City prior to City executing this Agreement and the recording of the Site Plan. Any Escrow amounts not utilized for legal and engineering charges incurred by the City under this Agreement shall be returned to Developer when all improvements have been completed, all financial obligations to City satisfied, and all required "as-built" plans have been received by City.

Engineering, planning and legal fees incurred prior to the execution of this Agreement shall be deducted from escrow already submitted with the site plan application or charged against the escrow herein established.

All other amounts listed as one-time fees are non-refundable and available immediately for City use when posted.

24. <u>Security.</u> To ensure compliance with the terms of this Agreement, Developer shall furnish City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of \$126,000.00 said amount calculated as follows:

Turf Establishment of Disturbed Areas

\$35,650.00

Erosion and Sediment Control

\$22,750.00

Landscaping \$25,600.00

SUBTOTAL \$84,000.00

TOTAL SECURITY (x 150%)

\$126,000.00

The issuer and form of the security (other than cash escrow) shall be subject to City approval, which approval shall not be unreasonably withheld. The security shall be issued by a banking institution in good standing as determined by City and approved by the City Administrator. City shall have the ability to draw on the Security by overnight courier delivery to the bank or branch bank issuing the Letter of Credit.

City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of Developer to inform City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the Project relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), Developer shall immediately provide City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, City may also draw down the security.

City may draw down the security for any violation of the terms of this Agreement (after any reasonable notice to Developer and cure periods). If the security is drawn down, the proceeds shall be used to cure any default. City will, upon making determination of final costs to cure any default, refund to the Developer any monies which City has in its possession which are in excess of the security needed.

Upon receipt of proof satisfactory to City that work has been completed and financial obligations to City have been satisfied, the security will be reduced from time to time down to the amount of warranty security as set forth in Section 28 of this Agreement.

The security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed, all financial obligations to City satisfied (which includes posting of warranty security), and required "as built" plans have been received by City. The intent of this Agreement that City shall have access to sufficient security, either security or warranty security, to complete the Project and insure warranty on all public improvements.

The security amount shall be submitted to City prior to execution of the Agreement.

- 25. <u>Warranty.</u> Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of one (1) year after its completion. The amount of posted security posted by Developer during the warranty period shall be in the amount of \$12,600.00. The amount has been determined by the City Engineer and is based upon 10% of the initial security amount.
- 26. <u>Summary of Cash Requirements.</u> The following is a summary of the cash deposit required of the Developer under this Agreement which must be furnished to the City prior to City executing this Agreement and the recording of the site plan.

Section 26 Escrow (Engineering, City Administration, Legal Expenses)

\$5,000.00

TOTAL CASH REQUIREMENTS

\$5,000.00

- 27. Restrictions. The following restrictions apply to the Subject Property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Subject Property and insuring all conditions imposed by City in this Agreement are properly recorded against the Subject Property. Said conditions shall run with the real property and be binding upon all parties having a right, title or interest in the Subject Property or any part thereof, their heirs, executors, representatives, successors and assigns:
 - a. Developer shall comply with all other terms and conditions of the approved Development Plans.
- 28. <u>Permits</u>. To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:
 - a. City of St. Francis Building Permits
 - b. NPDES Permit from the MPCA
 - c. Plumbing Permit from Minnesota Department of Labor and Industry
 - d. MnDOT Permit from MnDOT
- 29. <u>Developer's Default</u>. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, after written notice thereof and

expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.

- 30. <u>Insurance</u>. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000.00 for each occurrence; limits for property damage shall be no less than \$1,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
- 31. <u>Maintenance of the Property</u>. The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.
- 32. <u>Compliance with Laws and City Approvals</u>. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Site Plan and Development Plans. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.
- 33. <u>Agreement Runs with the Land</u>. This Agreement shall run with the land and shall be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns that the Developer has fee title to all the Property and that there are

- no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
- 34. <u>Indemnification</u>. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Development Plans. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

35. Responsibility for Costs.

- a. Except costs for Developer's Internal Improvements, Developer shall pay all costs incurred by it or City in conjunction with the development the Subject Property and the building, including, but not limited to legal, planning, engineering, and inspection expenses in connection with the development and said Building.
- b. Developer shall reimburse City for costs incurred in the enforcement of this Agreement, including engineering fees, planning fees, attorney's fees, and costs and disbursements.
- c. Developer shall pay in full all bills submitted to it by City for obligations incurred under this Agreement and agreed to be paid by Developer under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, and Developer does not reasonably dispute the payment of amount of such bill City may either reimburse itself from existing Escrow or Security or may halt all Building development work and construction until all bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

36. Miscellaneous.

- a. Third parties shall have no recourse against City under this Agreement.
- b. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- c. This Agreement shall run with the land, shall be recorded against the title to the Subject Property, and shall be binding on all parties having any right, title or interests in the Subject Property or any part thereof, their heirs, successors and assigns.
- d. Each right, power or remedy herein conferred upon City or Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City or Developer, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by City

- or Developer and shall not be a waiver of the right to exercise at anytime thereafter any other right, power or remedy.
- e. Developer shall pay for all local costs related to drainage improvements required to complete the construction of the Site Plan and building according to the Development Plans. Local costs are costs related to required internal drainage improvements such stormwater infrastructure.
- f. Should development of the Subject Property or the building proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to Developer, upon Developer's application, City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
- g. Developer shall demonstrate and maintain compliance with the 1991 Wetland Conservation Act, as applicable.
- h. Developer shall be responsible for all on site drainage for the Subject Property, as well as for any affects their actions may have on adjoining properties.
- 37. <u>Violation of Agreement.</u> If while the escrow or security provided in this Agreement is outstanding, a violation of any of the covenants or agreements herein contained occurs and such violation is not cured within thirty (30) days after written notice thereof from City to Developer, City may draw upon the Developer's escrow or security to cure any violation of the Agreement and to reimburse City for any costs incurred in curing the violation.
- 38. Maintain Public Property Damaged or Cluttered During Construction. Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, street, street sub-base, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of construction activity which takes place during development of the Subject Property by Developer or its contractors, except for damage caused by City, its employees, agents or contractors. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the Developer's construction that takes place on the Subject Property. In the event that Developer is required to maintain or repair such damage and fails to maintain or repair the damaged public property referred to aforesaid within thirty (30) days after written notice from City or such longer period as may reasonably necessary or in the event of an emergency as shorter time period as determined by City, City may, upon notifying Developer undertake making or causing it to be repaired or maintained. When City undertakes such repair, Developer shall reimburse City for all its reasonable expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days, the security shall be responsible for reimbursing City.
- 39. <u>Assignment.</u> The Developer may not assign this Agreement without the written permission of the City, which permission shall not be unreasonably denied or delayed. No assignment

shall be effective unless the assignee assumes in writing all obligations of the Developer under this Agreement and the documents related thereto and evidencing such assumption shall be in a form reasonably acceptable to the City.

- 40. <u>Subordination</u>. This Agreement must be recorded against the Subject Property and all other liens, interests or mortgages shall be subordinate to the terms and conditions this Agreement and said Agreement shall not be subject to foreclosure by any other lien, interest or mortgage.
- 41. <u>Notices</u>. Required notices to Developer shall be either hand delivered to Developer, its employees or agents, or mailed to Developer by registered mail or sent by overnight delivery at the following address:

First Baptist Church of St. Francis 22940 St Francis Blvd St Francis, MN 55070

Notice to City shall be in writing and shall be either hand delivered to or mailed by registered mail or sent by overnight delivery to the following address:

City of St. Francis, Attention: City 3750 Bridge Street NW St. Francis, MN 55070

- 42. <u>Agreement Effect.</u> This Agreement shall be binding and extend to the respective representatives, heirs, successors and assigns of the parties hereto.
- 43. <u>Amendment.</u> This Agreement shall be amended only by addendum executed by both parties to this Agreement.
- 44. <u>Severability</u>. If any portion, section, subsection, sentence or clause of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate any other section of this Agreement.
- 45. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

46. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

REST OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the day and year above first written.

CITY OF ST. FRANCIS

BY:			_	
Mark Vog ITS: Ma (SEAL)				
BY: Jer ITS: Cit	nnifer Wida ty Clerk		-	
STATE OF MINI) ss.			
	oing instrument of the control of th	k Vogel and by	Jennifer Wida, r	this day of espectively the Mayor poration, on behalf of
	nd pursuant to the			
		NOTA	ARY PUBLIC	

	[INSERT]
	BY:
	ITS:
STATE OF)
COUNTY OF) ss.)
	The foregoing instrument was acknowledged before me this day of, 2025, by the of [INSERT] a [INSERT] on behalf of the corporation.
	of [INSERT] a [INSERT] on behalf of the corporation.
	NOTARY PUBLIC

DOCUMENT DRAFTED BY: BARNA, GUZY & STEFFEN, LTD. 400 Northtown Financial Plaza 200 Coon Rapids Boulevard Coon Rapids, MN 55433 (763) 780-8500 (DRS)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY

		XXXXX
		XXXXX
		BY:
		ITS:
STATE OF)	
STATE OF) ss.	
COUNTY OF)	
0001(11.01	,	
The f	oregoing instrument	was acknowledged before me this day of
		the
	of XXX	X, a XXXXX, on behalf of the corporation.
		NOTARY PUBLIC

DOCUMENT DRAFTED BY: BARNA, GUZY & STEFFEN, LTD. 400 Northtown Financial Plaza 200 Coon Rapids Boulevard Coon Rapids, MN 55433 (763) 780-8500 (DRS)

18



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Jessica Rieland, Community Development Director

SUBJECT: Site Improvement Performance Agreement for Rum River Preserve

DATE: May 5, 2025

OVERVIEW:

On November 18, the City Council approved the 2nd reading of Ordinance 336 establishing the Rum River Preserve of St. Francis PUD subject to conditions.

The Site Improvement Performance Agreement presented for approval ensures that all development on the site will meet city standards.

ACTION TO BE CONSIDERED:

Move to approve the Site Improvement Performance Agreement for Rum River Preserve, subject to attorney approval as to form

BUDGET IMPLICATION:

None

Attachments:

Site Improvement Performance Agreement for Rum River Preserve

SITE IMPROVEMENT PERFORMANCE AGREEMENT

Between the City of St. Francis And The Weaver Brothers Company

THIS AGREEMENT, entered into this ____ day of _____, 2025 by and between the CITY OF ST. FRANCIS, a Minnesota municipal corporation ("CITY") and THE WEAVER BROTHERS COMPANY, a Minnesota limited liability company under the laws of the State of Minnesota ("DEVELOPER").

RECITALS

WHEREAS, DEVELOPER has proposed construction of a commercial building to be constructed on the following described property; and

PID 32-34-24-43-0017 according to Exhibit A listed below; and according to the Site Plan that includes the full legal description in the same Exhibit A; and

WHEREAS, DEVELOPER is the fee owner the parcel of land described as PIN 32-34-24-43-0017 (the Subject Property) which lot measures approximately 5.11 acres; and

WHEREAS, the lot is subject to Planned Unit Development (PUD) plans adopted by the City Council on November 4, 2024; and

WHEREAS, the building and improvements on PIN 32-34-24-43-0017 shall be constructed, maintained and operated in accordance with the approved PUD plans; and

NOW THEREFORE, in consideration of the promises and mutual promises hereinafter contained, it is agreed between the parties as follows:

1

1. **Development Plans**. The commercial building shall be developed on the Subject Property in accordance with the Site Development plans as referenced in Exhibit B dated October 25, 2024 and on file and of record at City. (hereinafter the "Development Plans"). If the Development Plans vary from

the written terms of this Agreement, the Building Development Plans shall control.

- 2. **Right to Proceed**. Unless a written exemption is provided by the City to Developer, within the Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Contract has been fully executed by both parties and filed with the City Clerk; 2) the Developer has submitted a title insurance policy to the City establishing that good and marketable title to the Property is in the name of the Developer; 3) Developer has obtained all necessary permits from all federal, state and local governmental entities; 4) Developer has submitted to City the Insurance Binder required herein; and 5) the City's administrator or community development director has issued a letter that conditions 1 through 4 herein have been satisfied and that the Developer shall proceed.
- 3. **Private Improvements**. The Developer agrees that it shall cause to be constructed and installed certain private improvements ("Private Improvements") on the Subject Property. All Private Improvements are to be installed at Developer's sole cost and expense pursuant to this Agreement and the private improvements to the Subject Property shall include those improvements shown on the Development Plans.

Developer shall construct such Private Improvements in accordance with all applicable building codes, ordinances and City standards and the Development Plans furnished to the City and approved by the City Engineer. The Developer shall obtain all necessary permits before construction of the Building. City shall provide adequate field inspection personnel to assure acceptable quality control, which will allow certification of the construction work.

Within thirty (30) days after the completion of Building and before any security is released, the Developer shall supply the City with a complete set of reproducible "as built" plans which shall be provided in electronic AutoCAD files to the City Engineer. The cost of preparing these plans shall be paid for by the Developer.

4. **Easement Agreement Regarding Public Access to Private Property.** The Developer and City acknowledge that a portion of the Development Plans will require public access for turnaround purposes. The Developer hereby approves an easement on and over the Developer's Property for the City for the purposes of turning around equipment subject to the terms of the Easement Agreement executed between the City and the Developer as recorded.

- 5. **Grading, Landscaping and Drainage**. The Developer shall be responsible for grading, landscaping and storm water management on the Subject Property as more fully set forth in this Agreement.
 - A. Landscaping. Developer shall maintain the sod and landscape of boulevard areas adjacent to the Subject Property as shown in the Development Plans through at least one growing season and to the satisfaction of City. The long-term maintenance of sod and landscaping of boulevard areas shall be the responsibility of Developer. Further, Developer shall be responsible for mowing, elimination of weeds and removal of any garbage or debris on the Subject Property.
 - B. Developer shall comply with the approved Landscaping Plan and conditions of the approved Site Development plans.
 - C. Erosion Control. The erosion control plan for the Subject Property within the Development Plans has been reviewed and approved by City and shall be implemented by Developer prior to grading of the Subject Property. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after completion of work in that area. If Developer does not comply with the erosion control plan and schedule or any erosion control requirements, City may, with reasonable notice, take action as it deems appropriate in accordance with all applicable laws, ordinances or regulations or according to this Agreement. The erosion control measures specified in the Plans shall be binding on the Developer and its successors and assigns.
 - D. Grading Plan. Grading of the Subject Property shall be in accordance with the approved Grading Plan as provided in the Development Plans.
- 6. **Hours of Construction; Noise and Dust Control.** The Developer shall limit grading and construction of Improvements within the Subject Property to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. All other construction activities shall take place only during the hours permitted by the City Code. The Developer shall provide dust control to the satisfaction of the City Engineer/staff through all construction within the Property and shall exercise due diligence with regard to the activities of third parties not under the Developer's control.
- 7. **Pre-Construction Activity**. Developer shall schedule a pre-construction meeting with City to review the proposed schedule for grading and construction of the building and related improvements as set forth on the Development Plans, and to coordinate the schedule with the City Engineer.
- 8. **Ownership of Improvements**.
 - A. Sanitary Sewer System.

- a. <u>Initial Construction.</u> The Developer agrees to construct a private internal sanitary sewer system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standard specifications. The City Engineer shall make periodic site visits during construction to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections. The Developer shall also provide "as constructed" plans prior to the City allowing connections to the sanitary sewer system.
- b. Maintenance of the sanitary sewer system. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the sanitary sewer and for observing all applicable laws and regulations. The Developer shall adopt a satisfactory maintenance schedule for inspection and cleaning of the sanitary sewer lines. The Developer shall notify the Public Works Director prior to performing sewer line cleaning or any maintenance activity which has the possibility of dislodging materials within the sanitary sewer. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- c. <u>Permanent Access and Maintenance Easement.</u> The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the sanitary sewer system as set forth in this agreement.
- d. <u>City's Maintenance Rights.</u> The City may maintain the sanitary sewer system, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the sanitary sewer system in accordance with applicable laws and regulations and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the sanitary sewer system within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns,

acknowledges that the maintenance work performed by the City regarding the sanitary sewer system benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the Public Works Director, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

B. Water System.

- a. <u>Initial Construction</u>. The Developer agrees to construct the internal private water system in accordance with the approved Plans and in compliance with all City and State requirements, including the City Engineer's Association of Minnesota (CEAM) standards specifications and the Minnesota Department of Health (MDH) regulations. The City Engineer shall make periodic site visits during construction to ensure the work complies with all applicable specifications and no connections shall be allowed until satisfactory completion of all final tests and inspections. The Developer shall also provide "as constructed" plans prior to the City allowing connections to the water system.
- b. Maintenance of the water system Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the water system and for observing all applicable laws and regulations. The Developer shall annually flush the water system at a date and time as determined by the Public Works Director. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.
- c. <u>Permanent Access and Maintenance Easement.</u> The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the water system as set forth in this agreement.
- d. <u>City's Maintenance Rights.</u> The City may maintain the water system, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the water system in accordance with applicable laws and regulations and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance

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tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the water system within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the water system benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the Public Works Director, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

C. Storm Water Drainage.

- a. <u>Initial Construction</u>. The Developer agrees to construct the private storm water drainage facilities for the project, including the infiltration basins/storm water ponds, underground stormwater treatment chambers and storm water pipes and conveyances, in accordance with the approved Plans and in compliance with all City and stated requirements regarding such Improvements.
- b. Maintenance of the Storm Water Improvements. The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Storm Water Improvements and for observing all drainage laws governing the operation and maintenance of the Storm Water Improvements. The Developer shall complete inspections of the Storm Water Improvements at least once annually and shall keep record of all inspections and maintenance activities, and submit such records to the City upon request. Maintenance activities shall include but will not be limited to: street sweeping (to prevent the sediment from clogging the infiltration basins and underground stormwater treatment chambers), removal of sediment from the storm sewer sumps, cleaning of storm sewer lines, vegetation management within the infiltration basins, and removal of sediment and/or debris from the infiltration basins and underground stormwater treatment chambers. The Developer acknowledges that the storm water improvements associated with this project includes infiltration basins and underground stormwater treatment chambers for storm water

treatment and volume control. If at any time the infiltrating ability of the basin(s) diminishes or is significantly reduced the Developer will reconstruct the infiltration basins as necessary. If at any time the functionality of the underground stormwater treatment chambers diminishes or is significantly reduced the Developer will repair or replace the underground stormwater treatment chambers as necessary. The cost of all inspections and maintenance shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

- c. <u>Permanent Access and Maintenance Easement</u>. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to enter the Property to inspect and maintain the Storm Water Improvements as set forth in this agreement.
- d. City's Maintenance Rights. The City may maintain the Storm Water Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Storm Water Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If Developer does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the property to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Storm Water Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Storm Water Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.
- 9. **Permanent Access and Maintenance Easement**. The Developer or its successors or assigns grants the City, its agents and Contractor(s) the right to

- enter the Property to inspect and maintain the Storm water Improvements as set forth in this agreement.
- 10. **Clean Up**. Developer shall promptly clean any and all dirt and debris from streets resulting from construction work by Developer, its agents or assigns during the work and construction required by this Agreement.
- 11. **Administrative Fee**. Not applicable.
- 12. **Park and Trail Dedication**. Park and Trail dedication requirements for this project are \$2,500.
- 13. **Storm Water Fees, and Storm Water Basin**. No Storm Water Fees are applicable to the Subject Property. Developer shall manage the storm water on the site in accordance with the Development Plans.
- 14. **Sewer Availability Charges**. The Sewer Availability Charges for the Phase 1 of the Subject Property are as follows: 1.45 acres x \$4,150/acre = \$6.017.50.
- 15. **Sewer Connection Fees**. Sanitary sewer connection fees are paid at the time of issuance of a building permit. The sewer connection fees shall be determined at the time that building plans are submitted and reviewed by CITY.
- 16. **Water Availability Charges**. The Water Availability Charges for Phase 1 of the Subject Property are as follows: 1.45 acres x \$2,956/acre = \$4,286.20.
- 17. **Water Connection Fees**. Water connection fees are paid at the time of issuance of a building permit. The water connection charges shall be determined at the time that building plans are submitted and reviewed by CITY.
- 18. **Street and Traffic Control Sign Fees**. Not applicable. The Developer shall install all internal traffic control signs.
- 19. City Engineering, Engineering Administration, Construction Observation, and Legal Fee Escrow and City Fees.

