



CITY COUNCIL REGULAR MEETING

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

Monday, August 01, 2022 at 6:00 PM

AGENDA

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CONSENT AGENDA**
 - A. Minutes - July 18, 2022
 - B. Anoka County to Expand Broadband Services
Resolution 2022-38 Offering Support to Anoka County to Expand Broadband Services in the City of St. Francis
 - C. Woodbury Park Gazebo Railing
 - D. Ambassador Float Agreement - Updated
 - E. Demolition RFP, acceptance and award - 23115 Ambassador Blvd
 - F. Water Wastewater Systems Operator Resignation/Replacement
 - G. Erkium Street Encroachment Agreement – Baldwin Family
 - H. Siwek Park Improvements – Pay Estimate No. 1
 - I. Payment of Claims
- 5. MEETING OPEN TO THE PUBLIC**
- 6. SPECIAL BUSINESS**
- 7. PUBLIC HEARING**
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - A. Comprehensive Plan Amendment - Platinum Land
Resolution 2022-39 A resolution approving a comprehensive plan amendment at 23925 St. Francis Blvd NW and authorizing submission of the amendment to the Metropolitan Council for review.
 - B. Interim Ordinance- THC Products - First Reading
Ordinance 298 - Interim Ordinance Prohibiting the Sale, Testing, Manufacturing and Distribution of THC Products, First Reading
 - C. Restricted Water Ordinance
Ordinance 299 - Adding section 14 to Chapter 8 of the City Code - Safety Restrictions on Public Access to Water or Wetlands, First Reading
- 10. MEETING OPEN TO THE PUBLIC**
- 11. REPORTS**
- 12. COUNCIL MEMBER REPORTS**
- 13. UPCOMING EVENTS**
 - August 2 - National Night Out - Community Park 4:00-7:30
 - August 9 - Primary Elections
 - August 15 - City Council Meeting
 - September 6 - City Council Meeting
- 14. ADJOURNMENT**

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
St. Francis Area Schools District Office 4115 Ambassador Blvd. NW
July 18, 2022
6:00 p.m.

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

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

2. **ROLL CALL**

Members Present: Mayor Steve Feldman, Councilmembers Robert Bauer, Kevin Robinson, Sarah Udvig, and Joe Muehlbauer (attended remotely).

Also present: City Administrator Kate Thunstrom, Deputy Administrator/ City Clerk Jenni Wida, Community Development Director Colette Baumgardner, Finance Director Darcy Muvihill, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), City Planner Beth Richmond (HKGi), Fire Chief Dave Schmidt, Police Chief Todd Schwieger, City Engineer Craig Jochum (Hakanson Associates, Inc.), Public Works Director Paul Carpenter, and Liquor Store Manager John Schmidt,

Mayor Feldman welcomed Colette Baumgardner, the new Community Development Director to the City Staff.

3. **APPROVAL OF AGENDA**

MOTION BY: BAUER SECOND: ROBINSON APPROVING THE REGULAR CITY COUCIL AGENDA

A roll call vote was performed:

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

Motion carried 5-0

4. **CONSENT AGENDA**

- A. City Council Minutes - July 5th, 2022
- B. Fire Department Policy Update - Drill Attendance Section 1.7
- C. Siwek Change Order Request

D. Payment of Claims

MOTION BY: UDVIG SECOND: MUEHLBAUER APPROVING THE CONSENT AGENDA ITEMS A-D.

A roll call vote was performed:

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

Motion carried 5-0

5. **MEETING OPEN TO THE PUBLIC**

Mayor Feldman asked if anyone wanted to come forward. There was no one.

6. **SPECIAL BUSINESS**

7. **PUBLIC HEARINGS**

A. **CIP 2023-2027 Hearing and Approval**

Finance Director Darcy Muvihill reviewed the staff report on the Capital Improvement (CIP) for the years 2023-2027.

Mayor Feldman opened the Public Hearing at 6:03 p.m.

Mayor Feldman asked if it is for the years 2023-2027. Mulvihill confirmed this.

Bauer commented the agenda says 2022-2026. Mayor Feldman replied that is what he was reading.

Mulvihill replied sorry that was a mistake.

There being no public comment, Mayor Feldman closed the Public Hearing at 6:05 p.m.

Mayor Feldman commented he was very glad they attached the Plan-it software to the Capital Improvement Plan. He stated that is good because of what he calls the three W's. It tells what is needed, why it is needed and when it is needed and that is a good thing. He stated that is what Plan-it software does, is make a map to tell when, for example a plow truck what it is, when it is needed. He thought those were scheduled out for 2039 that there will be a plan on how to finance that without

going into the taxpayers pocketbooks. He commented he thought it is a good plan and stated he looked over the Capital Improvement himself and thought it was pretty well justified on all ends. He stated they are only approving the plan.

Mulvihill replied no, any improvement or purchase would come back to Council.

Mayor Feldman commented this is just the plan which can be changed.

Mulvihill reminded Council at the last meeting the change was approved in the Enterprise fleet management so that will be adjusted moving forward as they start using that program.

Mayor Feldman replied right, even though they are approving this it can be adjusted over the years because things do change during the given time frame. He asked for Council comment.

Bauer asked for clarification on sentence number two. He read "water and sewer \$20,000 each per year and for 2020 which is two years ago \$280,000 from the general levy." He asked if that is a fair statement or if that is supposed to be a different year.

Mulvihill asked if that was in the agenda report. Bauer replied it was on page 49.

Mulvihill replied she pulled up the old one so that is 2023 instead of 2020.

MOTION BY: BAUER SECOND: ROBINSON APPROVING THE CAPITAL IMPROVEMENT PLAN FOR 2023-2027.

A roll call vote was performed:

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

Motion carried 5-0

8. **OLD BUSINESS – NONE**

9. **NEW BUSINESS**

A. **Park Plan System- HKGI**

Gabrielle Grinde, HKGi gave a presentation on the park plan system including existing conditions, results of a needs assessment, development and recommendations, and implementation.

Mayor Feldman asked if the 40 acres Ms. Grinde had referred to in her presentation was the Roanoke 40. City Administrator Thunstrom replied correct. Mayor Feldman asked if it was correct that they are hoping to get City sewer and water there. City Administrator Thunstrom replied correct.

Mayor Feldman asked if Council had any questions.

Robinson referenced the original survey that was done a year to a year and a half ago and asked how many respondents there were, if it was under 100. Grinde replied she didn't have the number but she thought it was a couple hundred.

Robinson commented that is higher than he had thought. He thought he had seen 85 or 90. Ms. Grinde replied there were in person surveys and online surveys that were over 200 when they were combined. She added not every survey had every question filled out so each question had a different number of responses.

Muehlbauer commented he appreciated the work that went into this and is looking forward to seeing how they are going to implement this through stages.

Robinson commented this is very thorough and looks very nice. He stated they will need to look at prioritizing for implementation. He stated Community Park seems to have a lot of traffic now and be a good gathering spot. The other parks he suggested speaking with neighbors directly to determine usage and get feedback. He also thought volunteer labor could be sought through this as well.

Bauer agreed with Robinson and added implementation and paying for it an issue. He suggested prioritizing the needs versus wants to ensure the benefit now versus the future outlook as far as sporting events. He suggested looking at what they really want to pay for now, looking at the future and prioritizing it.

Udvig commented it looks great and would love to see it come to fruition. She stated she knew that it would take some time. She liked Robinson's idea of pushing volunteerism. She stated she understood the work behind keeping up the parks. She stated the pieces of park equipment is expensive so being mindful of the materials being used for ease of maintenance and that seating is comfortable.

Mayor Feldman explained there are three things that draw people to move to a town or build in it. First is the school district, second is parks and trails, and third is amenities. He stated as a Council they don't have control over the school board but they do over the other items, promoting the City for growth and parks and trails. He stated the plan is a very good plan. It spells out a lot but as they know as Councilmembers and taxpayers everything has to have a priority to it. He stated they are not going to be coming up with a \$5 million bond to do all these things in a year that is not going to happen. He stated what they could do is get the funding process in place and work out a plan to do that as they did with the road program

by putting some seed money into it and then put funding in on a continuous basis through the levy that they get from Anoka County. He stated they will do that as a Council at a Work Session. He stated this plan is a good direction. He asked how much of it will be implemented over the next five years, and answered only time will tell as they get the money to finance it. He stated the key will be to prioritize what is really wanted right now versus later on. He stated there is always a wish list of what is wanted in life, such as Mercedes, but if you can't afford it, you drive a Chevy until you can get the Mercedes and that is what they will do here. He stated they started out with the plan which is a good process for a good direction for 20 to 25 years out but they aren't going to break the bank or the tax payer's backs to pay of this all at once. He stated it will be paid for over time. He stated they all know without maintaining and paying for the parks they have this plan is only a piece of paper. He stated as a Council they have to work together with the Staff to come up with a way to finance and a continuous revenue to give the public what they want in the order they can do that.