Developer shall pay escrow for the City's engineering, engineering administration and construction observation services of following execution of this agreement, in the estimated amount set forth below. City engineering administration will include consultation with Developer and its engineer on status or problems regarding the Project, monitoring during the warranty period, general administration and processing of requests for reduction in security. Fees for this service shall be the actual amount billed for those service. Developer

shall pay for construction observation performed by the City Engineer. Construction observation shall include part or full time observation, as determined by the City Engineer, and will be billed at hourly rates actually required for said inspection. In the event of prolonged construction or unusual problems, City will notify Developer of anticipated cost overruns for engineering administration and observation services.

The Escrow and Fee account shall include estimated escrow for City Engineering, Engineering Administration and Construction Observation limited to the Municipal Improvements, as follows:

ESCROW

City Construction Administration and Observation Escrow \$15,000.00 (actual billings to be paid)

FEES

Park and Trail Dedication	\$2,500.00
Sewer Availability Charge	\$6,017.50
Water Availability Charge	\$4,286.20

TOTAL \$12,803.70

These Escrow and Fee amounts shall be submitted to City prior to City executing this Agreement. Any Escrow amounts not utilized for legal and engineering charges incurred by the City under this Agreement shall be returned to Developer when all improvements have been completed, all financial obligations to City satisfied, and all required "as-built" plans have been received by City.

Engineering, planning and legal fees incurred prior to the execution of this Agreement shall be deducted from escrow already submitted with the PUD application or charged against the escrow herein established.

All other amounts listed as one-time fees are non-refundable and available immediately for City use when posted.

20. **Security**. To ensure compliance with the terms of this Agreement, and construction of all required Site Improvements, Developer shall furnish City with a cash escrow or Irrevocable Standby Letter of Credit in the amount of \$750,000 said amount calculated as follows:

Site Grading and Erosion Control

\$84,200

Storm Sewer	\$119,000
Sanitary Sewer	\$ 81,500
Watermain	\$57,000
Streets & Trails	\$230,000
Final Landscaping	\$28,300

Total Estimated Costs of Site Improvements \$600,000

TOTAL SECURITY (x 125%) \$750,000

The issuer and form of the security (other than cash escrow) shall be subject to City approval, which approval shall not be unreasonably withheld. The security shall be issued by a banking institution in good standing as determined by City and approved by the City Administrator. City shall have the ability to draw on the Security by overnight courier delivery to the bank or branch bank issuing the Letter of Credit.

City may draw down the security for any violation of the terms of this Agreement, or upon receiving notice of the pending expiration of the security. It shall be the responsibility of Developer to inform City at least thirty (30) days prior to expiration of the security of the impending expiration and the status of the Project relative to the security and this Agreement. If, for whatever reason, the security lapses prior to complete compliance with this Agreement (other than during any warranty period), Developer shall immediately provide City with either an extension of the security or an irrevocable letter of credit of the same amount upon notification of the expiration. If the required improvements are not completed at least thirty (30) days prior to the expiration of the security, City may also draw down the security.

City may draw down the security for any violation of the terms of this Agreement (after any reasonable notice to Developer and cure periods). If the security is drawn down, the proceeds shall be used to cure any default. City will, upon making determination of final costs to cure any default, refund to the Developer any monies which City has in its possession which are in excess of the security needed.

Upon receipt of proof satisfactory to City that work has been completed the security will be reduced from time to time as set forth in this Agreement.

The security shall not be reduced below ten percent (10%) of the posted security until all improvements have been completed and required "as built" plans have been received by City.

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- 21. **Restrictions**. The following restrictions apply to the Subject Property and all lots thereon shall be held, sold, and conveyed subject to the following conditions and restrictions, which are for the purpose of protecting the value and desirability of the Plat and insuring all conditions imposed by City in this Agreement are properly recorded against the Final Plat. Said conditions shall run with the real property and be binding upon all parties having a right, title or interest in the Subject Property or any part thereof, their heirs, executors, representatives, successors and assigns:
 - A. Developer shall comply with all other terms and conditions of the approved PUD plans.
- 22. **Permits**. To the extent required, the Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following:
 - A. City of St. Francis Building Permits
 - B. NPDES Permit from the MPCA
 - C. Anoka County Permit for Work Within Right-of-Way
- 23. **Developer's Default**. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, after written notice thereof and expiration of the cure period, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City (in which event no notice is necessary), is first given notice of the work in default, not less than five (5) days in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part upon the Property to recover the costs thereof. For this purpose, the Developer expressly waives any procedural and substantive objections to the special assessments, if any, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property.
- 24. **Insurance**. The Developer agrees to take out and maintain or cause to be taken out and maintained until immediately after the City accepts the Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Limits for bodily injury and death shall be no less than \$2,000,000.00 for each occurrence; limits for property damage shall be no less than \$1,000,000.00 for each occurrence; or a combination single limit policy of \$2,000,000.00 or more. The City shall be named as an additional insured on the policy. The Developer shall provide the City with an insurance binder evidencing the required coverage prior to the City signing this Agreement. The insurance

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binder shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.

- 25. **Maintenance of the Property**. The Developer shall be responsible for all mowing, controlling weeds and general maintenance within the Property. The Developer shall not leave, deposit or bury any cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish or any other waste materials on the Property. The Developer shall not be required to post a separate escrow to secure this obligation. The City shall provide the Developer with written notice and, except for emergencies, shall allow the Developer thirty (30) days to correct or take such other action as is necessary to perform the required maintenance or removal of waste material within the Property. Nothing herein shall obligate the City to perform maintenance or waste removal work within the Property but the City at its sole discretion, shall have the right to do so.
- 26. Compliance with Laws and City Approvals. The Developer agrees to comply with all laws, ordinances and regulations of Minnesota and the City applicable to the Development Plans. The Developer agrees to complete the Property in compliance with all City approvals. This Agreement shall be construed according to the laws of Minnesota. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits and certificates of occupancy, following the passing of applicable notice of cure provisions.
- 27. **Agreement Runs with the Land**. This Agreement shall run with the land and shall be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns that the Developer has fee title to all the Property and that there are no unrecorded interests against the Property. The Developer hereby agrees to indemnify and hold the City harmless for any breach of the foregoing covenants.
- 28. **Indemnification**. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from approval of the Development Plans. The Developer hereby agrees to indemnify and hold the City and its officials, employees, contractors and agents harmless for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees, except matters involving acts of gross negligence by the City.

29. **Responsibility for Costs**.

A. Except costs for Developer's Internal Improvements, Developer shall pay all costs incurred by it or City in conjunction with the development of the PUD Plans and the building, including, but not limited to legal, planning,

- engineering, and inspection expenses in connection with the development and said Building.
- B. Developer shall hold City and its officers, employees and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Developer's acts or failures to act in connection with development of the Subject Property by Developer. Developer shall indemnify City and its officers, employees and agents for all costs, damages or expenses which City may pay or incur in consequence of such claims, including attorney's fees.
- C. Developer shall reimburse City for costs incurred in the enforcement of this Agreement, including engineering fees, planning fees, attorney's fees, and costs and disbursements. City shall reimburse Developer for costs incurred in the enforcement of this Agreement, including engineering fees, attorney's fees, and costs and disbursements.
- D. Developer shall pay in full all bills submitted to it by City for obligations incurred under this Agreement and agreed to be paid by Developer under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, and Developer does not reasonably dispute the payment of amount of such bill City may either reimburse itself from existing Escrow or Security or may halt all Building development work and construction until all bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of twelve percent (12%) per year.

30. Miscellaneous.

- A. Third parties shall have no recourse against City under this Agreement.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. The action or inaction of City or Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. City's or Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- D. This Agreement shall run with the land, shall be recorded against the title to the Subject Property, and shall be binding on all parties having any right, title or interests in the Subject Property or any part thereof, their heirs, successors and assigns.

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- E. Each right, power or remedy herein conferred upon City or Developer is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City or Developer, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by City or Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- F. Should development of the Subject Property or the building proceed at a pace slower than anticipated, and for that reason, specific terms of this Agreement become onerous or unduly burdensome to Developer, upon Developer's application, City will enter into negotiations regarding those specific terms and shall not unreasonably withhold consent to appropriate changes in the terms of this Agreement.
- G. Developer shall demonstrate and maintain compliance with the 1991 Wetland Conservation Act, as applicable.
- H. Developer shall be responsible for all on site drainage for the Subject Property, as well as for any affects their actions may have on adjoining properties.
- 31. **Violation of Agreement**. If while the escrow or security provided in this Agreement is outstanding, a violation of any of the covenants or agreements herein contained occurs and such violation is not cured within thirty (30) days after written notice thereof from City to Developer, City may draw upon the Developer's escrow or security to cure any violation of the Agreement and to reimburse City for any costs incurred in curing the violation.
- Maintain Public Property Damaged or Cluttered During Construction. 32. Developer agrees to assume full financial responsibility for any damage which may occur to public property including, but not limited to, street, street subbase, base, bituminous surface, curb, utility system including, but not limited to, watermain, sanitary sewer or storm sewer when said damage occurs as a result of construction activity which takes place during development of the Subject Property by Developer or its contractors, except for damage caused by City, its employees, agents or contractors. Developer further agrees to pay all costs required to repair the streets and/or utility systems damaged or cluttered with debris when occurring as a direct or indirect result of the Developer's construction that takes place on the Subject Property. In the event that Developer is required to maintain or repair such damage and fails to maintain or repair the damaged public property referred to aforesaid within thirty (30) days after written notice from City or such longer period as may reasonably necessary or in the event of an emergency as shorter time period as determined by City, City may, upon notifying Developer undertake making or causing it

to be repaired or maintained. When City undertakes such repair, Developer shall reimburse City for all its reasonable expenses within thirty (30) days of its billing to Developer. If Developer fails to pay said bill within thirty (30) days, the security shall be responsible for reimbursing City.

- 33. **Non-Assignment Without Consent**. The obligations of Developer under this Agreement may be assigned by DEVELOPER if the assignment is approved by City. However, Developer shall not be released from its obligations under this Agreement without the express written consent of the City Council through Council resolution.
- 34. **Subordination**. This Agreement must be recorded against the Subject Property and all other liens, interests or mortgages shall be subordinate to the terms and conditions this Agreement and said Agreement shall not be subject to foreclosure by any other lien, interest or mortgage.
- 35. **Notices.** Required notices to Developer shall either be hand delivered to Developer, its employees or agents, or mailed to Developer by registered mail or sent by overnight delivery at the following address:

The Weaver Brothers Company Attn: Jeff Weaver 320 E Main St Anoka, MN 55303

Notice to City shall be in writing and shall be either hand delivered to or mailed by registered mail or sent by overnight delivery to the following address:

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

- 36. **Agreement Effect.** This Agreement shall be binding and extend to the respective representatives, heirs, successors and assigns of the parties hereto.
- 37. **Amendment.** This Agreement shall be amended only by addendum executed by both parties to this Agreement.

Remainder Intentionally Left Blank

Signature Pages to Follow

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IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the day and year above first written.

CITY OF ST. FRANCIS

	BY:
	Mark Vogel
	ITS: Mayor
(SEAL)	
	DV.
	BY: Jennifer Wida
	ITS: City Clerk
	115. City Clerk
STATE OF MINNESOTA)	
) ss.	
COUNTY OF ANOKA)	
<u> </u>	s acknowledged before me this day of
_	ogel and by Jennifer Wida, respectively the Mayor
•	is, a Minnesota municipal corporation, on behalf of
the corporation and pursuant to the aut	nority granted by its City Council.
	NOTARY PUBLIC

DOCUMENT DRAFTED BY: BARNA, GUZY & STEFFEN, LTD. 400 Northtown Financial Plaza 200 Coon Rapids Boulevard Coon Rapids, MN 55433 (763) 780-8500 (DRS)

THE WEAVER BROTHERS COMPANY

		BY: Jeff Weaver
		ITS: President and Chief Executive Officer
STATE OF)	
) ss.	
COUNTY OF)	
The foregoing	instrument was	acknowledged before me this day of
, 202	25, by Jeff Weave	or the President and CEO of The Weaver Brothers
Company Pointe, on bel	nalf of said compa	any.
		NOTA DV DUDI IC
		NOTARY PURLIC

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EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DEVELOPMENT PLANS FOR THE SUBJECT PROPERTY

Site Improvement Plans for The Weaver Brothers Company



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Jenni Wida, Deputy Administrator-City Clerk

SUBJECT: TNT Fireworks – Sale of Consumer Fireworks License

DATE: May 5, 2025

OVERVIEW:

TNT Fireworks submitted an application and payment for the sale of a consumer fireworks license. They have received permission from Kings County Market to set up a tent in their parking lot. They will be located next to Plant Place. Their sale will take place from June 20, 2025, through July 10, 2025. Sale hours will be 10:00 am – 10:00 pm.

ACTION TO BE CONSIDERED:

Approve the license application for TNT Fireworks.



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Darcy Mulvihill, Finance Director

Danielle Robertson, Accounting Clerk

SUBJECT: Payment of Claims

DATE: May 05, 2025

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$144,373.47 plus any additional bills that are handed out at council meeting.

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:

05-05-2025 Packet List-\$144,373.47

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref # Vendor Invoice Date Due Date **Invoice Amount Amount Due Status** Posted Description **Entered By** Post Date **Inventory GL** Distribution Units Quantity Unit Price Vendor 3811 - ANOKA COUNTY TREASURY B250414P 00040248 ANOKA COUNTY TREASURY 04/15/2025 225.00 225.00 Open Ν APRIL 2025 CAC FIBER 05/05/2025 DROBERTSON 101-42110-40321 37.50 1.00 37.50 **TELEPHONE** 101-42210-40321 **TELEPHONE** 37.50 1.00 37.50 101-43100-40321 37.50 1.00 37.50 **TELEPHONE** 101-45200-40321 37.50 1.00 37.50 **TELEPHONE** 601-49440-40321 **TELEPHONE** 37.50 1.00 37.50 602-49490-40321 **TELEPHONE** 37.50 1.00 37.50 Total Vendor 3811 - ANOKA COUNTY TREASURY 225.00 225.00 Vendor 2591 - ASPEN MILLS 353136 00040315 04/25/2025 334.50 334.50 ASPEN MILLS Open Ν UNIFORM - HENNES DROBERTSON 05/05/2025 101-42210-40437 334.50 1.00 334.50 UNIFORMS 353317 00040333 04/29/2025 619.05 619.05 Open ASPEN MILLS Ν UNIFORM - HEARN DROBERTSON 05/05/2025 101-42110-40437 619.05 1.00 619.05 UNIFORMS Total Vendor 2591 - ASPEN MILLS 953.55 953.55 Vendor 53 - BELLBOY CORPORATION BAR SUPPLY 0207468700 00040250 BELLBOY CORPORATION BAR SUPPLY 04/22/2025 963.45 963.45 Open Ν 04/22/2025 LIQUOR **CBUSKEY** 609-49751-40206 FREIGHT 21.45 1.00 21.45 609-49751-40251 942.00 1.00 942.00 LIQUOR 0109718200 00040251 BELLBOY CORPORATION BAR SUPPLY 04/22/2025 185.34 185.34 Open Ν **OPERATING** 04/22/2025 **CBUSKEY** 609-49751-40206 6.84 1.00 6.84 FREIGHT 609-49750-40210 **OPERATING SUPPLIES** 178.50 1.00 178.50 Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY 1,148.79 1,148.79

Vendor 7244 - BREAKTHRU BEVERAGE

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EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

	er	Tryoice Date - Due Date	Invoice Amount	Amount Duo	Status	Postod .
Inv Ref #	Vendor Description	Invoice Date Due Date Entered By	Invoice Amount	Amount Due		Posted Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price
Vendor 7244 121144127	- BREAKTHRU BEVERAGE					
00040290	BREAKTHRU BEVERAGE LIQUOR	04/25/2025 CBUSKEY	347.09	347.09	Open	N 04/25/2025
	609-49751-40206 609-49751-40251	FREIGHT LIQUOR	1.80 345.29		1.00 1.00	1.80 345.29
Total Vendor	7244 - BREAKTHRU BEVERAGE					
			347.09	347.09		
Vendor 9051 43774	- C. EMERY NELSON, INC					
00040310	C. EMERY NELSON, INC PREWRAP AND OIL	04/25/2025 DROBERTSON	953.53	953.53	Open	N 05/05/2025
	602-49490-40401	BUILDINGS MAINTENANCE	953.53		1.00	953.53
	0051					
Total Vendor	9051 - C. EMERY NELSON, INC		953.53	953.53		
Vondon 7770	CARTTOL REVERACE CALES : 2					
vendor ///9 3126759	- CAPITOL BEVERAGE SALES, L.P					
00040314	CAPITOL BEVERAGE SALES, L.P	04/29/2025	725.00	725.00	Open	N
	THC/BEER/LIQUOR	CBUSKEY	60.00		1 00	04/29/2025
	609-49751-40252 609-49751-40257	BEER THC	60.00 150.00		$\frac{1.00}{1.00}$	60.00 150.00
	609-49751-40251	LIQUOR	515.00		1.00	515.00
	7770					
iotal vendor	7779 - CAPITOL BEVERAGE SALES,	L.P	725 00	725.00		
			725.00	723.00		
Vendor EMP-R .04282025	EIMB - CARL JOHNSON					
00040307	CARL JOHNSON	04/19/2025	31.97	31.97	Open	N 05 (05 (2025
	SUPPLIES 101-42210-40221	DROBERTSON VEHICLE MAINTENANCE	31.97		1.00	05/05/2025 31.97
Total Vendor	EMP-REIMB - CARL JOHNSON					
			31.97	31.97		
Vendor MISC 04/28/2025	- CLARKIN, MICHAEL S					
00040302	CLARKIN, MICHAEL S	04/28/2025 05/05/2025	10.00	10.00	Open	N
	REFUND OVERPAYMENT 2024 STORM 603-00000-37400	WATER DMULVIHILL STORM WATER FEES	10.00		1.00	05/05/2025 10.00
		JUNE WALER FEED				

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

Invoice Numb	per					
Inv Ref # Inventory	Vendor Description	Description Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
	GL Distribution	•		Units	Quantity	Unit Price
	- CLARKIN, MICHAEL S r MISC - CLARKIN, MICHAEL S					
			10.00	10.00		
Vendor MISC 04/28/2025	- COLLINS, EARL JAMES					
00040299	COLLINS, EARL JAMES OVERPAYMENT 2024 STORMWATER	04/28/2025 05/05/2025 DMULVIHILL	10.00	10.00	Open	N 05/05/2025
	603-00000-37400	STORM WATER FEES	10.00		1.00	10.00
Total Vendo	MISC - COLLINS, EARL JAMES					
			10.00	10.00		
Vendor 10769 M3578	9 - CONCRETE BLOCK SUPPLY					
00040305	CONCRETE BLOCK SUPPLY V-WEDGES	04/22/2025 DROBERTSON	8,120.00	8,120.00	Open	N 05/05/2025
	101-43210-40439	RECYCLING DAYS	8,120.00		1.00	8,120.00
Total Vendo	r 10769 - CONCRETE BLOCK SUPPLY					
			8,120.00	8,120.00		
Vendor 4854 02-501133	- CRYSTAL SPRINGS ICE					
00040292	CRYSTAL SPRINGS ICE MISC	04/25/2025 CBUSKEY	100.80	100.80	Open	N 04/25/2025
	609-49751-40206	FREIGHT	4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE	96.80		1.00	96.80
Total Vendo	~ 4854 - CRYSTAL SPRINGS ICE					
			100.80	100.80		
Vendor 91 - 2452255	DAHLHEIMER DIST. CO. INC					
00040271	DAHLHEIMER DIST. CO. INC BEER	04/23/2025 CBUSKEY	(49.20)	(49.20)	Open	N 04/23/2025
	609-49751-40252	BEER	(49.20)		1.00	(49.20)

INVOICE REGISTER FOR CITY OF ST. FRANCIS EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

Inv Ref #	Vendor Description	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price
Vendor 91 - I 2452171	DAHLHEIMER DIST. CO. INC					
00040272	DAHLHEIMER DIST. CO. INC BEER/NA/THC/MISC 609-49751-40252 609-49751-40255 609-49751-40254 609-49751-40257	04/23/2025 CBUSKEY BEER N/A PRODUCTS MISCELLANEOUS MERCHANDISE THC	15,406.55 14,376.25 28.80 451.50 550.00	15,406.55	1.00 1.00 1.00 1.00	N 04/23/2025 14,376.25 28.80 451.50 550.00
2457689						
00040330	DAHLHEIMER DIST. CO. INC BEER/NA 609-49751-40255	04/30/2025 CBUSKEY N/A PRODUCTS	18,167.95 123.60	18,167.95	Open 1.00	N 04/30/2025 123.60
	609-49751-40252	BEER	18,044.35		1.00	18,044.35
Total Vendor	91 - DAHLHEIMER DIST. CO. INC					
			33,525.30	33,525.30		
Vendor 10763 1528	- DIAMOND Z IMPRINTS					
00040325	DIAMOND Z IMPRINTS EMERGENCY WINDOW DECALS	04/29/2025 DROBERTSON	253.01	253.01	•	N 05/05/2025
	101-42110-40200	OFFICE SUPPLIES	253.01		1.00	253.01
Total Vendor	10763 - DIAMOND Z IMPRINTS					
			253.01	253.01		
Vendor 4673	- FEDERATED COOP					
00040265	FEDERATED COOP FERTILIZER	04/22/2025 JSHOOK	600.36	600.36	Open	N 05/05/2025
	101-45200-40419	TURF/FERTILIZER/WEED CONTROL	600.36		1.00	600.36
Total Vendor	4673 - FEDERATED COOP					
			600.36	600.36		
Vendor 5429 - 200616	- FIRE SAFETY USA, INC					
00040308	FIRE SAFETY USA, INC FIRE CAP PLUS	04/24/2025 DROBERTSON	294.00	294.00	Open	N 05/05/2025
	103-42110-40237	SMALL EQUIPMENT	294.00		1.00	294.00
Total Vendor	5429 - FIRE SAFETY USA, INC					
			294.00	294.00		

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4Q.

Inv Ref #	Vendor	Invoice Date Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	Description GL Distribution	Entered By		Units	Quantity	Post Date Unit Price
Vendor 10659 ORD-16429	- GLOBAL RESERVE DISTRIBUTION					
00040287	GLOBAL RESERVE DISTRIBUTION LOONER & EDWINS	04/24/2025 DROBERTSON	948.30	948.30	Open	N 05/05/2025
	609-49751-40257	THC	948.30		1.00	948.30
Total Vendor	· 10659 - GLOBAL RESERVE DISTRIBUT	TION				
			948.30	948.30		
Vendor 4691 451342	- GRANITE CITY JOBBING CO					
00040240	GRANITE CITY JOBBING CO TOBACCO/MISC	04/22/2025 CBUSKEY	2,586.23	2,586.23	Open	N 04/22/2025
	609-49751-40206	FREIGHT	10.00		1.00	10.00
	609-49751-40254 609-49751-40256	MISCELLANEOUS MERCHANDISE TOBACCO PRODUCTS	210.76 2,365.47		$1.00 \\ 1.00$	210.76 2,365.47
Total Vendor	1691 - CDANITE CITY JORRING CO					
Total Vendor	· 4691 - GRANITE CITY JOBBING CO		2,586.23	2,586.23		
Vendor 1145	- HACH COMPANY		2,586.23	2,586.23		
		04/24/2025	2,586.23	2,586.23	Open	N
Vendor 1145 14471260	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST	DROBERTSON	249.88	<u> </u>	•	05/05/2025
Vendor 1145 14471260	- HACH COMPANY HACH COMPANY			<u> </u>	Open 1.00	
Vendor 1145 14471260 00040286 14476007	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235	DROBERTSON LAB SUPPLIES	249.88 249.88	249.88	1.00	05/05/2025 249.88
Vendor 1145 14471260 00040286	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY	DROBERTSON LAB SUPPLIES 04/29/2025	249.88	<u> </u>	1.00	05/05/2025 249.88 N
Vendor 1145 14471260 00040286 14476007 00040327	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235	DROBERTSON LAB SUPPLIES	249.88 249.88	249.88	1.00	05/05/2025 249.88
Vendor 1145 14471260 00040286 14476007 00040327	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY DR3800 METER	DROBERTSON LAB SUPPLIES 04/29/2025	249.88 249.88	249.88	1.00	05/05/2025 249.88 N
Vendor 1145 14471260 00040286 14476007 00040327 Total Vendor	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY DR3800 METER	DROBERTSON LAB SUPPLIES 04/29/2025	249.88 249.88 711.00	249.88 711.00	1.00	05/05/2025 249.88 N
Vendor 1145 14471260 00040286 14476007 00040327 Total Vendor Vendor 10476	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY DR3800 METER 1145 - HACH COMPANY O - IUOE LOCAL #49 IUOE LOCAL #49	DROBERTSON LAB SUPPLIES 04/29/2025 DROBERTSON 04/23/2025	249.88 249.88 711.00	249.88 711.00	1.00	05/05/2025 249.88 N 05/05/2025
Vendor 1145 14471260 00040286 14476007 00040327 Total Vendor Vendor 10476 .04232025	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY DR3800 METER 1145 - HACH COMPANY O - IUOE LOCAL #49 IUOE LOCAL #49 PW UNION DUES MAY 2025	DROBERTSON LAB SUPPLIES 04/29/2025 DROBERTSON 04/23/2025 DROBERTSON	249.88 249.88 711.00 960.88	249.88 711.00 960.88	1.00 Open	05/05/2025 249.88 N 05/05/2025
Vendor 1145 14471260 00040286 14476007 00040327 Total Vendor Vendor 10476 .04232025	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY DR3800 METER 1145 - HACH COMPANY O - IUOE LOCAL #49 IUOE LOCAL #49	DROBERTSON LAB SUPPLIES 04/29/2025 DROBERTSON 04/23/2025	249.88 249.88 711.00	249.88 711.00 960.88	1.00 Open	05/05/2025 249.88 N 05/05/2025
Vendor 1145 14471260 00040286 14476007 00040327 Total Vendor Vendor 10476 .04232025 00040260	- HACH COMPANY HACH COMPANY FILTER AND FLUORIDE VIAL TEST 602-49490-40235 HACH COMPANY DR3800 METER 1145 - HACH COMPANY O - IUOE LOCAL #49 IUOE LOCAL #49 PW UNION DUES MAY 2025	DROBERTSON LAB SUPPLIES 04/29/2025 DROBERTSON 04/23/2025 DROBERTSON	249.88 249.88 711.00 960.88	249.88 711.00 960.88	1.00 Open	05/05/2025 249.88 N 05/05/2025

Vendor 154 - JOHNSON BROTHERS

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref # Vendor Invoice Date Due Date **Invoice Amount** Amount Due Status Posted Description **Entered By** Post Date **Inventory GL** Distribution Units Quantity Unit Price Vendor 154 - JOHNSON BROTHERS 2775163 00040282 JOHNSON BROTHERS 04/24/2025 5.46 5.46 Open Ν 04/24/2025 MISC **CBUSKEY** 609-49751-40206 5.46 1.00 5.46 FREIGHT 2775162 00040283 04/24/2025 279.28 279.28 Open JOHNSON BROTHERS Ν 04/24/2025 WINE **CBUSKEY** 609-49751-40206 1.00 FREIGHT 7.28 7.28 609-49751-40253 272.00 1.00 272.00 WINE 2775161 00040284 JOHNSON BROTHERS 04/24/2025 6,147.72 6,147.72 Open Ν 04/24/2025 LIQUOR **CBUSKEY** 609-49751-40206 FREIGHT 97.83 1.00 97.83 6,049.89 1.00 609-49751-40251 6,049.89 LIQUOR Total Vendor 154 - JOHNSON BROTHERS 6.432.46 6.432.46 Vendor EMP-REIMB - KATE THUNSTROM .04222025 00040253 04/19/2025 20.99 20.99 KATE THUNSTROM Open Ν 05/05/2025 COFFEE FOR MAYOR MEETING **DMULVIHILL** 101-41110-40441 **MISCELLANEOUS** 20.99 1.00 20.99 Total Vendor EMP-REIMB - KATE THUNSTROM 20.99 20.99 Vendor 3135 - LAW ENFORCEMENT LABOR SVCS. .04232025 00040258 LAW ENFORCEMENT LABOR SVCS. 04/23/2025 657.00 657.00 Open Ν 05/05/2025 POLICE DUES MAY 2025 DROBERTSON 101-00000-21707 UNION DUES 657.00 1.00 657.00 .04232025-S 00040259 LAW ENFORCEMENT LABOR SVCS. 04/23/2025 73.00 73.00 Open Ν 05/05/2025 SERGEANTS DUES MAY 2025 DROBERTSON 101-00000-21707 UNTON DUES 73.00 1.00 73.00 Total Vendor 3135 - LAW ENFORCEMENT LABOR SVCS. 730.00 730.00

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INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

Invoice Numb		_	_			_
Inv Ref #	Vendor Description	Invoice Date Due Date Entered By	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price
Vendor 202 - 802572	MCDONALD DIST CO					
00040246	MCDONALD DIST CO	04/22/2025	(162.50)	(162.50)	Open	N
	BEER	CBUSKEY				04/22/2025
	609-49751-40252	BEER	(162.50)		1.00	(162.50)
302828						
00040247	MCDONALD DIST CO	04/22/2025	11,418.80	11,418.80	Open	N
	BEER/THC/NA	CBUSKEY				04/22/2025
	609-49751-40255	NA	107.00		1.00	107.00
	609-49751-40257	THC	198.00		1.00	198.00
	609-49751-40252	BEER	11,113.80		1.00	11,113.80
804120						
00040316	MCDONALD DIST CO	04/29/2025	(14.93)	(14.93)	Open	N
	LIQUOR	CBUSKEY				04/29/2025
	609-49751-40251	LIQUOR	(14.93)		1.00	(14.93)
804118						
00040317	MCDONALD DIST CO	04/29/2025	(117.00)	(117.00)	Open	N
	BEER	CBUSKEY	, ,	, , ,	•	04/29/2025
	609-49751-40252	BEER	(117.00)		1.00	(117.00)
303921						
00040318	MCDONALD DIST CO	04/29/2025	10,255.20	10,255.20	Open	N
	BEER	CBUSKEY			-	04/29/2025
	609-49751-40252	BEER	10,255.20		1.00	10,255.20
Total Vendor	202 - MCDONALD DIST CO					
			21,379.57	21,379.57		
 √endor 176 -	MED-COMPASS, INC					
46787	·					
00040285	MED-COMPASS, INC	01/02/2025	110.00	110.00	Open	N
		AND RESP MED CLE DROBERTSON				05/05/2025
	101-42210-40305	MEDICAL FEES	110.00		1.00	110.00
otal Vendor	176 - MED-COMPASS, INC					
			110.00	110.00		

Vendor 10337 - METRO-INET

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

Inv Ref #	Vendor	Invoice Date Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	Description GL Distribution	Entered By		Units	Quantity	Post Date Unit Price
/endor 10337	- METRO-INET					
00040266	METRO-INET	04/14/2025	231.00	231.00	Open	N
	VPN LICENSE-GULBRANDSON	DMULVIHILL			•	05/05/2025
	101-43100-40200	OFFICE SUPPLIES	57.75		1.00	57.75
	101-45200-40200	OFFICE SUPPLIES	57.75		1.00	57.75
	601-49440-40200	OFFICE SUPPLIES	57.75		1.00	57.75
	602-49490-40200	OFFICE SUPPLIES	57.75		1.00	57.75
2647						
00040267	METRO-INET	04/14/2025	85.00	85.00	Open	N
	ADOBE-PFEIFER	DMULVIHILL				05/05/2025
	101-41110-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-41400-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-41910-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-42110-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-42210-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-42400-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-43100-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-45200-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	601-49440-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	602-49490-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	609-49750-40310	COMPUTER CONSULTING FEES	85.00		1.00	85.00
2645						
00040268	METRO-INET	04/14/2025	596.26	596.26	Open	N
	UPS SYSTEM-CITY HALL	DMULVIHILL				05/05/2025
	101-41110-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-41400-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	402-41400-40560	COMPUTERS	596.26		1.00	596.26
	101-42110-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-42210-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-42400-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-43100-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	101-45200-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	601-49440-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	602-49490-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
	609-49750-40310	COMPUTER CONSULTING FEES	0.00		1.00	0.00
Total Vendor	10337 - METRO-INET					
			912.26	912.26		
	- MID AMERICA METER, LLC					
256483 00040326	MID AMERICA METER, LLC	04/30/2025	3,252.33	3,252.33	Open	N
	NEW METER	DROBERTSON	-,	- ,	1	05/05/2025

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref # Vendor Invoice Date Due Date **Invoice Amount Amount Due Status** Posted Description **Entered By** Post Date **GL** Distribution Units **Inventory** Quantity Unit Price Vendor 10767 - MID AMERICA METER, LLC 3,252.33 3,252.33 Vendor MISC - MILTON CARL 04/28/2025 00040303 MILTON CARL 04/28/2025 05/05/2025 10.00 10.00 Open Ν REFUND OVERPAYMENT 2024 STORMWATER **DMULVIHILL** 05/05/2025 603-00000-37400 STORM WATER FEES 10.00 1.00 10.00 Total Vendor MISC - MILTON CARL 10.00 10.00 Vendor 8990 - MORRELL & MORRELL LP 100081 00040241 04/11/2025 MORRELL & MORRELL LP 4.659.50 4.659.50 Open Ν CLASS 5 05/05/2025 **JSHOOK** 405-43100-40441 4,659.50 1.00 4,659.50 **MISCELLANEOUS** 100189 00040242 3.695.54 MORRELL & MORRELL LP 04/14/2025 3.695.54 Open Ν 05/05/2025 CLASS 5 **JSHOOK** 405-43100-40441 3,695.54 1.00 3,695.54 **MISCELLANEOUS** 100277 00040243 04/15/2025 MORRELL & MORRELL LP 4.184.92 4.184.92 Open Ν CLASS 5 05/05/2025 **JSHOOK** 405-43100-40441 4,184.92 1.00 4,184.92 **MISCELLANEOUS** 100318 00040244 MORRELL & MORRELL LP 04/17/2025 4.178.83 4.178.83 Open Ν CLASS 5 05/05/2025 **JSHOOK** 405-43100-40441 4,178.83 1.00 4,178.83 **MISCELLANEOUS** 100386 00040245 MORRELL & MORRELL LP 04/21/2025 4.204.71 4.204.71 Open Ν CLASS 5 05/05/2025 **JSHOOK** 405-43100-40441 **MISCELLANEOUS** 4.204.71 1.00 4,204.71 Total Vendor 8990 - MORRELL & MORRELL LP

20,923.50

20,923.50

Vendor MISC - NICHOLS, JESSICA J

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EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref # Vendor Invoice Date Due Date **Invoice Amount** Amount Due Status Posted Description **Entered By** Post Date **Inventory GL** Distribution Units Quantity Unit Price Vendor MISC - NICHOLS, JESSICA J 04/28/2025 00040297 NICHOLS, JESSICA J 04/28/2025 05/05/2025 10.00 10.00 Open Ν 05/05/2025 STORM WATER OVERPAYMENT-2024 **DMULVIHILL** 10.00 603-00000-37400 1.00 10.00 STORM WATER FEES Total Vendor MISC - NICHOLS, JESSICA J 10.00 10.00 Vendor 3753 - PAUSTIS WINE COMPANY 263705 00040249 288.00 PAUSTIS WINE COMPANY 04/22/2025 288.00 Open Ν 04/22/2025 WINE **CBUSKEY** 609-49751-40206 FREIGHT 8.00 1.00 8.00 609-49751-40253 WINE 280.00 1.00 280.00 Total Vendor 3753 - PAUSTIS WINE COMPANY 288.00 288.00 Vendor 214 - PHILLIPS WINE & SPIRITS CO 6965835 00040279 119.76 PHILLIPS WINE & SPIRITS CO 04/24/2025 119.76 Open Ν MISC **CBUSKEY** 04/24/2025 6.96 1.00 6.96 609-49751-40206 FREIGHT 609-49751-40254 MISCELLANEOUS MERCHANDISE 112.80 1.00 112.80 6965834 00040280 PHILLIPS WINE & SPIRITS CO 04/24/2025 1,650.58 1,650.58 Open Ν 04/24/2025 WINE **CBUSKEY** 609-49751-40206 FREIGHT 80.08 1.00 80.08 609-49751-40253 1,570.50 WINE 1.00 1,570.50 6965833 00040281 PHILLIPS WINE & SPIRITS CO 04/24/2025 8,583.64 8,583.64 Open Ν LIOUOR 04/24/2025 **CBUSKEY** 609-49751-40206 150.14 1.00 150.14 FREIGHT 609-49751-40251 8,433.50 1.00 8,433.50 LIQUOR Total Vendor 214 - PHILLIPS WINE & SPIRITS CO

10,353.98

10,353.98

Vendor 10014 - RED BULL DISTRIBUTION CO INC.