Mayor Feldman asked if Staff was looking for a motion to adopt at this time. City Administrator Thunstrom replied since there aren't any changes Council could adopt and then the draft will be finalized. Ms. Grinde agreed.

Mayor Feldman asked if that was agreeable to Council at this time.

MOTION BY: UDVIG SECOND: MUEHLBAUER TO ADOPT HKGI'S PARK PLAN FOR THE PARKS AND THE SYSTEM ST. FRANCIS HAS.

A roll call vote was performed:

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

Motion carried 5-0

B. Meadows of St. Francis 4th Addition - Minor Subdivision
Resolution 2022-37 approving the minor subdivision for the Meadows of St. Francis 4th Addition with conditions and findings of fact as presented by Staff

City Planner Beth Richmond gave a presentation on the subdivision request for the 4th addition of the Meadows of St. Francis. She noted a revision to condition number eleven, an adjustment to the timeline to allow for comments from Mn/DOT.

Mayor Feldman asked if the applicant is the owner of the land or is it Dollar General. Richmond replied no, the applicant that submitted the request is Dollar General, or their representative, and the owner has signed off on the application.

Mayor Feldman asked if Dollar General wants the City to do three more lots on top of the lot they have. He asked what the thinking was behind that and what they want to do with these lots. Richmond replied as far as she is aware after talking to the property owner is that the property owner is working with different entities to try to fill up those lots, not Dollar General. She deferred to the representative.

Stan Delio representative from Dollar General from 13 11th Avenue N, St. Cloud, came to the podium to answer questions.

Mayor Feldman stated he was curious about that. He stated more retail in the area is something they are looking forward to but asked how this is being handled. He asked if Dollar General would be the owners of those three lots. Stan replied no, Dollar General has nothing to do with the three lots, nor will they in the future. The reason they decided to plat the three lots was the current land owner that owns the entire parcel suggested, he believed they have a proposed tenant on the land for another retail store, so he asked the engineering firm to plat the whole thing since they are platting another piece.

Mayor Feldman asked who will own the land until it is sold. Stan replied the current land owner will. Mayor Feldman stated he will own lots two, three and four. Stan replied exactly. Mayor Feldman continued lot one was sold to Dollar General. Stan replied yes. Mayor Feldman asked if the idea came from the owner or Dollar General. Stan replied from the owner of the property.

Mayor Feldman asked how many acres does he have besides these four lots available. Richmond replied the entire site is 10.6 acres, the northern most lot is about two.

Mayor Feldman commented the way it is totaled it is 10.6 acres. Richmond confirmed this.

Mayor Feldman asked if these four lots equal that land there. Richmond replied correct.

Mayor Feldman asked if Staff and Council recalled when the owner came to them and they wanted to put a corn field on it and they said no. And then the City suggested having a farmer's market on that land, which they thought was better than corn. So now it has come to a point where the owner is actually platting this out to develop in a retail and commercial way. Stan replied yes.

Mayor Feldman replied that is conducive to the City's thinking.

Stan stated the intention was to plat it out and sell the lots for retail development. There is one perspective entity coming in and a second is in discussions. He stated the platting is being done basically for free but it makes sense to do it at the same

time.

Mayor Feldman replied he liked that because they had talked to the owner about it and he was going to rent it out for a while for corn and the City didn't think it fit the desire for along 47. And they had mentioned to the owner about having a farmer's market or some other retail it sounds like because of Dollar General coming in and picking up the cost he is willing to move forward with it. He stated he liked the concept. He asked for Council comment.

Bauer commented he remembered the previous lot and the jog out had something to do with parking or snow removal. He asked how lot one work now.

Richmond replied he was correct, there is a parking lot in the southwest corner and that is why the job is moved to the south to allow room for that parking lot. So now, by moving the eastern part of that line farther south, only provides more space.

Bauer asked if they aren't moving the left side up, they are moving the right side down. He stated he was confused because in looking at the picture the lines match it looks like they are getting rid of the left. He remembered there was some reason why. Richmond replied it wasn't to scale.

Mayor Feldman commented it actually contributes more parking.

Bauer agreed it gives more parking which he liked.

Richmond stated it gives more space, the parking lot isn't proposed to be expanded as a part of this but it gives more space on the site.

Mayor Feldman commented it looks good.

Robinson commented he was excited about the potential of expanding a commercial site. He asked if the town will support two Dollar Generals. Stan replied he didn't know. He stated he has asked but didn't get a response.

Mayor Feldman commented he was very pleased because the land has set idle for many years now and the fact that it can be split up into four commercial lots fits right in with the change for 47 and hopefully what that will do for the City in bringing more revenue to the City.

MOTION BY: ROBINSON SECOND: BAUER TO ADOPT MEADOWS OF ST. FRANCIS 4TH ADDITION MINOR SUBDIVISION RESOLUTION #2022-37 APPROVING THE MNOR SUBDIVISION FOR THE MEADOWS OF ST. FRANCIS 4TH ADDITION WITH CONDITIONS AND FINDINGS OF FACT AS PRESENTED BY STAFF.

A roll call vote was performed:

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

Motion carried 5-0

10. MEETING OPEN TO THE PUBLIC – NONE

11. REPORTS

A. Fire Department- June Report

Fire Chief Dave Schmidt gave the Fire Department's June Report and reviewed the staff report highlighting response time goals being met, 74 calls for service during the month including 57 for EMS, and a busy month for fire inspections with 16 for the month.

Mayor Feldman commented it was a good report, very clear, concise and easy to follow. He suggested naming the new City Hall/ Fire Station to EMS and Fire Department Services because it has changed a lot throughout the country and isn't just fire anymore. He cited the staff report with 57 EMS call and 17 for Fire, which he is glad there are less fires. He stated it seems to him that Fire Departments are becoming more Emergency Medical Services than anything else. He commented it was nice to see just a couple of COVID related runs and that the inspections are increasing which is good. He asked if there is any news on the truck.

Schmidt replied it should arrive in Rochester tomorrow where they will do radio and discharges. It will then go up to Ham Lake for smaller maintenance issues. He stated hopefully they will have it in the station in the next two weeks.

Mayor Feldman asked who all went down for the check. Schmidt replied Captain Sturzl, Firefighter Brent Wentworth, Firefighter Zach Goers, himself and Assistant Chief Lawrence.

Mayor Feldman commented the group did a good job. Schmidt agreed adding they couldn't have been happier.

Mayor Feldman stated they timed that out perfectly because if they had bought that truck today they would be spending at least \$300,000 more for that same vehicle. He stated sometimes things work on the City's behalf. He asked for Council feedback.

Robinson commented it was nice to see fire inspections up and asked why they are almost double from last year.

Schmidt replied it took time to get through COVID stuff. He stated this year a lot of the restaurants fell in the summer. He stated a lot of the restaurants weren't open to capacity or still weren't open to full capacity last year so that is why there is a difference this year.

Robinson asked what the reception has been as they are making the rounds. Schmidt replied in other cities he has worked in it can be a point of consternation but that hasn't been an issue here.

Robinson asked if the fire department has found anything that is astonishing to either the owner or themselves. Schmidt replied very minor things, nothing that took them by surprise. He stated the most thing could be corrected in a short amount of time. He stated they have had 100% compliance on corrective actions.

Robinson asked if insurance companies get involved and if the Fire Department is asked to communicate with them. Schmidt replied very little, if any.

Robinson replied that can be good or bad. Schmidt replied correct adding insurance companies like to know what's happening up front and then they relax but when businesses are open they want to see those compliance checks as a part of their insurance policy. He stated there isn't a lot of follow-up from the commercial insurance companies after that.

Robinson asked who does the inspections. Schmidt replied Captain Sturzl does all the initial inspections. The reinspections are done by himself and Captain Sturzl.

Robinson asked if there is anyone that is being mentored so they get exposure. Schmidt replied last year there were three fire fighters who went through the fire inspection program and became State certified. He stated the problem is that most of these happen during day time hours and a lot of the staff work day time hours. He stated Captain Sturzl has a unique availability where this has kind of been his role for that last couple of years.

Bauer commented it was a great report and he appreciated all the hard work that has been done. He stated the numbers are increasing but the run time is still on time. He asked Schmidt to thank the firefighters for their commitment to community because the more it is the tougher it is to get in there.

Mayor Feldman commented they all appreciate all of the public safety people.

Udvig commented it was a great report and the fire crew does a fabulous job whether they are doing an EMS or fire job or just out in the community. She thought people are getting to know the first responders which is important and is good. She stated she has seen kids going up to fire fighters or police officers and are excited to meet them. She asked Schmidt to thank his staff.

Muehlbauer commented it was a good report as usual and asked that his appreciation be passed on to the staff.

Mayor Feldman commented Schmidt has done a great job of turning the Fire Department around and they all appreciate it very much because it makes the town safer. He stated public safety is two thirds of the budget so it is important to have the right people and staff.

B. Community Development Quarter 2 Report

City Administrator Kate Thunstrom presented the second quarter for Community Development reporting. She highlighted economic development, and housing data. She stated there is concern with platted lots and about 30 single family lots in the MUSA and 22 in the rural area, which is only a year's worth of inventory for new housing.

Mayor Feldman asked if it was 30 in the MUSA area. Thunstrom confirmed this.

Thunstrom continued her presentation, highlighting the building department, administration and code enforcement.

Mayor Feldman commented in the last years code enforcement has been taken from an outrageous amount of people being fined to those people having time to address the problem and if they still don't comply they get fined. That is what they did by putting Jodie in her position and Lyle Hearn in his position. He stated it has really worked out well and it is good because it shows government working to benefit the people they serve. Before more people were fined and once they found out by letting them know what the code enforcement issue was and giving them time to remedy it, it sounds like it is working. He stated the cloud or sunshine is the economy as in every city of every state in the whole country. He stated we are in times with prices high and inflation high and some growth here. He stated lumber prices are going down because starts are down yet prices are up because, he has seen from one report in the St. Paul Realtor's Association he saw the average medium house price was \$380,000 and mortgage monthly payments are 50% and that is what is slowing down the market. He stated that will effect St. Francis as it will every other city so that will have to be handled as best they can and live through that storm. At the same time there is a short inventory that needs to get moving so hopefully this development, Platinum, will come forward and add to that and go forward with that. The values here, our prices for medium price homes were around \$286,000 and now it's up to \$349,000 so they can see what the market is doing around them. He stated the times have changed and they have to adjust to the times. He stated he thought a correction was coming, which is due because prices have become so outrageously high and the incomes aren't matching it and going forward. He stated they will have to see how it all effects them in the long run. He stated now that they have the new Community Development Director here they should have full staff again and they can move

forward on getting some real things moving forward. He thanked Thunstrom for the report and asked for Council comment.

Udvig commented it was a great report. She thanked Thunstrom for highlighting issues that they could run into with the few lots that are left so they can be mindful of what they are doing. She stated she hoped they are able to continue to grow and develop these areas and some of the bigger land could be developed to. She stated she knew of a church that is looking for land. She stated the code enforcement seems to be going well which she knows takes a long time. She thanked the Staff for their work.

Mayor Feldman commented for Council that there is one thing they lack and that is two-acre lots. He stated they have City lots and rural lots in ten acre lots. He asked if that was correct. Thunstrom replied the rural lots are scattered. Some are five, ten, and some are less but it is a price point.

Mayor Feldman stated what is being requested now in the market now are two-acre lots.

Thunstrom replied in watching what one of the neighboring cities have done it is the one and a half to two and a half acre lots that they have watched go very quickly.

Mayor Feldman stated he wanted Council to know, adding they have to give what the public is willing to buy and they don't have that in the City's inventory and they should be aware of that.

Muehlbauer commented it was a good report as usual. He thanked Thunstrom and added he was looking forward to hearing from Community Development Director Colette Baumgardner in the future and meeting her in person. He thanked the rest of the Staff in the Community Development Department.

Bauer commented it was a great report. He stated in looking at the inventory numbers he suggested contacting the DNR again and trying to change those restrictions along the wild and scenic route of the Rum River. He stated if the elected officials a little higher than the Council to work with them and see the plan to be outside the City limits which may give more lots during this delicate time of re-election.

Thunstrom replied as something continues to get worse, there is a large portion of the east side of the river that the property owners have now put their land in permanent easement that will never be built on. In property that they were counting for high numbers for development, when they learned that the DNR got cut in half, the property owners as a private choice that these properties will never have a shed or any type of trail on them. She stated they are working on understanding what that is. She stated she has to put in a data request to understand how many

acres were lost which is estimated to be close to 60 acres on the east side, aside from the DNR.

Mayor Feldman commented that in the discussion on that acreage that the City was never solicited developers for that land at all. He stated all they were doing is giving the landowners the ability that if some day they wished to sell that land to a developer they could do that within the City policy. He stated the landowners had developers lined up which wasn't the case. He stated they took it to a different level and hurt themselves in the long term and the City in the short term.

Robinson commented it is the land owner's right to do what they want to do. He stated it didn't hurt them and it must make them feel good to do what they did. He stated it effects the City. Just because the landowners are within the City boundaries doesn't mean anything, it is their land to do what they want for their ancestors or grandkids. At some point the land won't matter to the kids but the money might and that is a part of attrition in families. He stated he respected what the landowners want to do but it is a shame that other people won't get to take advantage of the area. He cited a property to the east that is over 40 acres which was also put in perpetuity and nothing is going to happen there. He stated it is the landowner's right to do what they want and if it doesn't benefit the City then the City has to be more creative. He stated it was a very good report.

Robinson asked about purchase agreement cancellations which is on the rise, which he has heard about on real estate shows on the radio. He thought by the mid-term things will start loosening up and people will feel a little more secure about what is going on in the world and hopefully prices will come down. He stated he is hopeful for the City but things will take time, maybe another two years.

Mayor Feldman clarified that he wasn't saying that people don't have a right to do what they want with their land. He gave the example of dealing with his parents' trust for 19 years. There are two forms of trust revocable and irrevocable. Revocable can be changed, irrevocable can never be, once it is set in stone it is set for life. He stated all he was saying with the land is that no one said, if they had the option, doesn't mean they would sell the land it only means they have the option. What the landowners have done is take the option off for the future generations. That option now is gone

Robinson commented that is their choice.

Mayor Feldman replied he wasn't saying it's not their choice, but it is one generation's choice and not another generation's choice which is their problem. If a generation down the road wanted to make the change, now they can't either. He wasn't saying it's not their right but to him options were good, with no options there is only direction to go and that is what they go and that is what they did. He stated to him it doesn't matter the City is still going to grow in the way it can grow and will max out at maybe 12,500 people in population in the years to come. It is not the

end of St. Francis that they don't have that land, it is just sad when people don't understand the City wasn't doing anything to develop that land, they were just giving the option to do that if they so choose. Whether they did or not, whether the next generation decided not to or if it went on for three generations and nothing gets done but on the fourth generation they would have had that option, now they don't. That is all he was saying. He commented it was a good report and thanked Thunstrom.

C. Police Department Quarter 2 Report

Police Chief Todd Schwieger gave the second quarter Police Department report. He highlighted service call types and levels and stated that along with responding to calls for service and enforcing laws community engagement was a top priority for the department. He reviewed community engagement events. He acknowledged the Staff who participated in these events which is above their normal duties.

Mayor Feldman asked if it is because it is summer that the numbers on some of this stuff have gone up. Schwieger replied it is just people being out and about in general, more people coming through the City.

Mayor Feldman commented Schwieger on the programs, the drug disposal and ammunition disposal, the TZD with the State, the bike rodeos, and police academy. He stated both chiefs and both departments have become so community oriented which is a big key in a small town especially. He stated it is nice for people to feel comfortable to call the police and not be afraid of the police and the same with Fire. It is no different with health care plans in place that people would be afraid to call a doctor because it would cost too much. The most important thing is to call that doctor or police officer and not be afraid that the police officer is going to do something outrageous. He stated he feels confident in the public safety staff. He stated he was glad to see the public reaching out and not being afraid of the services the City provides as a service business. He commented it was a great report and asked for Council comment.

Udvig commented it was a great report. She stated she knows the events are well attended and appreciated. She asked if the neighborhood watch program was still being done. Schwieger replied it is still active but needs some encouragement as it has fizzled out due to lack of involvement.

Udvig thanked Schwieger and asked that he thank his staff and let them know what a great job they are doing. She thanked Schwieger for his leadership which leads the course for the department.

Muehlbauer commented it was a great report as usual. He thanked Schwieger and asked that he pass that on to his staff.