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INVOICE REGISTER FOR CITY OF ST. FRANCIS EXP CHECK RUN DATES 05/06/2025 - 05/06/2025

	POSTED	AND UN	POSTED	
OPEN	 CHECK 	TYPE:	PAPER	CHECK

Inv Ref #	second and	Tovoico Poto Puo Poto	Invoice Amount		Status	Posted
	Vendor Description	Invoice Date Due Date Entered By	Invoice Amount	Amount Due		Posted Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price
endor 10014 025221020	- RED BULL DISTRIBUTION CO INC.					
00040288	RED BULL DISTRIBUTION CO INC.	04/25/2025	(84.00)	(84.00)	Open	N 04 (25 (2025
	MISC 609-49751-40254	CBUSKEY MISCELLANEOUS MERCHANDISE	(84.00)		1.00	04/25/2025 (84.00)
025221018						
00040289	RED BULL DISTRIBUTION CO INC. MISC	04/25/2025	470.80	470.80	Open	N 04/25/2025
	609-49751-40254	CBUSKEY MISCELLANEOUS MERCHANDISE	470.80		1.00	470.80
otal Vendor	10014 - RED BULL DISTRIBUTION CO	INC.				
			386.80	386.80		
/endor 7655 -	- RITEWAY BUSINESS FORMS					
00040273	RITEWAY BUSINESS FORMS CHECK STOCK	04/18/2025 DMULVIHILL	344.65	344.65	Open	N 05/05/2025
	101-41400-40200	OFFICE SUPPLIES	86.16		1.00	86.16
	601-49440-40200	OFFICE SUPPLIES	86.16		1.00	86.16
	602-49490-40200	OFFICE SUPPLIES	86.16		1.00	86.16
	609-49750-40200	OFFICE SUPPLIES	86.17		1.00	86.17
otal Vendor	7655 - RITEWAY BUSINESS FORMS					
			344.65	344.65		
/endor 9925 -	- RMB ENVIRONMENTAL LABORATORIES,	INC				
00040252	RMB ENVIRONMENTAL LABORATORIES, WEEKS 2-4 COOLER 1	INC 04/22/2025 DROBERTSON	233.04	233.04	Open	N 05/05/2025
	602-49490-40313	SAMPLE TESTING	233.04		1.00	233.04
3016970 00040269	RMB ENVIRONMENTAL LABORATORIES,	TNC 04/23/2025	62.70	62.70	Open	N
00070203	INFORMAL CHLORIDE TESTING	DROBERTSON	02.70	02.70	open	05/05/2025
	602-49490-40313	SAMPLE TESTING	62.70		1.00	62.70
	DAD FANTENANTAL LABORATORES	TNC 04/22/2025	101 00	1.01 0.0	0	N.1
в016968 00040270	RMB ENVIRONMENTAL LABORATORIES,	INC 04/23/2025 DROBERTSON	161.98	161.98	Open	N 05/05/2025

INVOICE REGISTER FOR CITY OF ST. FRANCIS EXP CHECK RUN DATES 05/06/2025 - 05/06/2025

	POSTED	AND UN	POSTED	
OPEN	 CHECK 	TYPE:	PAPER	CHECK

Inv Ref #	Vendor Description	Invoice Date Due Date Entered By	Invoice Amount	Amount Due		Posted Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price
V <mark>endor 9925</mark> · B017014	- RMB ENVIRONMENTAL LABORATORIE	S, INC				
00040300	RMB ENVIRONMENTAL LABORATORI INFORMAL CHLORIDE TESTING	ES, INC 04/28/2025 DROBERTSON	83.60	83.60	Open	N 05/05/2025
	602-49490-40313	SAMPLE TESTING	83.60		1.00	83.60
в017013						
00040311	RMB ENVIRONMENTAL LABORATORI WEEKS 2-4 COOLER 1		233.04	233.04	Open	N 05/05/2025
	602-49490-40313	DROBERTSON SAMPLE TESTING	233.04		1.00	233.04
в017062						
00040334	RMB ENVIRONMENTAL LABORATORI INFORMAL CHLORIDE TESTING	ES, INC 04/30/2025 DROBERTSON	41.80	41.80	Open	N 05/05/2025
00040335	RMB ENVIRONMENTAL LABORATORI		182.88	182.88	Open	N
Total Vendor	ALL WEEKS COOLER 2 9925 - RMB ENVIRONMENTAL LABOR	DROBERTSON ATORIES. INC				05/05/2025
			999.04	999.04		
Vendor 10762	- ROOF PANELS PLUS, INC DBA MD	HEIDERSHID CONSTRUCTION				
.04252025	DOOF DANIELS DULIS THE DRA MD	HETDER 04/25/2025	0 027 00	0 027 00	0000	N
00040320	ROOF PANELS PLUS, INC DBA MD GAZEBO ROOF (NOTE VOIDED CK		9,937.00	9,937.00	Open	N 05/05/2025
	101-45200-40229	PROJECT MAINTENANCE	9,937.00		1.00	9,937.00
Total Vendor	10762 - ROOF PANELS PLUS, INC	DBA MD HEIDERSHID CONSTRUCTION				
			9,937.00	9,937.00		
Vendor 231 - A51787	RUSSELL'S LOCK & KEY					
00040306	RUSSELL'S LOCK & KEY	04/24/2025	4,829.00	4,829.00	Open	N
	REPLACE EXTERIOR SERVICE DOO 101-42110-40401	R TO GARAGE DROBERTSON BUILDINGS MAINTENANCE	4,829.00		1.00	05/05/2025 4,829.00
Total Vendor	231 - RUSSELL'S LOCK & KEY					
			4,829.00	4,829.00		
Vendor MISC · 04/28/2025	- RYGG, MYCHAL L					
00040301	RYGG, MYCHAL L	04/28/2025 05/05/2025	10.00	10.00	Open	N
	REFUND OVERPAYMENT 2024 STOR 603-00000-37400	MWATER DMULVIHILL STORM WATER FEES	10.00		1.00	05/05/2025 10.00

INVOICE REGISTER FOR CITY OF ST. FRANCIS EXP CHECK RUN DATES 05/06/2025 - 05/06/2025

	POSTED	AND UN	POSTED	
OPEN	- CHECK	TYPE:	PAPER	CHECK

Invoice Numb Inv Ref #	Vendor	Invoice Date Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	Description GL Distribution	Entered By		Units	Quantity	Post Date Unit Price
/endor MISC	- RYGG, MYCHAL L		10.00	10.00		
/ d 0027						
Vendor 8827 482861#	- SEH, INC					
00040313	SEH, INC ENGINEERING	03/13/2025 ЈЅНООК	36.00	36.00	Open	N 05/05/2025
	101-45200-40303	ENGINEERING FEES	36.00		1.00	36.00
rotal Vendor	8827 - SEH, INC					
			36.00	36.00		
Vendor 7455 2615522	- SOUTHERN GLAZERS OF MN					
00040274	SOUTHERN GLAZERS OF MN	04/24/2025	364.08	364.08	Open	N
	WINE 609-49751-40206	CBUSKEY FREIGHT	7.68		1.00	04/24/2025 7.68
	609-49751-40253	WINE	356.40		1.00	356.40
2615521						
00040275	SOUTHERN GLAZERS OF MN	04/24/2025	2,054.91	2,054.91	Open	N 04/24/2025
	LIQUOR 609-49751-40206	CBUSKEY FREIGHT	29.87		1.00	04/24/2025 29.87
	609-49751-40251	LIQUOR	2,025.04		1.00	2,025.04
Total Vendor	7455 - SOUTHERN GLAZERS OF M	N				
			2,418.99	2,418.99		
Vendor 7693 2023198	- SPOT ON					
00040312	SPOT ON	04/28/2025	140.00	140.00	Open	N 05 (05 (2025
	PIONEER DAY BANNERS 101-45200-40311	DROBERTSON CONTRACT	140.00		1.00	05/05/2025 140.00
Total Vendor	7693 - SPOT ON					
			140.00	140.00		
Vendor MISC 04/28/2025	- STECKELBERG, NICHOLAS					
00040304	STECKELBERG, NICHOLAS	04/28/2025 05/05/2025	10.00	10.00	Open	N
	REFUND OVERPAYMENT 2024 ST 603-00000-37400	ORMWATER DMULVIHILL STORM WATER FEES	10.00		1.00	05/05/2025 10.00
Total Vendor	MISC - STECKELBERG, NICHOLAS					
	3.12.1.2.1.3, MENOLING		10.00	10.00		

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

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Invoice Numb Inv Ref # Inventory	ver Vendor Description GL Distribution	Invoice Date Due Dat Entered By	te Invoice Amount	Amount Due Units	Status Quantity	Posted Post Date Unit Price
				Offics	Qualitity	Office Fride
	- STECKELBERG, NICHOLAS					
I1758800	STREICHER'S					
00040328	STREICHER'S AMMO	04/25/2025 DROBERTSON	1,240.80	1,240.80	Open	N 05/05/2025
	101-42110-40237	SMALL EQUIPMENT	1,240.80		1.00	1,240.80
Total Vendor	255 - STREICHER'S					
			1,240.80	1,240.80		
Vendor 7124 6751	- SUN MECHANICAL INC					
00040324	SUN MECHANICAL INC TEST AND RECERTIFY RPZ	04/23/2025 DMULVIHILL	2,778.00	2,778.00	Open	N 05/05/2025
Total Vendor	7124 - SUN MECHANICAL INC		2,778.00	2,778.00		
Vendor 9066	- SYLVA CORPORATION, INC					
88414						
00040295	SYLVA CORPORATION, INC WOODCHIPS	04/18/2025 JSHOOK	500.00	500.00	Open	N 05/05/2025
	101-43100-40311	CONTRACT	500.00		1.00	500.00
Total Vendor	9066 - SYLVA CORPORATION, INC					
			500.00	500.00		
Vendor 828 -	TASTY PIZZA BAR & BOWL					
00040309	TASTY PIZZA BAR & BOWL	04/22/2025	822.25	822.25	Open	N 05 (05 (2025
	WININNG WITH COPS (NON-TAXABLE) 101-42110-40306	DMULVIHILL WINNING WITH COPS	822.25		1.00	05/05/2025 822.25
Total Vendor	828 - TASTY PIZZA BAR & BOWL					
			822.25	822.25		
Vendor 863 - 10347681	THE BERNICK COMPANIES					
00040276	THE BERNICK COMPANIES	04/24/2025	(49.44)	(49.44)	Open	N 04 (24 (2025
	THC 609-49751-40257	CBUSKEY THC	(49.44)		1.00	04/24/2025 (49.44)
			, ,			, ,

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref # Vendor Invoice Date Due Date **Invoice Amount Amount Due Status** Posted Description **Entered By** Post Date **Inventory GL** Distribution Units Quantity Unit Price Vendor 863 - THE BERNICK COMPANIES 10347682 00040277 THE BERNICK COMPANIES 04/24/2025 (37.08)(37.08) Open Ν **BEER CBUSKEY** 04/24/2025 609-49751-40252 (37.08)1.00 (37.08)BEER 10347680 00040278 04/24/2025 1.983.80 1.983.80 THE BERNICK COMPANIES Open Ν 04/24/2025 BEER/NA **CBUSKEY** 609-49751-40255 1.00 29.00 N/A PRODUCTS 29.00 609-49751-40252 1.00 1,954.80 BFFR 1,954.80 Total Vendor 863 - THE BERNICK COMPANIES 1,897.28 1,897.28 Vendor 10720 - THE SAUCY MAMMA 00004285 00040298 THE SAUCY MAMMA 04/28/2025 167.76 167.76 Open Ν MISC **CBUSKEY** 04/28/2025 609-49751-40254 MISCELLANEOUS MERCHANDISE 167.76 1.00 167.76 Total Vendor 10720 - THE SAUCY MAMMA 167.76 167.76 Vendor 9559 - TIMESAVER OFF SITE SEC. INC 30325 00040329 04/30/2025 172.00 TIMESAVER OFF SITE SEC. INC 172.00 Open Ν CITY COUNCIL MEETING - 04/07/2025 DROBERTSON 05/05/2025 30326 00040331 04/30/2025 227.00 TIMESAVER OFF SITE SEC. INC 227.00 Open Ν CITY COUNCIL MEETING 4/21/2025 DROBERTSON 05/05/2025 30327 00040332 04/30/2025 172.00 172.00 TIMESAVER OFF SITE SEC. INC Open Ν PLANNING COMMISSION MEETING 4/16/2025 DROBERTSON 05/05/2025 Total Vendor 9559 - TIMESAVER OFF SITE SEC. INC 571.00 571.00 Vendor 10647 - TRUE NORTH PSYCHOLOGY & CONSULTING, LLC 1166 00040296 TRUE NORTH PSYCHOLOGY & CONSULTING, 04/25/2025 560.00 560.00 Open Ν 05/05/2025 THERAPY & DEBRIEFING DROBERTSON 103-42110-40300 400.00 1.00 400.00 PROFESSIONAL SERVICES 103-42210-40441 160.00 1.00 160.00 **MISCELLANEOUS** Total Vendor 10647 - TRUE NORTH PSYCHOLOGY & CONSULTING, LLC

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025

POSTED AND UNPOSTED
OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref # Vendor Invoice Date Due Date **Invoice Amount Amount Due Status** Posted Description **Entered By** Post Date **GL** Distribution **Inventory** Units Quantity Unit Price Vendor 10647 - TRUE NORTH PSYCHOLOGY & CONSULTING, LLC 560.00 560.00 Vendor 4344 - VINOCOPIA, INC 0371801 00040291 04/25/2025 298.00 298.00 Open VINOCOPIA, INC Ν WINE **CBUSKEY** 04/25/2025 609-49751-40206 FREIGHT 10.00 1.00 10.00 609-49751-40253 288.00 1.00 288.00 WINE Total Vendor 4344 - VINOCOPIA, INC 298.00 298.00 # of Invoices: 75 # Due: 75 Totals: 144.887.62 144,887.62 # of Credit Memos: 7 # Due: 7 Totals: (514.15)(514.15)144,373.47 Net of Invoices and Credit Memos: 144,373.47 --- TOTALS BY GL BANK ---**GNCKG** 144,373.47 --- TOTALS BY GL DISTRIBUTIONS ---940.00 101-00000-21707 101-41110-40441 20.99 101-41400-40200 86.16 101-42110-40200 253.01 101-42110-40237 1,240.80 822.25 101-42110-40306 101-42110-40321 37.50 101-42110-40401 4.829.00 619.05 101-42110-40437 101-42210-40221 31.97 101-42210-40305 110.00 37.50 101-42210-40321 101-42210-40437 334.50 101-43100-40200 57.75 101-43100-40311 500.00 101-43100-40321 37.50 101-43210-40439 8,120.00 101-45200-40200 57.75 101-45200-40229 9,937.00 101-45200-40303 36.00 101-45200-40311 140.00

37.50

98

Agenda Item # 4Q.

101-45200-40321

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

Invoice Number Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
	Description	Entered By					Post Date
Inventory	GL Distribution	,			Units	Quantity	Unit Price
	101-45200-40419			600.36			
	103-42110-40237			294.00			
	103-42110-40300			400.00			
	103-42210-40441			160.00			
	402-41400-40560			596.26			
	405-43100-40441			20,923.50			
	601-49440-40200			143.91			
	601-49440-40321			37.50			
	602-49490-40200			143.91			
	602-49490-40235			249.88			
	602-49490-40313			774.36			
	602-49490-40321			37.50			
	602-49490-40401			953.53			
	603-00000-37400			60.00			
	609-49750-40200			86.17			
	609-49750-40210			178.50			
	609-49750-40310 609-49751-40206			85.00 447.39			
	609-49751-40251			18,295.79			
	609-49751-40252			55,438.62			
	609-49751-40253			2,766.90			
	609-49751-40254			1,426.42			
	609-49751-40255			288.40			
	609-49751-40256			2,365.47			
	609-49751-40257			1,796.86			
TOTALS B	Y FUND						
	101 GENERAL FUND			28,886.59	28,886.59		
	103 PUBLIC SAFETY FUNDS			854.00	854.00		
	402 CAPITAL EQUIPMENT FUND			596.26	596.26		
	405 STREET IMPROVEMENT FUND			20,923.50	20,923.50		
	601 WATER FUND			181.41	181.41		
	602 SEWER FUND			2,159.18	2,159.18		
	603 STORM WATER FUND			60.00	60.00		
	609 LIQUOR FUND			83,175.52	83,175.52		
TOTALS BY	Y DEPT/ACTIVITY						
1017125 B				1 000 00	1 000 00		
	00000 UNASSIGNED			1,000.00	1,000.00		
	41110 CITY COUNCIL			20.99	20.99		
	41400 ADMINISTRATION			682.42	682.42		
	42110 POLICE			8,495.61	8,495.61		
	42210 FIRE			673.97	673.97		
	43100 STREETS			21,518.75	21,518.75		
	43210 RECYCLING			8,120.00	8,120.00		
	45200 PARKS			10,808.61	10,808.61		
	49440 WATER DEPT			181.41	181.41		
	49490 SEWER DEPT			2,159.18	2,159.18		
	49750 LIQUOR STORE			349.67	349.67		

EXP CHECK RUN DATES 05/06/2025 - 05/06/2025 POSTED AND UNPOSTED OPEN - CHECK TYPE: PAPER CHECK

82,825.85

82,825.85

Agenda Item # 4Q.