Bauer commented it was a very good report. He referenced Udvig's comments

about the program and the report with 77 suspicious activity calls which were reported. He stated it is like the community is out there watching and asked if there is an assumption what the difference in the numbers looks like as far as if the community is suspicious or if they are giving good information.

Schwieger replied they get a lot of calls about suspicious persons and people. He stated he thought if people were concerned enough to call it is a good call. He stated they look into every call that comes in but not every call is what they thought they were, most probably aren't. He stated they encourage people who see something to say something and they need those reports and that is what people are doing which is a good sign.

Bauer commented he wanted the community to know that they can only be as good as the community can be. If they call in suspicious things and make the City better, the police officers are out there to investigate and it only makes the City safer. He thanked Schwieger for what he does. He stated he appreciated all the officers who go out and investigate and ensure St. Francis is safe.

Robinson commented it was a great report as usual. He commented it was interesting to see domestic assault was down by almost two-thirds which is good. It may be because people are out and about and not pent up in their homes. He commented that it looks like everything is down just a bit which is good. He asked what the current officer status was as far as count.

Schwieger replied they are still down two on the street and they are currently backgrounding one and have one starting on August 1, 2022. If the investigation goes well they could be back to full staff by early fall, at least in training.

Robinson asked if there has been any dialogue with the school. Schwieger replied he hasn't been contacted by anyone at the school.

Robinson asked if it would be proper to reach out to them. Schwieger replied they will reach out regarding events such as football games as they normally do every year to see if police presence would be wanted. He stated they will look into a school resource officer.

Robinson commented it was interesting that the police department did some church safety trainings. He stated it was a shame it has come to that but that is reality. He stated he talked to another law enforcement officer in another community who said some of the officers are leaving to go to smaller towns to deal with a different criminal element such as drugs and alcohol instead.

Schwieger replied he had heard of that and that those he has heard from have said these officers are going to smaller communities to be more proactive instead of reactive in their environments and are looking for better work life balance.

Robinson added and more civil support and community support.

Mayor Feldman commented it sure is a crazy world.

12. COUNCIL MEMBER REPORTS

Muehlbauer reported he is excited to be home for the next meeting as well as National Night Out.

Bauer commented he doesn't have much to report as he was gone for the last couple of weeks. He stated he read over the all the work the City Council and Staff did. He wanted to let Staff know he looked things over. A lot of good work was done and Staff is doing a great job. He thanked them.

Udvig stated she will be knocking on resident doors to talk about parks and other things they are concerned about. She stated the Staff is great and she is super appreciative and make the Council's job a lot easier.

Robinson reported they are planning the Night to Unite for the neighborhood and have already reached out to the Fire and Police Department for some help. He stated he has also been a part of the Building Committee which has a meeting tomorrow to talk about details. He stated a new building for the Fire Department is a need and is important work. He stated the community is growing and is poised for some big things. He extended an invitation to attend a meeting or contact any of the Council members with concerns or questions.

Mayor Feldman asked when the new fire truck is coming. Fire Chief Schmidt replied they hope to have it in town within two weeks.

Mayor Feldman asked if it could be ready for National Night Out. Schmidt replied he hoped so but couldn't make any promises.

Mayor Feldman stated he is working with Public Works Director Paul Carpenter, Streets and Parks Supervisor Jeremy Shook, Streets and Parks Maintenance Worker Colin McDonagh, and Water and Sewer Supervisor Parish Barten on the gazebo. He stated they are getting bids for a roof and railing system. He stated he will work with Finance Director Darcy Mulvihill on the numbers. He stated the priority is that they have a wedding on August 24, 2022 and another on September 1, 2022. The railing system is the most important because over the years it has deteriorated. The second priority is the roof and the third is the cosmetic brick that could be put off a year down the road. He stated Carpenter is in the process of getting a second bid and they will bring it to the attention of Council. He stressed that time is of the essence because it is July 18, 2022, there are 13 days left in this month, 24 days before the wedding which is 37 days. He stated with the way materials are they could end up with no materials and a sub to do it, or they could end up with materials and no sub to do it. So they need to move on that because it is important to at least get the railing changed out so if someone is leaning on it, they don't fall through it. He stated they wouldn't like that to happen during

a wedding. He stated he was just letting Council know they are working on that.

Mayor Feldman reported he is working with Assistant City Attorney Dave Schaps and Barten on the close out of the Municipal Liquor Store. He stated he is having issues with Weber as paperwork doesn't seem to be something they are good at along with other aspects they haven't been good at. He stated he is holding on to the retainage dollar amount and nothing will be paid until this is brought to a close and then they will be paid off as they should. He stated he has been writing emails with times and will get that finished. He addressed Community Development Director Colette Baumgardner as this is her first meeting and he hoped there would be many more to come. He stated they are pretty lax here and make mistakes. He stated he has told every new Staff member that all they ask is that they do the best they can. They will make mistakes, learn from them and don't repeat them. Also she won't be asked to do things Council wouldn't do themselves. He stated that is pretty much what he tells all Staff members. He stated they are a team here and listen to all team members for the benefit of the City and the people they serve.

Mayor Feldman thanked everyone for their hard work adding they actually do the work. He stated some other cities slide. He stated the titles they have aren't used as titles but actually do the work here. He stated he believed respect is given and returned and it is given on both ends, Council doesn't take advantage of Staff more than Staff takes advantage of the Council. He cited the Mayor's Handbook which says residents working with Staff, working with Council for a better city, that is the true formula to make the City progressive and grow in a positive way.

Mayor Feldman stated, with City Engineer Craig Jochum present, so it is on record and people don't have to call Council about it, that the Poppy Street project starts August 8, 2022 is the start date, dependent on weather. He stated letters will be going out today and follow-up letters will be going out in the weeks to come. More description on the driveways and what kind of sod or seed is wanted, that will all be explained. He asked that the public as they are listening in not to go to social media for answers, they are not going to find the truth on social media. If they want to know what the City is thinking, what the policies or codes are, they are encouraged to call the City. Anyone on the City Staff will respond within 24 to 48 hours. He guaranteed that as the Mayor of this City and knows that as a fact. He asked that if residents have a question about police, that they call police, if there is a question about fire, call fire, if they have a question about public works to call public works, finance call finance, community development call community development. If residents have a question they should call the people who will give them the answer because social media is not the place to find the answer, it doesn't work. He quoted Robinson's prior statements that instead of giving 30 minutes on social media, give the City 15 minutes face-to-face and get the answers they need. That will help the Council to serve residents better because they are a customer service business. He stated he can't stress that enough because he gets calls on such ridiculous things that if residents would just call up and ask the right people they will get the answers they need and put an end to their worries. With such things as code issues and such if they want to know about them, call on them. He stated they are not out to

find people with code issues, they don't make money for the City through fining people through codes. What they do is by growth, through property tax, rate users, and building permits. That is how they make revenue for the City, that is all they do, that is how they do it. He stated people think they find people to do it, no they don't. He stated Jodie Steffes and Lyle Hearn. He stated hopefully the police department will be back to full staff by October and Lyle could get back to his job and they can get things up and running. He stated Carpenter has done a good job moving into Public Works Director role. He stated he has had a little situation taking over from the past Public Works Director. He encouraged Carpenter to take his time to put his system in place. He stated he has a great staff that will be a team around him. If he needs help, he has it. He asked Carpenter not take it all on himself but to share it, that is what they are there for. Council working with Staff and Staff working with Council for the betterment of the City and that is how they do it. He stated it isn't a unique concept, but it is unique to St. Francis. When they first started here they had a lot of issues to take over from past Councils that didn't do the work they are doing now. He stated he used to tell Kate Thunstrom and Joe Kohlmann that one day they will go from the back to the front seat of the car and they are in the front seat now but there is still a lot of work to be done. He stated they don't have a perfect system but they have one that works and they can always adjust it to make it better, which is what they do. He asked everyone to be safe in the heat and drink a lot of water.

13. UPCOMING EVENTS

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

August 1, 2022 – City Council Meeting – 6:00 p.m.

August 2, 2022 – National Night Out – Community Park – 4:00 p.m.- 7:30 p.m.

August 9, 2022 – Primary Elections

August 15, 2022 – City Council Meeting – 6:00 p.m.

12. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular City Council at 7:34 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL
 AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Resolution Supporting Anoka County to Expand Broadband Services
DATE: 08-01-2022

OVERVIEW:

Staff continues to work with Broadband connectivity issues throughout the city. As part of our economic development initiative with Anoka County, the County completed a study to identify areas that have less speed then the federal standards which may qualify for funding. This study is then support for additional financial assistance and programs to help expand services.

In addition, the State of Minnesota has expanded funding sources available in its Border-to-Border Broadband Development Grant Program. This program was originally created to provide financial resources that help make the business case for new and existing providers to invest in building broadband infrastructure. In the 2022 legislative session the State allocated \$25 million to the program. This presents an opportunity for Anoka County to address connectivity challenges that impact the citizens. Anoka County will apply to the State, which is due August 4th.

To assist with the application, Anoka County is requesting the cities facing connectivity issues to show support through the attached resolution.

ACTION TO BE CONSIDERED:

Council requested to support Anoka County by approving Resolution Offering Support to Anoka County to Expand Broadband Services

Attachments:

- Resolution 2022- 38 Resolution Offering Support to Anoka County to Expand Broadband Services

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

RESOLUTION 2022-38

RESOLUTION OFFERING SUPPORT TO ANOKA COUNTY
TO EXPAND BROADBAND SERVICES IN THE CITY OF ST. FRANCIS

Whereas, broadband or high-speed internet service is increasingly essential to serve residents and businesses and provide for economic development, affordable and quality health care, equitable educational opportunities, and effective government; and,

Whereas, the City had identified areas in the City of St. Francis without access to affordable and reliable broadband service that meets or exceeds the federal broadband standard of 100/20 Mbp; and,

Whereas, the City Council understands the need to improve the state of broadband service within the City's jurisdictional boundaries; and,

Whereas, full broadband service provides significant benefits to residents and businesses in the community, including enhancing access to services, government programs, schools, lifelong learning and social services; and,

Whereas, the City intends to collaborate with Anoka County to maximize the opportunity to extend and expand service using federal, state, and local broadband funding programs in Minnesota; and,

Whereas, the City of St. Francis supports the effort of Anoka County to define and determine the most feasible source of technology that will qualify for appropriate funding that will provide for the required infrastructure in areas of St. Francis that lack access to affordable and reliable broadband service:

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, HEREBY APPROVES THIS RESOLUTION SEEKING COLLABORATION WITH ANOKA COUNTY AS FOLLOWS:

- 1) To provide support in the County's direction to seek State and / or Federal funding sources to improve broadband connectivity in the City of St. Francis
- 2) To provide support related to the County's determination of the connectivity technology that will allow for State and / or Federal funding sources

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUTNY, MINNESOTA, THIS 1ST DAY OF AUGUST, 2022

APPROVED: _____
Steven D. Feldman

ATTEST: _____
Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Woodbury Park Gazebo Railing
DATE: 8/01/2022

OVERVIEW:

The railing around the gazebo in Woodbury Park is rotten and needs to be replaced with maintenance free materials.

ACTION TO BE CONSIDERED:

Council to approve railing replacement at Woodbury Park Gazebo.

BUDGET IMPLICATION:

Budgeted item in parks operation & maintenance.

Attachments:

- Quotes from Cedar Creek Construction and NC Contracting Inc.

FORM / PROPOSAL



Cedar Creek Construction Inc.
 23383 Redwood Ct. Northwest
 St. Francis, MN 55070
 roettger1@msn.com
 (612) 298-9865

For: City Of St Francis
 Job Address: 3646 Bridge Street Northwest
 Saint Francis, MN 55070
 sfeldman@stfrancismn.org
 (651) 253-8067

Job Id 2206-2683900-02

Proposal # 0257

Proposal Date 06/08/2022

Proposal Amount

\$8,301.00

#	Type	Name	(Price / Unit) x Qty	Line Total
1	LABOR	Gazebo Railing	(\$8,301.00 / ea) x 1.00	\$8,301.00

Trade Type: DECKING

Description: Remove existing wood railing and install Westbury Tuscany C10 Aluminum handrail, remove wood posts and install 2x2 Aluminum posts.

Color-white

Total

\$8,301.00

Customer Rep Signature:

Customer Signature:

Chuck Roettger

06/08/2022

Signature Date

NC CONTRACTING, INC.

605 N Rum River Dr
Princeton, MN 55371
Phone: 763-286-6935
Fax: 763-389-7922

Agenda Item # 4C.

Estimate

Date	Estimate #
7/19/2022	1025

Name / Address
City of St Francis

			Project
Description	Qty	Rate	Total
Remove wood railing system Install Westbury railing system White Both north and south remove posts and install westbury post with railing system \$650.00 Touch up paint allowance City employees to remove and landscape post that need to be removed Haul away debris		10,111.00	10,111.00
By signing we agree to NC CONTRACTING start work and will pay in full once jobs completed.		Total	\$10,111.00

X _____
X _____
SIGN & DATE



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Ambassador Float Agreement - Updated
DATE: August 1st, 2022

OVERVIEW:

At the June 28th work session, the Ambassador program presented their financial situation with the float regarding maintenance and storage to Council. At that meeting, a majority of Council recommended the update of the float agreement.

Attached is an updated Agreement that would be in place for a period of two years.

ACTION TO BE CONSIDERED:

Council to approve updated Agreement between the City of St. Francis and the Miss St. Francis Ambassador program.

BUDGET IMPLICATION:

\$1,400 for 2022, and \$1,400 for 2023 to be paid by the Bottle Shop fund

Attachments:

- Ownership, Storage, Insurance and Maintenance Agreement of Miss St. Francis Ambassador Float

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

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

THIS AGREEMENT is made and entered into this ____ day of _____,
~~2015~~2022, by and between the City of St. Francis (hereinafter “City”), a Minnesota municipal corporation the Miss St. Francis Ambassador Program, a 501c(3) nonprofit corporation registered with the State of Minnesota.

RECITALS:

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

WHEREAS, the Miss St. Francis Ambassador Program ~~contemplated taking~~currently has ownership-physical possession of a float trailer (hereinafter referred to as the “Float”) owned by the City for use in Miss St. Francis Ambassador Program activities; and

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

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

WHEREAS, the City ~~would~~is be willing to maintain ownership of the Float and insure it under the City’s insurance policies ~~in exchange~~ for the Miss St. Francis Ambassador Program; and

WHEREAS, the Miss St. Francis ~~agreeing~~ to assume all costs of use, maintenance, upkeep, storage, repair and operation of the Float; ~~except- the City will contribute a total amount of \$1,400 for each of the years 2022 and 2023 towards these costs. after 2017.~~

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

Section 1. Description of Property.

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

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

~~2016~~2022: \$~~1,000~~1,400.00

~~2017~~2023: \$~~1,000~~1,400.00

The ~~2016-2022~~ and ~~2017-2023~~ payments shall be transmitted by the City on or about ~~June 15~~ August 1st of each year for each of the above mentioned years herein. Upon the final payment in ~~2017~~2023, the City shall bear no further responsibility towards the trailer and all further costs associated with the maintenance, storage, operation, and upkeep shall be the sole responsibility of the St. Francis Ambassador Program unless otherwise directed by a Resolution of the St. Francis City Council.

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

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

Section 2. **Liabilities.**

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

Section 4. **Representations and Warranties**

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

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

Section 6. **Integration.**

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

Section 7. **Indemnification.**

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

apply to claims or actions arising solely from the gross negligence or willful conduct of St. Francis Ambassadors Program, its employees, agents or contractors.

7.2 **Scope.** All indemnity provisions in this Agreement are intended only to benefit the specified party and shall not confer any rights upon any third party.

Section 8. **Expenses.**

Except as otherwise provided herein, each party hereto shall bear and pay for the costs and expenses incurred by it or on its behalf in connection with the transaction contemplated hereby, including, without limitation, all fees and disbursements of attorneys, accountants and financial consultants incurred through the execution date of this Agreement.

Section 9. **Notices.**

Any notice required to be given hereunder or otherwise by law, shall be in writing and be sent by United States certified or registered mail, postage prepaid and deposited in a United States post office or branch thereof, and addressed to the party intended at its address set forth below or such other address as it may designate by notice given. Such notice shall be effective upon the date of deposit into the mail as herein provided.

CITY: City of St. Francis, Minnesota
ATTN: Kate Thunstrom
23340 Cree St. NW
St. Francis, Minnesota 55070

With a copy to:

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

ST. FRANCIS St. Francis Ambassador Program
AMBASSADORS: ATTN: Jackie Goedel

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

Section 10. Risk of Loss.

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

Section 11. Entire Agreement; Modification; Waivers.

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

Section 12. Headings.

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

Section 13. Successors and Assigns.

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

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

Section 14. Governing Law.

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

Section 15. Parties in Interest.