Invoice Number

49751 MERCHANDISE PURCHASES

Inv Ref #	Vendor	Invoice Date Due Date	Invoice Amount	Amount Due	Status	Posted
	Description	Entered By				Post Date
Inventory	GL Distribution			Units	Quantity	Unit Price



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Paul Carpenter, Public Works Director

SUBJECT: Bridge Street Connection Feasibility Study

DATE: May 5, 2025

OVERVIEW:

On March 19th City Staff and Council Members met with ISD 15 Staff and Board Members to discuss the connection between Bridge Street and TH47. It was agreed that there was a common interest, and the City Staff were instructed to obtain proposals from two entities for a Bridge Street Connection Feasibility Study. The proposals discuss the possibility of the Bridge Street alignment, the intersection of Bridge and Ambassador, and the school property impact.

The feasibility study is the first step in the Bridge Street connection project.

ACTION TO BE CONSIDERED:

Council to decide to move forward with the Bridge Street connection feasibility study. If the decision is to move forward, Staff recommends the Hakanson Anderson Proposal in the amount of \$25,000.

BUDGET IMPLICATION:

The funding for the study will be taken out of the Street Fund.

Attachments:

- Hakanson Anderson Proposal
- SEH Proposal

Agenda Item # 9A.



3601 Thurston Avenue, Anoka, MN 55303 Phone: 763/427-5860 www.haa-inc.com

Main Office:

45 YEARS

April 16, 2025

Paul Carpenter, Director of Public Works City of St. Francis 3750 Bridge Street NW St. Francis, MN 55070

RE: Bridge Street Feasibility

Dear Mr. Carpenter:

As requested, we are providing this proposal which includes preparing a feasibility study to review the impacts and estimated costs to extend Bridge Street from Ambassador Boulevard to Trunk Highway 47. The three main components of the study include:

- 1. Reviewing intersection designs/alternatives at Ambassador Boulevard and Bridge Street.
- 2. Reviewing Bridge Street alignments from Ambassador Boulevard to Trunk Highway 47.
- 3. Reviewing the impact of the extension of Bridge Street, on the school property.

Three options, which include different degrees of detail, have been prepared and are presented below:

Option 1:

This option includes providing conceptual layouts and alternatives for the Bridge Street extension and the intersection of Bridge Street and Ambassador Boulevard, identifying the impacts to the school property, and alternatives to mitigate the impacts to the school property. This option also includes cost estimates for the alternates. No field survey or traffic analysis would be performed with this option. This option would cost \$9,500.

Option 2:

This option would include the work summarized in Option 1 with the addition of a field survey to accurately locate main features such as buildings, curbs, wetland edges, etc. The field survey will allow a more detailed and accurate review of the proposed improvements and the impacts of those improvements. This option would cost \$14,500.

Option 3:

This option would include the work summarized in Option 1 and Option 2 with the addition of a detailed traffic analysis. The traffic analysis would include the intersection of Ambassador Boulevard and Bridge Street and the intersection of Bridge Street and Woodbine Street. The traffic analysis would assume that the property north of Bridge Street, that would access at Woodbine Street, would be fully developed. The traffic analysis would include:

- Collecting 13-hr turning movement counts at Bridge Street/Ambassador Boulevard and Bridge Street/Woodbine Street. These counts would need to be collected while school is in session.
- A Synchro / SimTraffic model would be prepared to analyze the traffic level of service at each intersection.
- School vehicle circulation (bus/parent/visitors) will need to be considered in the analysis.

This option would cost \$25,000.

As presented above the cost to complete this feasibility study is \$9,500 to \$25,000 depending on the degree of detail desired. This proposal does not include any costs for estimating the impact or intersection type at Trunk Highway 47. It is assumed this review would be included as part of MnDOT's current evaluation. If you have any questions, please call me at 763-852-0485.

Sincerely,

Hakanson Anderson

Craig J. Jochum, P.E.



April 16, 2025

RE: St. Francis, Minnesota
Bridge Street Connection
Proposal for Feasibility Study
SEH No. P-STFRA 184891 10.03

Mr. Paul Carpenter
Deputy Administrator/Public Works Director
City of St. Francis
4058 St. Francis Boulevard NW
St. Francis, MN 55070

Dear Paul:

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this proposal for professional services relating to the Bridge Street Connection Feasibility Study (Project) in St. Francis, MN. Please review our proposal letter and, if acceptable, we will provide an agreement for execution referencing this letter.

Our team developed our approach based on the City's goals for this study to provide a path forward to improve safety and day-to-day operations while supporting continued growth in the community. To help you fulfill those goals and implement successful outcomes, SEH offers a proven, multidisciplined team with local responsiveness and all key services in house within our company. Backed by the resources of our 900+ person company, our full-service team will simplify day-to-day communication, enhance overall project delivery, and set you up to seamlessly address future phases of work. As you've come to expect from working with other project managers at SEH—particularly Jessica Hedin—you can anticipate the same high level of quality and service from our experienced team as we deliver this important study to the City.

PROJECT UNDERSTANDING

The City of St. Francis (Client) is evaluating the feasibility of a proposed roadway connection that would extend Bridge Street westward from its current terminus at Ambassador Boulevard. The proposed extension would traverse property owned by the St. Francis School District (ISD 15), ultimately connecting to Minnesota Trunk Highway 47 at its intersection with Pederson Drive NW. This proposed connection has long been envisioned as a key transportation improvement within the community, intended to address growing safety concerns, reduce congestion, and improve overall mobility in the area.

This initiative builds on work previously completed in 2005, when the City, in partnership with Anoka County, the St. Francis School District, and the St. Francis Area Chamber of Commerce, commissioned the Tinklenberg Group and SEH to complete a Bridge Street Extension Study. That earlier study was a comprehensive planning effort focused on identifying viable short- and long-term solutions to address safety and mobility issues arising from increased traffic volumes in and around the school campus. At the time, the main concern centered on traffic moving between Ambassador Boulevard and Trunk Highway 47, which was often channeled through school access roads used by students, staff, and families. This created significant safety risks—particularly during morning drop-off and afternoon pick-up times—due to the convergence of pedestrian, school-related, and through-traffic within the same constrained corridor.

Paul Carpenter April 16, 2025 Page 2

The 2005 study employed a multi-pronged analysis and extensive stakeholder engagement strategy to develop a clearer understanding of the challenges and opportunities associated with the proposed roadway connection. Several key areas of investigation were included in the study's scope:

- Land use patterns and potential development trends surrounding the project corridor.
- Community demographics, including population growth and anticipated school enrollment trends.
- Vehicular traffic volumes, travel patterns, and flow constraints.
- Safety issues.
- On-site parking demands and configurations.
- Traffic access, congestion, and queuing behavior during peak hours.
- Operational assessments of school site logistics, especially during student pick-up and drop-off periods.
- Multimodal access, including provisions for pedestrian and bicycle movement.
- Alignment with long-range community planning documents and transportation frameworks.

The outcome of this comprehensive effort was the development of four preliminary concept layouts for the Bridge Street extension. Of these, the first three are particularly relevant to the alignment currently being reconsidered. We recognize that since the completion of the 2005 study, improvements near the high school—including the addition of two roundabouts—have been implemented. While the fourth concept included potential improvements in that area, we understand that concepts traversing the middle and elementary school sites were not advanced beyond the original study. Concepts one through three were supported by cost estimates, impact assessments, and funding strategies, and were shared with community partners to support informed decision-making. The final report underscored the increasing need for the City and its stakeholders to prioritize the extension project in order to address existing transportation challenges and plan for future growth.

Now, with nearly two decades having passed since the initial planning efforts, and with continued growth and development in the St. Francis area, the City is seeking to reassess and revitalize the Bridge Street Connection Project as a top infrastructure priority. A new feasibility study, including a fresh alternatives analysis and updated cost evaluation, is necessary to determine the current viability of the project, explore potential alignment refinements, and identify funding and implementation strategies that align with present-day needs.

Based on discussions with City staff, we acknowledge and understand that the stakeholder involvement for this project will consist of the City and School District. We understand that future phases of this project will inevitably involve key stakeholders such as MnDOT and Anoka County, as the project termini intersect with facilities owned by each agency, respectively. While specific engagement with these agencies will not be conducted as part of this study, we will acknowledge their anticipated involvement in the final report. Additionally, we will identify and strategize potential improvements to the County and MnDOT highway systems, recognizing the importance of coordination with these agencies in future planning and study efforts.

SEH understands that this renewed feasibility effort must not only build on the foundational work completed in 2005, but also reflect the evolved landscape, stakeholder interests, traffic demands, and regulatory environment of today. We look forward to working collaboratively with the City, the School District, and other key partners to complete a comprehensive and actionable feasibility study that advances the goals of the community.

Paul Carpenter April 16, 2025 Page 3

SCOPE

SEH will complete the following tasks.

Task 1 – Project Management (included with all Tasks)

Project management and administration will be provided for all phases of the project.

- Perform general day-to-day project management and administration. Includes project accounting, invoicing, and record keeping.
- Prepare monthly project update memorandum documents.
- Ongoing coordination, communication, and scheduling internal and external.

Deliverables:

 Monthly invoices and copies of all pertinent project correspondence including project update memorandum documents.

Task 2 - Feasibility Report

Our services will consist of conducting a study and investigation, preparing a feasibility report document containing the findings of the study and investigation along with our recommendations for the project, and preparing a preliminary opinion of probable cost for the project. The study scope includes the following:

- Hold one (1) project kickoff in-person meeting with the City and School District officials to review the
 project and discuss overall project objectives and goals, areas of concern, gather existing data and
 information, and discuss the overall project schedule and deliverables.
- Prepare exhibits showing project limits and municipal utility and street improvements using GIS data.
- Prepare up to two (2) geometric alternatives for the new roadway, access points, and pedestrian infrastructure.
- Develop preliminary opinions of probable cost for both alternatives.
- Prepare a desktop analysis of stormwater needs that would be associated with each project alternative.
- Perform a desktop traffic analysis based on existing and future school district site operations and adjacent roadways/intersections near the project site.
- Hold one (1) in-person meeting to review concept development alternatives with City and School District
 officials
- Review and report on anticipated permitting and regulatory requirements that would be associated with the design development and construction of the preferred alternative.
- Hold up to three (3) virtual meetings with City staff to discuss report content and deliverables.
- Prepare the draft report document. Submit to draft to City staff for review and comment.
- Refine report document and prepare final version.
- Deliver the final report document (electronic) to the project stakeholders including the City and School District. Hold one (1) in-person meeting with these stakeholders to present and discuss the final report.
- Present the report to the City Council at one (1) City Council meeting.

Deliverables:

- Project stakeholder meeting agendas, exhibits, and minutes.
- Geometric alternative exhibits.
- Opinions of probable costs.
- City staff meeting agendas, exhibits, and minutes.
- Draft final report for City staff and School District comment.
- Final report.
- Presentation materials for City Council meeting, including PowerPoints or other exhibits.

ALTERNATIVE AND FUTURE TASKS

Based on discussions with City staff, and if the project garners traction and moves forward, some potential future tasks are detailed below prior to the preliminary and final design phase of the project. SEH can provide future scopes and fees for the project as they relate to the following tasks if requested. They include:

- Traffic Impact Study with Traffic Counts
- Agency Coordination MnDOT and Anoka County
- Public Engagement Open Houses
- Boundary Survey
- Right of Way Impact Analysis (based on Boundary survey information)
- Internal Site Design and Layouts (including parking lots and internal roadway networks outside of the road right of way).
- Environmental reconnaissance and wetland delineation.
- Grant Sourcing and Applications

ASSUMPTIONS

- The prepared feasibility report will not be used for special assessment proceedings pursuant to Minnesota Statute 429 processes. No special assessments are anticipated for the project.
- Ownership of the future roadway is assumed to be by the City of St. Francis.
- SEH can rely on City-provided GIS data for preparation of the report.
- The City will provide SEH necessary construction record drawing information, and any other past studies related to the project area.
- SEH will use readily available data from previous studies as it relates to traffic counts and estimates of traffic impacts. No traffic counts will be performed.
- The School District will provide SEH with detailed information related to parking needs (staff/visitors), current and future bussing projections during pick-up/drop-off times, enrollment data, and anticipated current and future pick-up/drop-off outside of bussing operations.
- Public utilities (sanitary sewer and watermain) are not extended under the new roadway and analysis of such will not be included in the report.
- We are assuming preparation of one (1) draft report for City Staff review and comments prior to finalization of the report.

EXCLUSIONS

- Additional meetings from what is listed above.
- Traffic counts.
- Surveying design topographic, boundary.
- Detailed research of existing right of way limits.
- Production of a 3D model or right of way impacts/needs.
- Geotechnical exploring, evaluation, testing, and engineering.
- Right of way acquisition of platting of right of way.
- Environmental site assessments (ESA).
- Site design and layouts, such as parking layouts and internal roadway networks outside of the proposed roadway corridor.
- Water, sanitary sewer, and storm sewer modeling and flow calculations.
- Public utility (sanitary sewer and watermain) layout and design.
- Design and construction services.
- Public engagement meetings or open houses.

SCHEDULE

Assuming authorization to proceed is received on April 21, 2025, we anticipate presenting the Feasibility Report to the City Council on August 18, 2025. This is an approximate 4-month timeline from the kick-off meeting for the project to the final deliverable and presentation at the City Council meeting. Forces beyond SEH's control could impact the schedule, such as City approvals.

PAYMENT

SEH proposes to complete all the services listed in this scope of work on a lump sum basis. Compensation will be based on an estimate of the percentage of project completed to date per month, not to exceed the Lump Sum amount of \$35,000 and as shown in the attached breakdown.

Additional Services requested by Client not included in the scope above will be provided on an hourly basis including direct expenses. If requested, an estimate of the fee can be provided ahead of completing the work.

Your budgetary limitations for construction of the project should be provided to us in writing at an early date. We will endeavor to work within those limitations. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

Thank you for the opportunity to provide a proposal. Please contact me at psandy@sehinc.com or 320.630.4657 to discuss.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Paul Sandy, PE //
Project Manager | Project Engineer

(Lic. MN, ND)

Jessica Hedin, PE Client Service Manager

(Lic. MN, SD)

mrb

c: Neil Heinonen, SEH

x:\pt\s\stfra\184891\1-genl\10-setup-cont\03-proposal\2025.04.16 | city proposal feasibility report bridge street extension project.docx

Bridge Street Connection Project Feasibility Study

Feasibility Study Engineering Services Work Plan Summary and Fee Estimate City of St. Francis April 16, 2025



WORK TASKS	Sr Prof Eng/ Sr Project Manager	Senior Prof Engineer	Senior Prof Transportation Engineer	Prof Traffic Engineer	Water Resources Engineer	Technician/Staff Engineer	Environmental Scientist	Admin/Project Coordinator	SEH TOTAL HOURS	TASK SUBTOTAL LABOR COST
1.0 Project Management and Coordination	16	4	2	0	0	0	0	10	32	\$6,500
2.0 Feasibility Report & Meetings	42	13	28	12	10	12	4	5	126	\$27,800
Total Project Hours	58	17	30	12	10	12	4	15	158	\$34,300.00

Total Labor Cost	\$34,300.00
Reimbursable Expenses	\$700.00
Total SEH Fee	\$35,000.00



CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner

SUBJECT: St. Francis Apartments Concept Review

DATE: 4-30-2025 for 5-5-2025 meeting

APPLICANT: North Shore Development Partners (Matt Alexander)

LOCATION: 3731 Bridge St NW and PID 32-34-24-31-0016

COMP PLAN: Medium Density Residential (north half) and Medium/High Density Residential

(south half)

ZONING: R-2 and R-3

OVERVIEW

The applicant, North Shore Development Partners, represented by Matt Alexander, has applied for review and discussion of a concept plan for the development of a multi-unit building on an approximately 6 acre City-owned site located at 3731 Bridge St NW and an adjacent parcel to the north (PID 32-34-24-31-0016). These properties are north of City Hall and interior to the block bounded by Ambassador Blvd NW and Butterfield Dr NW. The proposed use is a 120-unit apartment building that would be accessed via a new public street that would be constructed to the south and west. The concept plan is discussed in greater detail in the April 17, 2025 Planning Commission memo, attached.



The purpose of the concept plan review process is to provide the applicant with an advisory review of a specific development concept before the applicant enters into binding agreements, incurs substantial expense, and/or files a formal application. This process is intended to inform the applicant of the City's regulations and the Comprehensive Plan and to identify elements of the development concept which may not be in compliance with current requirements. Ultimately, the goal is to provide feedback to the applicant who can then determine whether or not the development is worth pursuing.

ADDITIONAL INFORMATION

Following the submittal of the Planning Commission report, Staff had several additional discussions with the applicant and the City's Metropolitan Council sector representative to clarify a number of points about the application:

- The applicant clarified that the project is not intended to be developed in phases. If unforeseen issues arise, the project could be phased, but the current plan would be to move the full project forward at one time.
- 2. This site is currently guided for Medium/High Density Residential use (7-12 units per net acre) on the south half of the site and Medium Density Residential use (3-7 units per net acre) on the north half. When calculating net density, the City follows the guidance provided by the Metropolitan Council. This means that local roads and rights-of-way are included in the net area for the site. Wetland areas may also be included. Using this calculation method, the applicant is proposing 120 units on roughly 6.5 acres, or a net density of 18.5 units per net acre. This meets the allowable density for the City's High Density Residential (12-20 units per net acre) land use category. In order to develop at this density, a Comprehensive Plan amendment would be needed to reguide this land to High Density Residential.
- 3. As submitted, the current concept may not align with City regulations in two different areas:
 - a. Lot area per unit. For apartment uses, 2,000 square feet of lot area is required per unit. At 120 units, 240,000 square feet (~5.5 acres) of lot area would be needed. Once land is dedicated for public roads, the remaining site may not be large enough to meet this requirement. Specific plans would be needed in order to determine if this requirement is met.
 - b. Parking requirements. Required parking for apartment buildings is based on the type of unit (number of bedrooms) as illustrated in the table below. The applicant is currently proposing 119 total spaces, with 94 of those spaces enclosed. This is fewer than the number of spaces required by Code for a development of this type.