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

Section 16. Survival of Representations and Warranties.

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

Section 17. Counterparts.

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

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

CITY OF ST. FRANCIS

MISS ST. FRANCIS AMBASSADOR
PROGRAM

By: _____
Steven D. Feldman, Mayor

By: _____

By: _____
Kate Thunstrom, City Administrator

Dated: _____, ~~2016~~ 2022
~~2016~~ 2022

Dated: _____,

Attest:

By: _____
~~Barbara I. Held~~ Jenni Wida, City Clerk

Dated: _____, ~~2022~~ 16

Exhibit A
Description of the Float Trailer

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

686825-v1



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Demolition RFP, acceptance and award
DATE: August 1st, 2022

OVERVIEW:

The City acquired the property located at 23115 Ambassador Blvd for the purposes of a road extension.

Staff completed the pre-demolition testing for hazardous issues and contacted utility providers. Additionally, an RFP for the completion of the demolition was released on July 5, and closed on July 21, 2022.

RFP's were received from the following companies:

- Kamish Excavating \$25,473.00
- Bolander \$37,840.00

ACTION TO BE CONSIDERED:

Council to accept the received RFP's by the above noted companies

Staff recommends Council to award the RFP to the lowest bid of \$25,473.00 and approve Staff to enter into a contract with Kamish Excavating to move forward on the demolition.

Attachments:

- Contract for Demolition

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

**23115 AMBASSADOR BLVD NW
ST. FRANCIS, MINNESOTA**

This Agreement is made this ____th day of August 2022, by and between the City of St. Francis, a political subdivision of the State of Minnesota (“the City”) and Kamish Excavating, Inc. (“the Contractor”) for **Residential Building Demolition and Property Cleanup** as detailed in the bid request.

RECITALS

1. The City desires to have performed described in the Request for Proposal for Demolition and Property Cleanup for 23115 Ambassador Blvd NW, St. Francis, MN 55070 dated July 6, 2022 (the “Contract Documents” or the “Work”).
2. Contractor represents that it has the necessary personnel, experience, competence, and legal right to perform the Work.
3. The Contractor is a corporation in good standing and legally authorized to contract and do business in the State of Minnesota.

AGREEMENT

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

1. **WORK TO BE COMPLETED.** The Work shall be performed in strict accordance with the Contract Documents. The Contractor shall carefully review all the Contract Documents before performing the Work and shall promptly call to the attention of the city any discrepancy or inconsistency which may exist between any documents or between any parts of the same document. The City shall have discretion as to how to address any such discrepancy or inconsistency and shall modify, interpret, or adjust the Contract Documents accordingly as the case may be.
2. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of the Work Agreement and the Request for Proposal for Demolition and Property Cleanup for 23115 Ambassador Blvd NW, St. Francis, MN 55070 dated July 6, 2022 prepared by or on behalf of the City in connection with the Work (where specified), the Proposal submitted by the Contractor, all Amendment Request Certificates approved by the City, all Change Orders issued by the City, the Notice to Proceed, the Completion Certificate, and written interpretations of the Contract Documents issued by the City. The Contract Documents shall, insofar as is possible, be interpreted to be consistent with one another. Any inconsistencies shall be addressed in accordance with paragraph 1 of this Agreement.
3. **PERMITS AND REGULATIONS.** Prior to commencing the Work, the contractor shall secure all necessary building permits and licenses as may be required, and before and during the progress of the Work, give all notices and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect that are promulgated by any federal, state, county, or other governmental, authority, relating to the performance of the Work. If the Contract’s performance is contrary to any such law, ordinance, rule or regulation, it

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **CONTRACT PRICE.** The Contractor agrees to furnish all work, labor, materials, and equipment necessary to complete the Work as set forth in the Contract Base Bid Documents for the sum of Twenty-Five Thousand Four Hundred Seventy-Three Dollars (\$25,473.00) (the "Contract Price"), to be paid by the City in accordance with the terms and conditions of this Agreement. The Contract Price shall constitute the sole compensation payable to the Contractor for its performance of the Work or anything done in connection therewith including expenditures by the Contractor for all taxes, permits, licenses, and bonds required to perform the Work. The Contractor shall indemnify and save the City harmless from and against any liability for any such taxes, fees, premiums, contributions, etc. that the Contractor incurs in connection with the Work.

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

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

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

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

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

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

CITY OF ST. FRANCIS ADDRESS:

City of St. Francis
Community Development Department
Attn: Jodie Steffes
23440 Cree Street NW
St. Francis, MN 55070
JSteffes@stfrancismn.org

CONTRACTOR ADDRESS:

Kamish Excavating, Inc.
Attn: Brad Ensruide
1301 S. Concord Street
South St. Paul, MN 55075
(651) 775-0848

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have set their hands this ____th day of _____, 2022

CITY OF ST. FRANCIS

By: _____
Its: City Administrator

By: _____
Its: Mayor

CONTRACTOR

By: _____
Its: _____

Witness



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Water Wastewater Systems Operator Resignation/Replacement
DATE: August 1st, 2022

OVERVIEW:

On July 21, 2022, a letter of resignation was received from Brian Reeder indicating that his last day of employment with the City of St. Francis will be August 5, 2022. After 8 years with the City he has decided to retire from his position.

ACTION TO BE CONSIDERED:

City Council to approve the resignation of Brian Reeder and to post an opening to fill the vacancy created by the resignation.

BUDGET IMPLICATION:

This is an existing budgeted position.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Erkium Street Encroachment Agreement – Baldwin Family
DATE: August 1st, 2022

OVERVIEW:

On June 6th, the City Council approved a variance request to allow a driveway to extend from Erkium Street to a future single-family home. The future driveway will intersect a City Road Easement. The Encroachment Agreement attached allows for the driveway to build on the easement and fulfills the first condition of the approved variance.

ACTION TO BE CONSIDERED:

City Council to approve Encroachment Agreement found in the Attachments.

BUDGET IMPLICATION:

None

Attachments:

- Encroachment Agreement

:

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this “Agreement”), is made and entered into on this ____ day of _____, 2022, by and between the City of St. Francis, a municipal corporation organized under the laws of the State of Minnesota (the “City”) and ALEX AND TAYLLOR BALDWIN, husband and wife (the “Owners”).

RECITALS

WHEREAS, the Owners own real property within the City legally described on Exhibit A attached hereto (the “Property”); and

WHEREAS, the City is the owner of right of way for Erkium Street, NW, an improved public road in the City of St. Francis, Anoka, Minnesota (the "Road"), and;

WHEREAS, Section 10-41-03 of the City Code requires all City lots to have access directly onto an abutting, improved, and City-accepted public street; and

WHEREAS, the Erkium Street NW cul-de-sac ends roughly 160 feet to the south of the subject property; and

WHEREAS, the Owners’ Property does not abut a City-accepted public street but is in close proximity to the cul-de-sac at the north end of the improved Road, and the Property does abut an unimproved road easement in favor of the City; and,

WHEREAS, the City has no plans to extend the improved Road to the Property to the north due to the nature of the Property and the wetlands located to the north of the Road; and

WHEREAS, the City Council approved a variance on June 6, 2022 following the standards in Section 10-35 of the City Code. A copy of the variance resolution is attached to this Agreement as Exhibit B to allow the Property Owners to obtain legal access for a driveway from the Road to the Property; and

WHEREAS, the City agreed to grant the variance to the Property on the condition that this Agreement be entered into between City and Owners; and

WHEREAS, Owners desire to construct a “Driveway Access” through a portion of the unimproved City Road Easement from the Road to the Property as delineated in the attached Exhibit C; and

WHEREAS, the City is willing to permit Owners to construct and use the Driveway Access within City Road Easement on the conditions that Owners and their heirs and assigns a) indemnify the City, b) maintain the Driveway Access, including all day-to-day and long-term maintenance, replacement, snow removal, and sweeping of the Driveway Access, and c) that Owners agree that such right-of-way encroachment by Owners shall cease and the Driveway Access shall be modified or moved only upon the improvement and extension of the applicable portion of the Road if so required by the City, which is anticipated to occur upon future development of the properties to the west of the current Cul-de-sac on the northern portion of the Road; and,

WHEREAS, the Parties have agreed on terms and conditions for the Owners to maintain the encroachment of the Driveway Access and desire to enter into this Agreement to memorialize the agreed terms and conditions.