Unit Type	Minimum Area
Apartment	1.5 spaces per efficiency and 1 bedroom unit
	2.25 spaces per unit for 2+ bedroom units
	1 space per unit shall be enclosed

Any elements which do not meet Code standards would need to be addressed either through a modification in the number/type of units or the size of the site, or through a variance request or the use of a Planned Unit Development (PUD). Councilmembers should come prepared to discuss these elements and to provide direction about whether or not they would entertain a development similar to the one shown in the concept.

PLANNING COMMISSION FEEDBACK

The Planning Commission reviewed the concept plan at their April 17 meeting and asked questions regarding the following aspects of the proposal:

- What is the plan for the northwest remnant parcel?

 The applicant indicated this would be retained for drainage and stormwater management as it is currently wet and unbuildable. It would not be developed further.
- What is the anticipated timing for the second phase?

 The applicant stated that they would prefer to construct the entire project from start to finish without a break, but that the unknowns of the economy right now might require them to pause after the first phase is complete.

Members of the public also attended the Planning Commission meeting on April 17th and voiced their thoughts on the proposed project. Staff responses are provided in *italics*.

- Why does the City need more housing?
 Anoka County completed a housing study in December 2023 which found a need for 173 additional rental units in St. Francis. This study can be found on the City's Community Development webpage. The revenue generated by the project would also help to address some of the financial issues the City is facing.
- Could townhomes or single-unit homes be proposed instead?

 The applicant noted that given the cost to develop, the price of townhomes or single-unit homes would be exceptionally high. The market likely would not support townhomes or single-unit homes at that pricepoint. Higher density housing was planned for this area because it lends stronger support for the City's vision for Bridge Street as a downtown area. Housing near retail establishments is a symbiotic relationship, as those residents may work at and/or frequent the nearby businesses.
- Concerns about increases in traffic on Ambassador Blvd and Bridge St will a traffic study be conducted? Because Ambassador Blvd and Bridge Street are County roads, if an application is submitted, the City would work with Anoka County to determine if a traffic study and/or roadway improvements are needed to mitigate any safety risks. At this time, Anoka County does not anticipate any need for changes to the Ambassador Blvd/Bridge Street intersection. Increased traffic in this area may prompt updates to the intersection by the County. The proposed public street through the development facilitates longer term redevelopment of the parcels fronting on Ambassador Blvd and overall safety through the corridor by giving them the ability to reorient access points to the new local road and reduce driveway cuts on the County road.

- How will stormwater be managed?
 Stormwater would be required to be mitigated on-site to prevent any runoff onto neighboring properties. By addressing stormwater ponding and improving grading on the site, this project is expected to aid in better drainage within surrounding properties.
- At four stories, the building is too tall and does not fit the character of the single-unit neighborhood.
 The City's R-3 zoning district allows buildings up to 4 stories in height or 50 feet, whichever is less.
- Why were the trees removed at this point in the process? Will they be replaced if the apartment is not constructed? The City had a window of time to remove trees related to the City's public roadway project on the site that avoided potential impacts to threatened species. Any development that is approved will need to comply with City tree and landscaping standards.
- How will snow storage and removal be handled?

 The site will be required to address snow removal in the project design.
- How will kids be prevented from cutting through adjacent yards? Does the wetland present a danger to them? Does the stormwater pond need a fence around it? This development would be subject to the same regulations for trespassing, wetlands, and stormwater ponding as any other development in the City. Wetlands and stormwater ponds exist on many residential parcels in the City with minimal safety issues the same steps for protection would be taken here as are taken for all developments in the City.
- Amenities proposed for the project include a dog park and pickleball court. Why do we need two of these in town? These amenities would serve the residents of the apartment complex and are separate from those that the City owns and operates. Private amenities are the choice of the developer and are not subject to approval by the City.

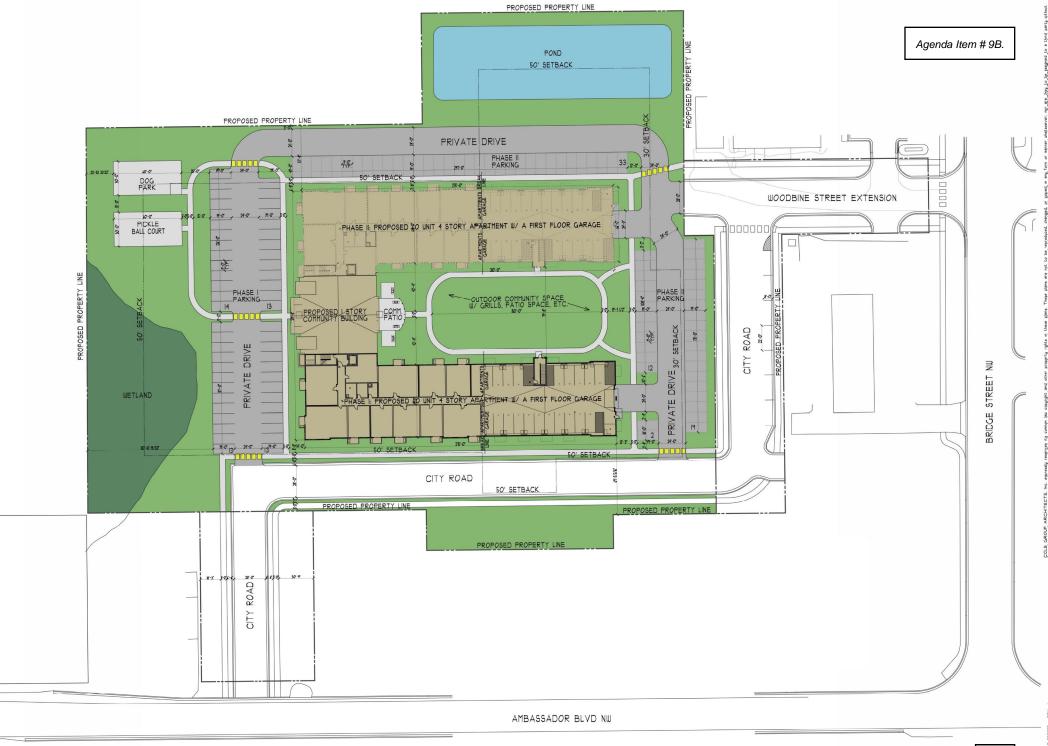
ACTION TO BE CONSIDERED

The City Council is requested to provide feedback to the applicant on the proposed concept. No motion is required. Comments shared are not binding on the City nor do they constitute official assurances or representations of the City on future recommendations or approvals. Council may wish to discuss the following topics at the meeting:

- 1. Project density/Comprehensive Plan land use guidance for the site
- 2. Lot area per unit
- 3. Parking requirements

ATTACHMENTS

- Concept Plan
- April 17, 2025 Planning Commission memo





PLANNING COMMISSION AGENDA REPORT

TO: St. Francis Planning Commission

FROM: Jason Zimmerman, Consulting Planner

SUBJECT: St. Francis Apartments Concept Review

DATE: 4-10-2025 for 4-16-2025 meeting

APPLICANT: North Shore Development Partners

LOCATION: 3731 Bridge St NW and PID 32-34-24-31-0016

COMP PLAN: Medium Density Residential and Medium/High Density Residential

ZONING: R-2 and R-3

OVERVIEW

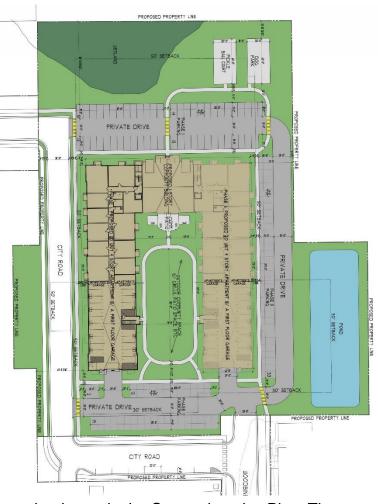
The applicant, North Shore Development Partners, represented by Matt Alexander, has applied for review and discussion of a concept plan for the development of a multifamily rental building on an approximately 6 acre site located at 3731 Bridge St NW and an adjacent parcel to the north (PID 32-34-24-31-0016). These properties are north of City Hall and interior to the block bounded by Ambassador Blvd NW and Butterfield Dr NW. The proposed use is a 120 unit apartment building that would be accessed via a new public street that would be constructed to the south and west.



The purpose of a concept plan is to provide the applicant with an advisory review of a specific development concept before the applicant enters into binding agreements, incurs substantial expense, or files a formal application. This process is intended to inform the applicant of the alignment with the City's Comprehensive Plan and to identify elements of the development concept which may not be in compliance with current requirements. Staff, the Planning Commission, and the City Council will review the concept and identify areas for discussion. Ultimately, the goal is to provide feedback to the applicant who can then determine whether or not the development is worth pursuing.

PROPOSAL

The applicant is proposing to work with the City to coordinate the development of a two phase apartment building. 120 units would be developed at full build-out, with 60 units constructed in each phase. The four story building would be U-shaped with an opening to a central courtyard facing south towards Bridge St NW. First floor garages would provide some parking, while additional spaces would be provided in parking lots to the north, east, and south. For phase 1, only the west half of the building and the parking lot to the north would be constructed, along with outdoor amenity spaces (a pickleball court and a dog park) in the adjacent open space. A new stormwater pond to the east would manage runoff. Once land is dedicated for new public roads, the site would be reduced in size to approximately 4.25 acres.



ANALYSIS

Land Use

This property is primarily guided for two separate land uses in the Comprehensive Plan. The south half of the site is guided for medium/high density residential use (7-12 units per acre) while the north half is guided for medium density residential use (3-7 units per acre). A small portion of the northern lot is guided for low density residential use (2-3 units per acre).

The proposed concept is generally consistent with the goals of Comprehensive Plan. A goal of the Comprehensive Plan is to "maintain a healthy balance between residential, commercial, business park/office, and park/open space land uses" within the City. A specific policy is to support redevelopment along Bridge Street into housing in order to build the City's residential base and stimulate demand for retailers and businesses.

Opportunities for development and redevelopment along Bridge Street were explored in the 2017 St. Francis Forward Plan. In that plan, this site is identified for housing infill development, though at a lower density that what is currently being proposed. If the current proposal were to

move forward, a Comprehensive Plan Amendment would be needed to reclassify these properties as High Density Residential use (12-20 units per acre). Even with this designation, the proposed density of 120 units on 4.25 acres (28 units per acre) is greater than what is allowed. In order to meet the density requirements, the number of units would need to be reduced to 85, the size of the development would need to be increased to 6 acres, or some combination of the two adjustments would need to be made.

Zoning

The site is currently zoned R-2 and R-3, similar to how it is guided in the Comprehensive Plan, with a portion of the northern lot zoned R-1 (Urban Low Density Detached Residential). R-2 (Medium Density Detached and Attached Residential) and R-3 (High Density Residential) both support attached housing, though the R-2 district is focused on townhome or rowhouse development while the R-3 district allows apartment buildings. If this proposal were to move forward, the R-2 property (to the north) would need to be rezoned to R-3. Given the proposed zoning, staff has evaluated the project using the R-3 district requirements.

R-3 District Standards

The R-3 District is intended to provide for higher density attached residential housing types in a vertical or horizontal orientation within the Urban Service Area. This district is intended to support areas of greater concentrations of commercial, employment, and public activity. For apartment uses, 2,000 square feet of lot area is required per unit. At 120 units, 240,000 square feet of lot area would be needed. Once land is dedicated for public roads, the remaining site is anticipated to only be approximately 184,000 square feet in size. This will need to be addressed prior to consideration of approval – either through a modification in the number of units or the size of the site, or through a variance request or the use of a Planned Unit Development (PUD). The site does mean the minimum lot width standard of 100 feet.



Zoning Map

With the inclusion of the new public road, the site would have two front yards (west and south). Each front yard would require a setback of 30 feet. Interior side yard setbacks are 10 feet and the rear yard setback is 25 feet. As shown, the building placement would need to be adjusted in order to meet the front yard setback to the west. A 50 foot setback is required from the R-1 zoned properties to the east; this distance appears to be met.

Building height is limited to 4 stories or 50 feet, whichever is less. As described, the apartment building would be 4 stories high.

The Zoning Code requires a minimum floor area (dwelling unit size) as determined by the unit type (number of bedrooms). At this time, absent floor plans, it cannot be determined if the proposed apartment meets the following standards:

Unit Type	Minimum Area
Efficiency units	500 square feet
1 bedroom units	700 square feet
2 bedroom units	800 square feet
More than 2 bedroom units	An additional 80 feet for each additional bedroom

Topography and Wetlands

The site is relatively flat with a slight slope downwards from south to north. A portion of the northern lot includes a wetland. As designed, the wetland would not be impacted by the

apartment building or its northern parking lot. A vegetated buffer 16.5 feet wide is required along the delineated edge of the wetland. Structures must be set back 30 feet.

Parcel Remnant

As currently shown, a portion of the northern lot that abuts Ambassador Blvd NW would not be developed as part of this proposal. This is the part of the site that is guided for low density residential use and zoned accordingly. The Planning Commission should confirm with the applicant the intended use for this remnant following construction of the apartment building.

Access

The property is located north of Bridge St NW. It can currently only be accessed via an unimproved driveway between the Subway restaurant and Milestone Orthodontics. The City owns this land and intends to construct an extension of Woodbine St NW which would wrap around the west side of the apartment property and connect to Ambassador Blvd NW midblock. Access into the site from this road extension would happen at three locations – one at the northwest corner of the building and the other two at the south end of the property.

Ambassador Blvd NW is a County road and the City will therefore coordinate the design of the new intersection with the Anoka County Highway Department.

Parking

The applicant is proposing first floor enclosed parking spaces for each phase of construction (total number of spaces unknown) with 52 phase 1 surface lot spaces and 66 phase 2 surface lot spaces (118 total). Required parking for apartment buildings is based on the type of unit (number of bedrooms). Without floor plans, it cannot be determined if the proposed parking meets the City's requirements. However, at least one space per unit must be enclosed which equates to 120 enclosed parking spaces.

Unit Type	Minimum Area				
Apartment	1.5 spaces per efficiency and 1 bedroom unit				
	2.25 spaces per unit for 2 or more bedroom units				
	1 space per unit shall be enclosed				

No parking is allowed within 5 feet of a property line. Along the west property line, the parking setback may need to be adjusted.

No indication has been made at this time regarding snow storage – appropriate measures should be taken to plan for where snow will be place during the winter so as not to take up parking spaces.

Pedestrian Facilities

Sidewalks are shown encircling the building, along the parking lots, and leading to the outdoor amenities. City code requires that sidewalks abutting parking stalls must be 6 feet wide. This dimension should be confirmed as refined plans are prepared.

Landscaping

No landscaping plan has been prepared. The applicant should be aware that the minimum number of caliper inches of trees required is the gross square footage of all floors of the

building divided by 320. Other landscaping standards require a diversity of species. As currently shown, there are long stretches of the parking lot lacking landscaping – parking lot islands with trees should be considered.

Site standards limit impervious coverage to 50% of the area. When the second phase of the building and additional parking lots are constructed, this threshold may be surpassed.

Signage

One monument sign is allowed with a maximum height of 6 feet and a maximum sign area of 32 square feet.

Exterior Building Materials

No building elevations have been prepared, so no evaluation of the exterior materials can be performed.

QUESTIONS

In addition to any issues raised by the analysis above, staff recommends discussing the following questions:

- 1. What is planned for the northern parcel remnant that would not be developed as part of this proposal?
- 2. What types of materials and architectural features are being considered for the apartment building?
- 3. What is the anticipated timing between the construction of phase 1 and phase 2?
- 4. Prior to the construction of phase 2, how would the undeveloped portion of the site be maintained?

ACTIONS 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 on 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.

As submitted, the current concept does not align with some City regulations – primarily with respect to the maximum density allowed on the site, which also relates to the required lot area per unit. Minor questions remain to be addressed around setbacks and landscaping which will be evaluated as more refined plans are developed.

If the applicant chooses to proceed with the project following concept plan review, they would need to seek amendments to the Future Land Use Map in the Comprehensive Plan as well as a Zoning Map Amendment

<u>ATTACHMENT</u>

Concept Plan



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator

FROM: Jessica Rieland, Community Development Director

SUBJECT: Tax Increment Financing (TIF) Application – North Shore Development

Partners

DATE: May 5, 2025

OVERVIEW:

The EDA accepted a purchase agreement from North Shore Development Partners in February for the property located at 3731 Bridge Street NW. Staff also received an application for Tax Increment Financing (TIF) which will be necessary for the developers to move forward with their project. North Shore is proposing to build a 120-unit apartment building and they are ready to move forward with a land use application.

ACTION TO BE CONSIDERED:

- 1. Motion to authorize staff to establish the appropriate public hearing date and submit the required notices.
- 2. Motion to deny the application.

BUDGET IMPLICATION:

Not at this time.

Attachments:

Ehlers Presentation



Tax Increment Financing City of St. Francis

Nick Anhut – Ehlers

Agenda Item #9C.

Tax Increment Financing

- Goals for Tonight's TIF Discussion:
 - Provide overview of Tax Increment Financing
 - Demonstrate that this project has a financial gap
 - Provide look ahead for considerations and next steps



Agenda Item #9C.

Why Invest in Development?

- Primary Objectives:
 - Grow tax base
 - Helps maintain and expand services and amenities
 - Housing diversification and life-cycle options
 - Attract and maintain residents; well-rounded and resilient through economic cycles
 - Attract spillover investment in business and workforce development
- Additional:
 - Enhance city appearance / desirability (your "brand")
 - Development of public infrastructure
 - Increase stability and address public safety
 - Sustainability



MN Property Tax Fundamentals

- Local Levies are independently determined as part of annual budget process
 - Spread out upon the tax base of each jurisdiction measured by tax capacity
- Tax Capacity = Property's Assessed Value x Class Rate (determined by legislature)

Assessed Value		Class Rate		Tax Capacity	
7,740,000	X	Rental (1.25%)	=	\$96,750	

- Local Tax Rate = Adopted Levies / Net Tax Capacity* of jurisdiction's entire tax base
- Sum of Local Tax Rates x a Property's Tax Capacity = the parcel's property taxes
- Adding New Development = levies are spread over a larger pie
 - ✓ Results in lower tax shares for existing taxpayers
- * Certain levies (school operating referenda) applied against property value only



What Is Tax Increment Financing?