NOW, THEREFORE, it is hereby and herein mutually agreed, in consideration of promises and considerations of the Parties as set forth, as follows:

1. The recitals above shall be a part of this Agreement as if fully set forth herein.
2. The City hereby grants Owners and their heirs and assigns permission to construct and use the Driveway Access delineated on Exhibit C to connect and provide legal access from the Property to the improved portion of Erkium Street Northwest, in accordance with the standards set forth in City Code, and subject to a standard approved by the City Engineer.
3. Owners and their heirs and assigns shall each be responsible for the construction, reconstruction and all day-to-day and long-term maintenance, replacement, snow removal, refuse removal and sweeping and any street signs necessitated by this Agreement related to the Driveway Access. In the event the Owners desire to improve the Driveway Access, Owners shall submit a plan, subject to the review and approval of the City, and any such improvement shall strictly comply with the approved plans and shall be at the sole cost and expense of the Owners.
4. Owners and their heirs and assigns shall indemnify, defend, and hold harmless the City of St. Francis, its elected official, officers, employees, agents and consultants ("Indemnified Parties") from all claims, liabilities, judgements, costs, expenses, and causes of action including reasonable attorneys' fees which are a direct or indirect result of the City's grant of the permission contemplated in this Agreement, or any use of the Driveway Access by Owners, their heirs, assigns, invitees, agents or any third parties or their presence on the City Road Easement.

5. Owners acknowledge and agree that the right conferred in this Agreement to encroach upon the City Road Easement shall cease and the Driveway Access may be removed at Property Owner's cost only upon the improvement and extension of the applicable portion of the Road. If at such time as the Road is improved along the boundary of the Property, the City hereby acknowledges and agrees that the Property shall have legal access to the fully developed and extended Erkium Street Northwest, which street shall be constructed to reasonably avoid extra costs to the Owners and their heirs and assigns (i.e., Erkium Street Northwest's curb shall be cut where the Property's Driveway Access meets the improved Road, if reasonable, in order to avoid the need to move or reconstruct the Driveway Access in its entirety). In the event the City desires to make improvements within the Road the City will take reasonable measures to limit disturbance of the Driveway Access. Any areas of the Driveway Access that are disturbed will be replaced at the sole cost and expense of the Owners.
6. The Property Owners shall include the Driveway Access as insured premises under their property liability insurance policy. Within 10 business days of the Effective Date Property Owners shall provide the City with evidence of said insurance. Said insurance shall be maintained at all times during the term that this Agreement is in effect.
7. All notices required under this Agreement shall be written and delivered either by hand delivery or first class U.S. mail, postage paid, to the following address:
 - a. If to the City:
City of St. Francis
22340 Cree Street
ST. Francis, MN 55070
Attn: City Administrator
 - If to Property Owners:
XXX Erkium Street NW
St. Francis, MN 55070
8. This Agreement shall be recorded with the Anoka County Recorder and shall run with the Property, shall bind the City, the Owner, their heirs and assigns, and be recorded as an encumbrance against and an appurtenant right of the Property.
9. This Agreement creates no easement or other interest in that part of the Driveway Access area beyond that created herein.
10. The parties agree that the undersigned representatives have full authority to bind their respective entities to the terms of this Agreement.

11. The Property Owners will pay the reasonable staff, consultant, and attorney's fees associated with the creation of this agreement. The City shall provide a detailed list of costs to the Property Owners.

Remainder of Page is Blank - Signatures Appear on Next Page

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

OWNERS:

ALEX BALDWIN

Date_____

By: _____

Property Owner

TAYLOR BALDWIN

Date_____

By: _____

Property Owner

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Alex and Tayllor Baldwin, husband and wife.

Notary Public

CITY OF ST. FRANCIS

By: _____

Its Mayor

By: _____

Its City Clerk

[illegible]

The foregoing instrument was acknowledge before me this _____ day of _____, 2022, by _____, the Mayor and _____, the City Clerk of the City of St. Francis, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

Legal Description of the Property

PARCEL B

That part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 34, Range 24, Anoka County, Minnesota, described as follows:
Commencing at the northwest corner of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 13 minutes 28 seconds West, assumed bearing, along the west line of said Southwest Quarter of the Southwest Quarter, a distance of 200.66 feet to the point of beginning of the parcel to be described; thence North 82 degrees 04 minutes 25 seconds East, a distance of 151.06 feet; thence South 59 degrees 23 minutes 08 seconds East, a distance of 156.00 feet; thence South 32 degrees 02 minutes 43 seconds West, a distance of 119.94 feet; thence South 61 degrees 18 minutes 49 seconds East, a distance of 106.40 feet; thence South 04 degrees 00 minutes 09 seconds East, a distance of 46.01 feet; thence South 66 degrees 40 minutes 36 seconds East, a distance of 70.78 feet; thence South 15 degrees 08 minutes 31 seconds East, a distance of 109.74 feet; thence South 53 degrees 28 minutes 08 seconds East, a distance of 152.45 feet; thence South 40 degrees 44 minutes 41 seconds West, a distance of 87.21 feet; thence South 08 degrees 37 minutes 01 seconds West, a distance of 116.53 feet; thence South 69 degrees 24 minutes 54 seconds East, a distance of 46.64 feet; thence North 40 degrees 00 minutes 24 seconds East, a distance of 133.31 feet; thence South 75 degrees 57 minutes 51 seconds East, a distance of 70.96 feet; thence South 14 degrees 59 minutes 19 seconds East, a distance of 77.76 feet; thence South 86 degrees 23 minutes 24 seconds East, a distance of 131.90 feet; thence South 23 degrees 17 minutes 09 seconds East, a distance of 42.32 feet; thence South 45 degrees 32 minutes 32 seconds West, a distance of 62.05 feet; thence South 35 degrees 36 minutes 28 seconds East, a distance of 31.34 feet; thence North 63 degrees 23 minutes 15 seconds East, a distance of 117.34 feet; thence South 76 degrees 23 minutes 16 seconds East, a distance of 87.85 feet; thence North 80 degrees 19 minutes 30 seconds East, a distance of 280.77 feet; thence South 26 degrees 16 minutes 30 seconds East, a distance of 194.44 feet; thence South 06 degrees 54 minutes 24 seconds East, a distance of 85.51 feet; thence South 49 degrees 58 minutes 33 seconds East, a distance of 26.89 feet, more or less, to the east line of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 13 minutes 44 seconds West, along said east line, a distance of 123.26 feet to the south line of said Southwest Quarter of the Southwest Quarter; thence North 89 degrees 43 minutes 20 seconds West, along said south line, a distance of 1388.03 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 13 minutes 28 seconds East, along said west line, a distance of 1099.97 feet to said point of beginning and there terminating.

Subject to easements, restrictions, or reservations of record, if any.

EXHIBIT B
Variance Resolution

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

RESOLUTION 2022-32

A RESOLUTION APPROVING A VARIANCE FOR THE PROPERTY LOCATED 160 FEET NORTH OF THE NORTHERN TERMINUS OF ERKIUM STREET NW

WHEREAS, the applicants, Tayllor and Alex Baldwin, have requested a variance from Section 10-41-03 of the City Code to build on a lot with no direct access onto an improved public street; and

WHEREAS, the subject property is legally described in Exhibit A; and

WHEREAS, Section 10-41-03 of the City Code requires all City lots to have direct access onto an improved public street; and

WHEREAS, the Erkium Street NW cul-de-sac ends roughly 160 feet to the south of the subject property; and

WHEREAS, on May 18, 2022, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on May 18, 2022, the Planning Commission unanimously recommended approval of the requested variance subject to conditions; and

WHEREAS, the City Council of the City of St. Francis, on June 6, 2022, considered the requested subdivision and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested variance for the property located 160 feet from the northern terminus of Erkium St NW based on the following findings of fact:

1. The proposed use fits in with existing permitted with standards uses making it in harmony with the general purposes and intent of the Ordinance.
2. The proposed use of single-family residential home is consistent with the Comprehensive Plan.
3. Reasonableness: The intended use of the property as a single-family home is a reasonable way for the property owner to want to use their property. The proposed construction is

modest in scale and meets other requirements particular to the property. The property owner proposes to use the property in a reasonable manner.

4. Uniqueness: The condition that has led to the request for a variance was a pre-existing condition of the property and was not created by the property owner. The circumstances of the lack of ROW frontage and lack of access to an improved road are unique to this property.
5. Essential Character: The granting of this variance will create conditions that allow the property owner to improve the property for a rural residential use that is consistent with the existing character of the area and does not alter the essential character of the neighborhood.
6. The variance involves a use that is allowed a permitted with standards use within the A-2 zoning district.