- Financing tool designed specifically to encourage certain types of development not reasonably expected to occur without public assistance
- Intended to solve a financial gap in project funding
 - Generally created through a combination of:
 - High Costs particular to a site or development type, and/or
 - Limited market revenues to substantiate private investment
- "But For" the use of public funds, the project is not expected solely through private investment in the reasonably foreseeable future



Agenda Item #9C.

What Is Tax Increment Financing?

- Creates a revenue stream once a property is developed that a municipality can use to help finance development costs
- Captures a portion of local property taxes created by the taxable value of newly developed property
 - "Base Value" remains as part of general tax base
 - Taxable value prior to development continues to fund local needs
 - Does not capture state and fiscal disparities taxes
 - Payable by commercial properties only
 - Does not capture taxes derived from certain school levies
 - New value helps shoulder School Operating Referenda levies



What Is Tax Increment Financing?

- TIF captures <u>new</u> tax capacity created by development within a <u>defined area</u>
- Segregates local taxes attributed to this new tax capacity for use in financing eligible project costs for a <u>limited period of time</u>
- Methods of Financing:

Pay-go

- Most common
- Limits risk to City
- City agrees to make TIF Available for project
- Developer uses pledge to obtain private funding

Revenue Bond

- Monetize future increment through underwriter
- City issues tax-exempt or taxable bonds
- ➤ After construction & paying taxes, or
- **>**Up-front

GO Bond

- Less common; most risk
- Leveraged when there's a major issue to address or cost-effective
- Example: fund public infrastructure supporting development



Types of TIF Districts

Purpose	Assistance	Max Term
Replace Substandard or Obsolete Buildings	Redevelopment TIF Renovation & Renewal TIF	26 16
Affordable Housing	Housing TIF Econ Dev Workforce Housing TIF	26 9
Job & Tax Base Creation	Econ. Dev TIF	9
Environmental Clean-up	Soils TIF District Hazardous Substance Subdistrict	16 TBD



Housing TIF District

- To use TIF, a qualifying rental building must meet defined affordability requirements based on published Area Median Income (AMI) for location, either:
 - 20% of units set aside for households at or below 50% AMI, or
 - 40% of units set aside for those at or below 60% AMI
- Area Median Incomes are determined at the metro level and updated each year

Metro Rental Housing Income Limits by I	Household Size
---	----------------

	1	2	3	4	5	6	7	8
30%	27,810	31,800	35,760	39,720	42,900	46,080	49,260	52,440
40%	37,080	42,400	47,680	52,960	57,200	61,440	65,680	69,920
50%	46,350	53,000	59,600	66,200	71,500	76,800	82,100	87,400
60%	55,620	63,600	71,520	79,440	85,800	92,160	98,520	104,880
70%	64,890	74,200	83,440	92,680	100,100	107,520	114,940	122,360
80%	74,160	84,800	95,360	105,920	114,400	122,880	131,360	139,840



TIF - General Public Process

- ✓ Developer submits concept and land use requests
- Formal notices provided to County and School District
 - Request for comment, but no formal considerations
- Planning Commission review of TIF Plan
 - Provide City Council written opinion whether the assisted project's proposed land use is consistent with City's general plans for development and redevelopment as a whole
- City Public Hearing on establishment of TIF District
 - Council considers a resolution to establish a new TIF District and approve its Tax Increment Financing Plan



Tax Increment Financing Plan

- Regulatory document to memorialize the purpose, type, duration, uses of funds and findings for the TIF District
 - Filed with State Auditor and County
 - Purpose: Development of St. Francis Apartments
 - Location identified by PIDs and/or property legal description
 - Duration: Up to 26 years as qualification are met
 - TIF Plan Budget:
 - Forecast of incremental tax revenue and other associated sources
 - Authorized Uses for eligible TIF Expenses
 - Types of Financing (Paygo, Bonds, Interfund Loan repayment)
 - Sets maximum for Housing, Administrative and/or Interest Costs



Agenda Item # 9C.

Tax Increment Financing – But For Finding

- Council opinion based on reasonable determination
 - Memorialized in TIF Resolution considered after holding the Public Hearing
- Ehlers best practice:
 - Provide financial analysis comparing proposed project to reasonable market and financing assumptions
 - Developer's projections versus industry standards for a comparable project
 - Understand specific limitations to obtaining private funding for the project



Agenda Item # 9C.

Tax Increment Financing – But For Finding

- \$24.24 million Project Development Budget
 - \$202,000 per unit cost estimate
 - Includes \$938,500 in municipal development fees (park dedication and SAC/WAC)
- Understand limitations to private funding: must provide Return on Investment
 - Net Operating Income (NOI) must support mortgage payments as well as returns necessary for equity investment
- Apartment Rent and operating expense must provide 120% debt service coverage
 - Leverages an estimated mortgage amount of \$14.5 million
- > \$9 million in equity needed for remaining cost
 - Project cashflow analysis indicates only 2.4% potential return on investment
 - Short of 7-8% necessary to attract any investment
- Initial analysis suggests approximately \$3 million funding gap
 - Paygo TIF can unlock additional debt proceeds and equity investment



TIF District Analysis

- TIF District: property converted from tax-exempt to residential use
 - Developed site pays property taxes just like any other like development

Annual Property Tax and Tax Increment Calculation						
	Upon Project Stabilization	<u>Notes</u>				
Assessor's Value Estimate:	\$21,000,000	+ 20,775,900 (93x) increase				
Total Property Taxes:	\$282,340	+ 282,340 (site currently exempt)				
Market Value-based Levies	(14,973)	New funding for School Operating Referenda				
Base Tax Capacity Taxes	(2,853)	New funding for Local Jurisdictions				
Annual Gross Tax Increment:	\$264,514					
Less: State Auditor Fee (0.36%)	(952)	Fixed by statute				
Tax Increment to City TIF Fund:	\$263,561					

Projected Tax Increment revenue can fill the preliminary Gap



Agenda Item # 9C.

Tax Increment Financing – But For Finding

Preliminary Analysis:

Estimated Project Sources and Uses							
Sources:	<u>Amount</u>	% of Total	<u>Notes</u>				
Private Mortgage	14,528,000	60.0%	Estimate @ 120% Coverage				
Private Equity	6,100,000	25.2%	Estimate				
Deferred Developer Fee Equity	500,000	2.1%	50% of Total Fee				
TIF Note	3,100,000	12.8%	Estimate				

- TIF Note pledge allows developer to leverage additional debt proceeds to offset the amount of investor equity required
- Projected initial equity returns increase from 2.4% to 5%
- Remaining return target obtained from value engineering, project cost reductions, and / or operating income growth



Other Considerations

- New local housing product
 - Diversification of housing stock attracts growth and reinvestment
 - Affordable workforce option
- Converts tax-exempt property to a taxable use
 - √ 2.8% increase to City's tax base
 - ➤ Initially, \$18,000 offset to local annual tax burden (currently \$0)
 - ➤ Majority of existing taxpayer benefit deferred until TIF expires
- Provides \$938,500 in development fees to City (utility funds)
 - ✓ Adds new utility users (4% increase to equivalent units)
 - ✓ \$115,000 to 135,000 in additional annual utility fund revenue



Agenda Item # 9C.

Potential Agreement – Summary of Terms

- Typical developer requirements:
 - Developer acquires and develops the site under conditions imposed by land use approvals
 - Responsible for obtaining all private funding to be used for the project
 - Commencement and completion deadlines
 - Provide final cost certification upon completion
 - Manage and operate 120-unit apartment building
 - Certify affordable unit compliance, property in good standing and timely payment of taxes as conditions for annual TIF Note payment
- Typical City/EDA requirements
 - √ Convey property
 - ✓ Establish and Certify the TIF District
 - ✓ Issue Paygo TIF Note sized to gap amount to reimburse developer's verified actual housing expenditures
 - Note payable only from a designated % of increment verified after receipt of taxes
 - accrues interest and payable up to a set principal amount and term
 - ✓ Annual Financial Reporting to Office of State Auditor



Let's Talk!

Agenda Item # 9C.







CITY COUNCIL AGENDA REPORT

TO: St. Francis City Council

FROM: Beth Richmond, Planner

SUBJECT: Rivers Edge 8th Addition

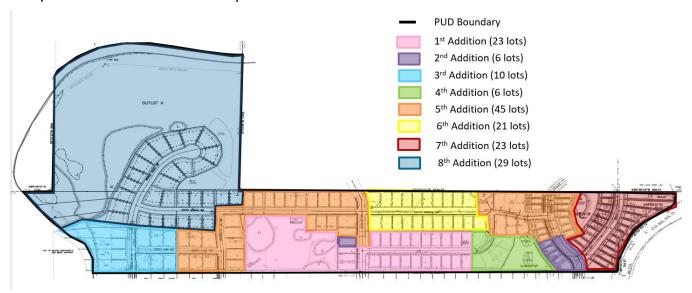
DATE: May 5, 2025

APPLICANT: Dale Willenbring, St. Francis Land Development, LLC

LOCATION: Outlot A, Rivers Edge 2nd Addition and Outlot A, Rivers Edge 5th Addition

OVERVIEW:

Dale Willenbring of St. Francis Land Development, LLC has submitted an application for the review of the final plat and plans for the 8th Addition of the Rivers Edge subdivision. The Rivers Edge development was first approved in 2018. The 8th Addition will be the final phase and will complete build out of the development.



The 8th Addition of the Rivers Edge development was preliminary platted in October 2022 and includes 29 single-unit lots in the northwest area of the site. This Addition will also include the extension of 237th Ave NW and Vintage St NW in the general alignment as approved by the preliminary plat.

The 8th Addition is proposed to be located on land that is currently described as Outlot A of the Rivers Edge 2nd Addition and Outlot A of the Rivers Edge 5th Addition. Drainage and utility easements over these outlots that were established as part of the 2nd Addition and 5th Addition final plats were vacated in October 2022.

Staff, Engineering, and Legal have reviewed the 8th Addition final plat and plans and find the documents to be complete, substantially conforming to the approved PUD Development Plan and preliminary plat, and ready for approval.

ACTION TO BE CONSIDERED:

Staff recommends approval of the final plat request. Council is asked to review the final plat and plans for the 8th Addition of Rivers Edge and take action.

Suggested Motion:

1. Move to adopt Resolution 2025-28 approving the final plat and plans of the 8th Addition of the Rivers Edge subdivision with conditions and findings of fact as presented by Staff.

ATTACHMENTS:

- Draft Resolution 2025-28
- April 29, 2025 Engineering Memo
- Applicant Submittals

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

RESOLUTION 2025-28

A RESOLUTION APPROVING THE FINAL PLAT AND PLANS FOR THE 8^{TH} ADDITION OF THE RIVERS EDGE SUBDIVISION

- **WHEREAS**, the applicant, Dale Willenbring on behalf of St. Francis Land Development LLC, has requested final plat approval for the 8th Addition of the Rivers Edge subdivision; and
- **WHEREAS,** the property is legally described as Outlot A, Rivers Edge 2nd Addition and Outlot A, Rivers Edge 5th Addition; and
- **WHEREAS**, the PUD Development Plan and preliminary plat were approved by the City Council on October 17, 2022; and
- **WHEREAS**, the final plat and final plans are in substantial conformance with the approved PUD Development Plan and preliminary plat; and
- **WHEREAS,** the City Council of the City of St. Francis on May 5, 2025, considered the final plat and final plan documentation.
- **NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of St. Francis hereby approves the final plat and associated documents for the 8th Addition of the Rivers Edge subdivision based on the following findings of fact:
 - 1. The proposed final plat is consistent with the Comprehensive Plan and conforms to the City subdivision code with conditions.
 - 2. The proposed plans for the 8th Addition are in substantial conformance with the approved PUD Development stage plan and preliminary plat with conditions.

BE IT FURTHER RESOLVED that the approval of the final plat and plans for the 8th Addition of Rivers Edge shall be subject to the following conditions:

- 1. Build out of the Rivers Edge PUD shall be in accordance with all applicable conditions of the PUD Development Plan approval.
- 2. All conditions listed in the Engineer's Memo dated April 29, 2025 shall be satisfied.
- 3. New drainage and utility easements meeting Code requirements are established by the approved final plat.
- 4. Applicant shall execute and submit a Development Agreement with terms acceptable to the City Attorney.
- 5. All necessary permits as may be applicable must be provided to the City before activity begins and/or before building permits are issued for individual lots.

- 6. The applicant shall be responsible for all costs associated with the final plat application.
- 7. All fees and financial obligations shall be received by the City prior to the releasing of the final plat for recording.
- 8. The applicant shall record the final plat and plans with the County Recorder following the procedure specified in City Code section 11-36-05.

Approved and adopted by the City Council of the City of St. Francis on the 5 th day of May, 2025	Approved and adopted by the	City Council of the	City of St. Francis o	on the 5 th day o	f May, 2025
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	Mark Vogel, Mayor
Attest: Jenni Wida, City Clerk	Dated

DRAFTED BY: **HKGi** 800 Washington Ave N, Suite 207 Minneapolis, MN 55401

Review No. 1



for City of St. Francis by Hakanson Anderson

Submitted to: City of St. Francis

cc: Kate Thunstrom, City Administrator Paul Carpenter, Public Works Director

Jessica Rieland, Community Development Director

Beth Richmond, City Planner Craig Jochum, City Engineer

Marty Campion, Campion Engineering Services

Dale Willenbring, Developer

Reviewed by: Shane Nelson, Assistant City Engineer

Date: April 29, 2025

Proposed

Project: Rivers Edge 8th Addition

Street Location: Vintage Street NW and 237th Ave NW

Applicant: Rivers Edge Land Development LLC

Owners of Record: St. Francis Land Development LLC

Jurisdictional Agencies: City of St. Francis, MPCA, Anoka County

(but not limited to)

Permits Required: City Approval, NPDES Construction Permit, Sanitary

(but not limited to) Sewer Extension Permit, MDH Water Extension

INFORMATION AVAILABLE

Stormwater Management Plan for Rivers Edge 8th Addition, dated 8/17/2022, prepared by Civil Methods, Inc.

Final Plat for Rivers Edge 8th Addition, 3 Sheets total, prepared by Westwood Professional Services inc.

Rivers Edge 8th Addition Grading Plans, dated 4/08/2025, prepared by Campion Engineering Services, Inc.

Rivers Edge 8th Addition Plans, dated 4/08/2025, prepared by Campion Engineering Services, Inc.

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

STREETS

- The proposed development will receive its access via existing local City streets.
 The proposed street layout is consistent with the approved preliminary plat and is acceptable to City staff.
- The crest vertical curve located at station 3+25 of 237th Avenue NW does not meet the design speed of the road. The vertical curve shall be revised such that it meets a 30-mph design speed.

SEWER AND WATER UTILITIES

- 1. The Sanitary Sewer is proposed to be extended from Vintage Street NW to the north and along 237th Ave NW. The design of the sanitary sewer is acceptable to City staff.
- 2. The watermain is proposed to be extended from Vintage Street NW to the north and along 237th Avenue NW. The design of the watermain is acceptable to City staff.

STORMWATER

1. The stormwater from the development is proposed to be managed with two stormwater treatment basins located in Outlot A, north of 237th Avenue NW and east of Vintage Street NW. The design of the stormwater management system is acceptable to City staff.

OTHER

- 1. This project will disturb more than 1 acre of land and the applicant is advised that a NPDES CSW Permit shall be obtained from the MPCA.
- 2. Please submit Project Specifications for review and approval. The specifications shall include Sewer / Water Utility Trace Wire Specifications as published by the Minnesota Rural Water Association.

SUMMARY AND/OR RECOMMENDATION

We recommend approval of the Final Plat subject to the comments herein and subject to the Developer entering into a Development Agreement with the City.

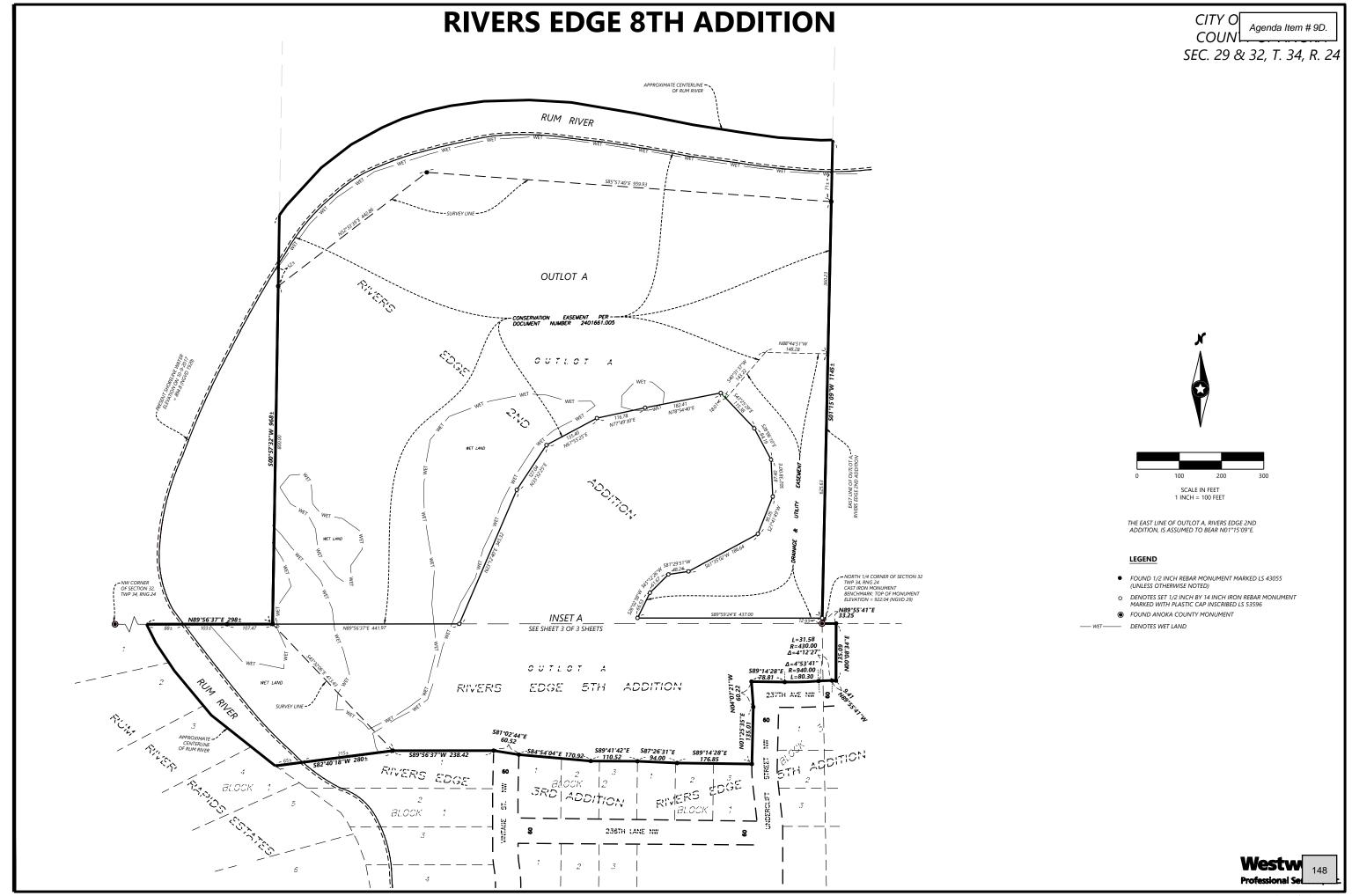
RIVERS EDGE 8TH ADDITION

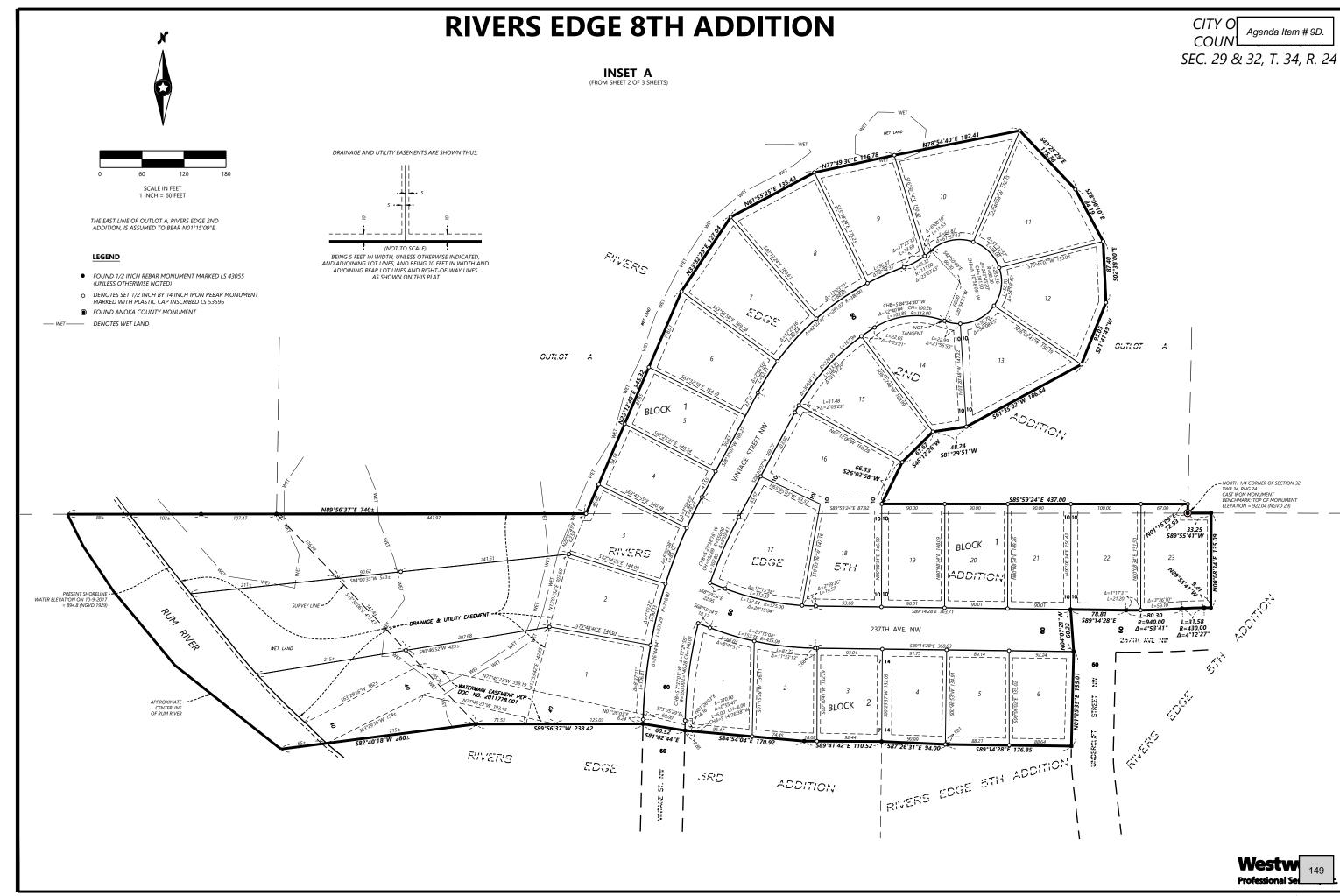
CITY Of Agenda Item # 9D.

SEC. 29 & 32, T. 34, R. 24

KNOW ALL PERSONS BY THESE PRES	SENTS: That St. Franci:	s Land Development, LL	C, a Minnesota limited	liability company, owner of the	following described pr
Outlot A, RIVERS EDGE 2ND	ADDITION, Anoka Col	unty, Minnesota, accord	ling to the record plat to	hereof.	
AND					
Outlot A, RIVERS EDGE 5th A	ADDITION, Anoka Cou	nty, Minnesota, accordi	ng to the record plat the	ereof.	
Has caused the same to be surveyed drainage and utility easements as cre		RS EDGE 8TH ADDITIO	N and does hereby dec	dicate to the public for public u	ise the public ways and
In witness whereof said St. Francis La	and Development, LLC,	, a Minnesota limited lia	bility company, has cau	used these presents to be signe	ed by its proper officer t
day of	, 20				
		St. Francis Land	Development, LLC		
		Ву			
		Its			
STATE OF	_				
COUNTY OF	_				
This instrument was acknowledged I	before me this	day of	, 20	by	, its
(Signa	ature)			(Name Printed)	
Notary Public,	County,				
My Commission Expires					
I Mathew J. Welinski do hereby certin Minnesota; that this plat is a correct monuments depicted on this plat ha Section 505.01, Subd. 3, as of the da	representation of the ve been, or will be cor	boundary survey; that a rectly set within one ye	ll mathematical data an ar; that all water bound	nd labels are correctly designate aries and wet lands, as defined	ed on this plat; that all in Minnesota Statutes,
Dated this day of		20			
Mathew J. Welinski, Licensed Land S Minnesota License No. 53596	Turveyor				
STATE OF MINNESOTA COUNTY OF HENNEPIN					
This instrument was acknowledged by	before me this	day of	, 20	0 by Mathew J. Welins	rki.
(Sign	nature)			(Name Printed)	
Notary Public,		nesota			
My Commission Expires					

CITY COUNCIL, CITY OF ST. FRANCIS, WIIN	IVESUTA			
This plat of RIVERS EDGE 8TH ADDITION this day of	N was approved and accepted by t , 20, and said pla	he City Council of the C tt is in compliance with	City of St. Francis, Minnesota a the provisions of Minnesota S	t a regular meeting thereof held Statutes, Section 505.03, Subd. 2.
CITY COUNCIL, CITY OF ST. FRANCIS, MIN	INESOTA			
Mayor		Clerk		
COUNTY SURVEYOR				
I hereby certify that in accordance with M		Subd. 11, this plat has	been reviewed and approved	this day of
	, 20			
David M. Zieglmeier, Anoka County Surve	yor			
COUNTY AUDITOR/TREASURER				
Pursuant to Minnesota Statutes, Section 5	:05.021, Subd. 9, taxes payable in th	ne year 20 on the l	and hereinbefore described h	ave been paid. Also, pursuant to
Minnesota Statutes, Section 272.12, there	are no delinquent taxes and transfe	er entered this	day of	, 20
Property Tax Administrator				
Ву	, Deputy			
COUNTY RECORDER/REGISTRAR OF TITLE County of Anoka, State of Minnesota	TS .			
l hereby certify that this plat of RIVERS E day of, 20, 2	DGE 8TH ADDITION was filed in to at o'clockM. and wa.	he office of the County s duly recorded as Doc	Recorder/Registrar of Titles found in the second research second in the second research r	or public record on this
County Recorder/Registrar of Titles				
_				







Community Development

Quarterly Report of January - March 2025

Economic Development

Bridge Street Corridor:

- 3731 Bridge Street The EDA accepted a purchase agreement from North Shore
 Development Partners in February. Staff also received an application for Tax Increment
 Financing (TIF) which will be necessary for the developers to move forward with the project.
 Both applications will be reviewed by the City Council in May. North Shore is proposing to
 build a 120-unit apartment building.
- 3765 and 3757 Bridge Street will gain access off a new city street with the Woodbine N
 extension. This will make the properties more marketable for future development and reduce
 the number of access points off Bridge Street.
- 3645 and 3631 Bridge Street, also known as the St. Francis Hardware Store and Rum River Inn were listed for sale in March for 1.6M. The owners are hoping to sell all parcels together.
- 3503 Bridge Street was purchased in 2024 and the new owners are preparing for phase one of the development which is a three-tenant commercial building.

Hwy 47 Corridor:

- Vista Prairie is currently on schedule to open this fall and exciting progress has been made on-site. The roofing on the third floor of the independent living apartments is complete and the windows have been installed in all assisted living, memory care, and care suite apartments.
- The First Baptist Church of St. Francis has been working on obtaining their MnDOT permits so they can begin construction on the expansion project. They are planning to build a new church auditorium that will be tied into their existing facility. The new addition will be approximately 6,400 square feet. The project includes a new free-standing sign that will be replacing the existing one and also includes an expansion of the parking lot to provide 66 new stalls.

Farmers Market

• Staff is preparing for its third annual Farmers Market season. This year, the vendors will be moved out of the parking lot and into Community Park to allow for continued growth. The food trucks will remain in the Community Park parking lot. The city and community tables will be located in the park pavilion and Staff has planned a special event for each month.

Chamber of Commerce

- Staff have remained active in the Chamber with Jodie Steffes serving as the primary City liaison.
- Ms. Steffes volunteered at the St. Francis Area Chamber of Commerce Annual Dinner on Friday, January 31. The event was sold out this year with record attendance.
- Ms. Steffes also volunteers for the Pioneer Days parade and where ever help is needed.

Economic Development Authority (EDA)

The EDA held a meeting on February 19, 2025. At the meeting, there was a public hearing for the land sale of 3731 Bridge Street NW. This property was acquired by the EDA in 2019 to address blight and to create a housing redevelopment site. Since that time staff has worked with developers on concepts related to townhomes and multi-unit buildings. This site has proven to be a challenge for townhomes due to the cost of the infrastructure but it has shown to have adequate space for a multi-family building.

Over the last 24 months, the EDA has entered into a letter of intent with North Shore Development Partners as they worked through site information, surveys, and financing discussions. This project is ready to move forward with a land use application and therefor entered into a purchase agreement with the EDA.

Land Use Development

Staff maintain an ongoing list of all of the platted vacant lots in the city to identify potential future growth and help direct interested builders to areas of the city. To date, there are an estimated 44 lots remaining with water and sewer connections and 34 lots remaining that would be on private well and septic.

After taking a closer look at the existing use of these vacant parcels and their surrounding characteristics, staff would further describe the lots as shown in the table below.

	Buildable	Owned by neighbor	Requires Subdivision	Owned by a Builder	Other	Total
Sewer and Water						
Commercial	5					5
Residential	39	1		31	7	39
Well and Septic						
Residential	34	7		1	7	32
Total	78	8		32	14	76

Residential Development

The following developments or construction projects are currently under review:

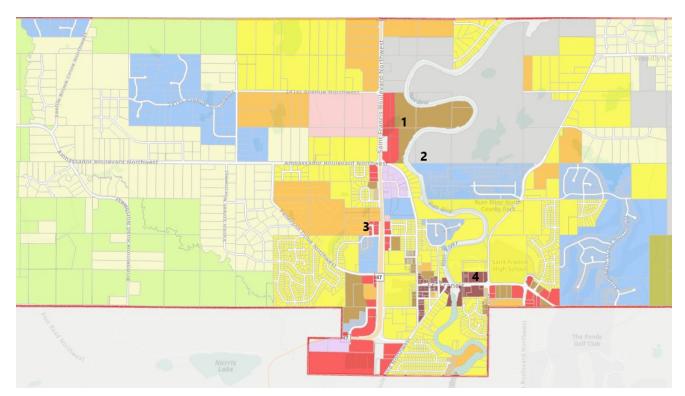
- 1. The Bluffs of Rum River The Preliminary Plat, Comprehensive Plan Amendment, and rezoning for "The Bluffs" was completed in 2022. This development will provide 302 additional housing units including single family, villas, townhomes and an apartment building. This development is located at the NE intersection of Hwy 47 and Ambassador Blvd and extends to the Rum River and 241st Ave NW. Staff reopened conversations with a new developer during the first quarter of 2025, and they are preparing to submit a final plat application.
- **2. Rivers Edge Development** The final plat application for the 8th (and final) Addition has been received. This addition will provide 29 lots in the water and sewer district.

Commercial Development

The following developments or construction projects are currently under review:

- 3. 23340 Cree Street The old City Hall building was listed for sale in March and received two offers.
- **4. 3503 Bridge Street** The Rum River Preserve of St. Francis PUD is preparing to break ground on phase one of the development, which is a three-tenant commercial space.

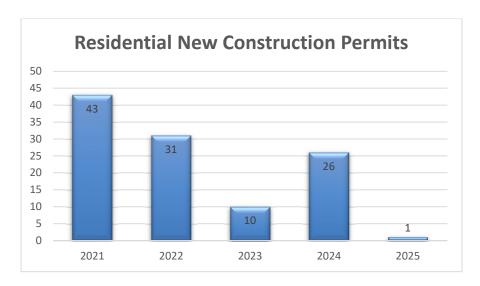
Zoning Map with Projects Labelled by Number



Building Department

The City issued 1 new construction permit in quarter 1 of 2025. This is ahead of the Q1 total in 2024 which was 0. Staff believes these numbers reflect both the increase in interest rates and construction cost.

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



The city has processed 103 permits to date, with 34 of the permits being over-the-counter permits with a flat fee. Permit revenue is based on both over-the-counter permits 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 Inspection Services.



Code Enforcement

Staff continues to respond to code enforcement complaints with 11 properties being in active code enforcement in Q1. The most common violations are for parking in the yard, and junk and debris.

Rental and Vacant Program

All rental licenses for addresses ending in odd numbers were up for renewal this year. Most properties have required multiple corrections, and the licenses are taking longer to process this year due to the State requiring tax IDs or social security numbers from landlords/homeowners. The rental program is primarily coordinated by Jodie Steffes with inspections being conducted by Phil Dahlheimer.

The city has six reported vacant buildings and they are all single-family residences.

Planning Commission

The Planning Commission met once in the first quarter, in January. At that meeting, the planning commission reviewed a code revision for Solar Energy Systems and recommended approval of the changes.

The Planning Commission currently has one vacancy and Staff recently received two applications. An interview will be scheduled for both applicants.

Anoka County Regional Economic Development (ACRED)

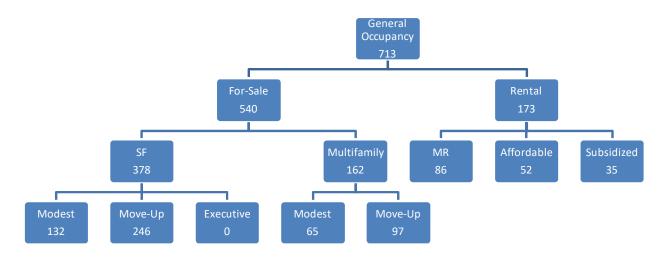
Housing is regional in nature and not restricted to jurisdictional boundaries. Therefore, it is relevant to take into consideration the study Anoka County completed in December, 2023, that illustrates the Comprehensive Housing Needs for Anoka County, Minnesota.

As of publication, the County needed 18,000 more housing units by 2030. They estimate that less than half that amount will be created given current economics. The demand figures in the study are under the presumption that all cities in the county fulfill their respective figure. Under-production in other communities around Anoka County increases availability of tenants in St. Francis. To what extent is unknown, but practical applications of this data would lead us to believe that St. Francis can support more units than what's indicated simply because the county as a whole is not keeping pace.

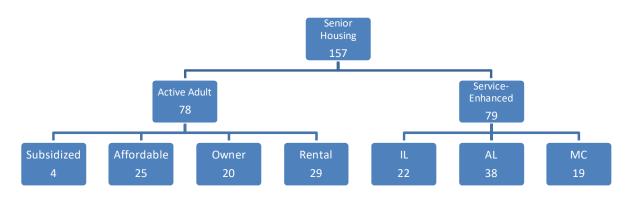
St. Francis Recommendations

St. Francis is projected to add 623 households between 2023 and 2030 and another 1,000 households between 2030 and 2040. There is strong opportunity to significantly diversify the housing stock in St. Francis to accommodate a wide variety of housing units among various market segments.

St. Francis Projected General Occupancy Demand, 2023 – 2030



St. Francis Projected Senior Demand, 2030



Note: Because households are mobile and are willing to seek out various housing products in adjacent communities, these demand figures may experience fluctuations.

<u>For-Sale Housing</u>: St. Francis has 67 vacant developed lots and 214 future lots. Demand is identified for 540 single-family and owned multifamily units from 2023 to 2030. Given the current lot supply, additional lots will need to be developed to meet the projected demand over the next six years. We anticipate some slowdown in demand resulting from current high mortgage interest rates. If demand accelerates in the next couple of years, then additional lots may be needed to accommodate demand to maintain a three-year lot supply.

Rental Housing: There is demand for 173 rental units from 2023 to 2030 and another 345 rental units from 2030 and 2040. All types of rental units are needed in St. Francis, but rent levels remain low. It will be difficult to development new rental housing without a public-private partnership.

<u>Senior Housing</u>: Demand is identified for a limited number of active adult and service-enriched senior housing to 2030. We recommend focusing on products targeted to meet demand for the active adult segment. Service-enriched housing can be considered in smaller freestanding buildings for assisted living and memory care.