BE IT FURTHER RESOLVED that approval of the lot frontage variance at XX Erkium St NW shall be subject to the following conditions:

1. The applicant shall enter into an agreement with the City to allow for a private driveway within the public ROW.
2. A wetland delineation report shall be conducted to determine the exact location of the bounds of the wetland to ensure that the proposed structures are adequately set back from the wetland edge.
3. Applicant shall provide the legal description for the site.
4. The applicant is responsible for all fees related to the review of this application.
5. All fees and financial obligations shall be received by the City prior to the releasing of the subdivision documents for recording.
6. The applicant shall record the approval document(s) with the County Recorder in accordance with Section 10-31-03 of the City Code.

Approved and adopted by the City Council of the City of St. Francis on the 6th day of June, 2022.



Steven D. Feldman, Mayor



Attest: Jennifer Wida, City Clerk



Dated

This Instrument Drafted By:
Hoisington Koegler Group, Inc.
800 Washington Ave, Suite 103
Minneapolis, MN 55401

EXHIBIT A

Legal Description:

<To Be Inserted>

EXHIBIT B

Parcel B Proposed Legal Description:

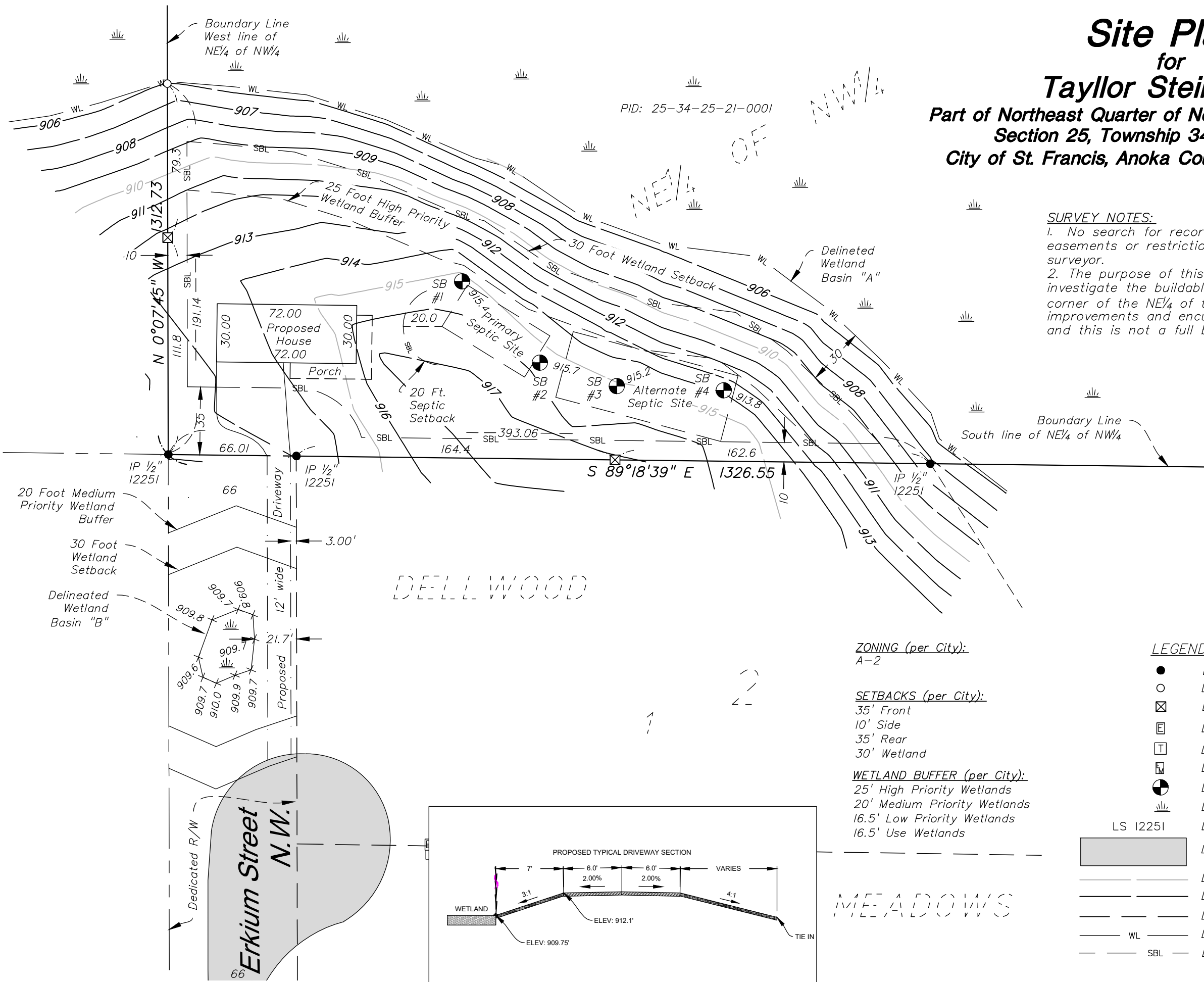
PARCEL B

*That part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 34, Range 24, Anoka County, Minnesota, described as follows:
Commencing at the northwest corner of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 13 minutes 28 seconds West, assumed bearing, along the west line of said Southwest Quarter of the Southwest Quarter, a distance of 200.66 feet to the point of beginning of the parcel to be described; thence North 82 degrees 04 minutes 25 seconds East, a distance of 151.06 feet; thence South 59 degrees 23 minutes 08 seconds East, a distance of 156.00 feet; thence South 32 degrees 02 minutes 43 seconds West, a distance of 119.94 feet; thence South 61 degrees 18 minutes 49 seconds East, a distance of 106.40 feet; thence South 04 degrees 00 minutes 09 seconds East, a distance of 46.01 feet; thence South 66 degrees 40 minutes 36 seconds East, a distance of 70.78 feet; thence South 15 degrees 08 minutes 31 seconds East, a distance of 109.74 feet; thence South 53 degrees 28 minutes 08 seconds East, a distance of 152.45 feet; thence South 40 degrees 44 minutes 41 seconds West, a distance of 87.21 feet; thence South 08 degrees 37 minutes 01 seconds West, a distance of 116.53 feet; thence South 69 degrees 24 minutes 54 seconds East, a distance of 46.64 feet; thence North 40 degrees 00 minutes 24 seconds East, a distance of 133.31 feet; thence South 75 degrees 57 minutes 51 seconds East, a distance of 70.96 feet; thence South 14 degrees 59 minutes 19 seconds East, a distance of 77.76 feet; thence South 86 degrees 23 minutes 24 seconds East, a distance of 131.90 feet; thence South 23 degrees 17 minutes 09 seconds East, a distance of 42.32 feet; thence South 45 degrees 32 minutes 32 seconds West, a distance of 62.05 feet; thence South 35 degrees 36 minutes 28 seconds East, a distance of 31.34 feet; thence North 63 degrees 23 minutes 15 seconds East, a distance of 117.34 feet; thence South 76 degrees 23 minutes 16 seconds East, a distance of 87.85 feet; thence North 80 degrees 19 minutes 30 seconds East, a distance of 280.77 feet; thence South 26 degrees 16 minutes 30 seconds East, a distance of 194.44 feet; thence South 06 degrees 54 minutes 24 seconds East, a distance of 85.51 feet; thence South 49 degrees 58 minutes 33 seconds East, a distance of 26.89 feet, more or less, to the east line of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 13 minutes 44 seconds West, along said east line, a distance of 123.26 feet to the south line of said Southwest Quarter of the Southwest Quarter; thence North 89 degrees 43 minutes 20 seconds West, along said south line, a distance of 1388.03 feet to the west line of said Southwest Quarter of the Southwest Quarter; thence North 00 degrees 13 minutes 28 seconds East, along said west line, a distance of 1099.97 feet to said point of beginning and there terminating.*

Subject to easements, restrictions, or reservations of record, if any.

EXHIBIT C

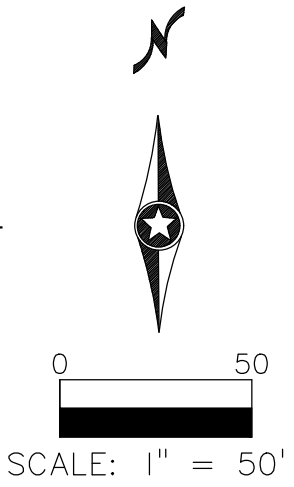
Map showing Encroachment Area, Proposed Driveway, City Road Easement, and Erkium Street



Site Plan for Taylor Steinmetz

Part of Northeast Quarter of Northwest Quarter
Section 25, Township 34, Range 25
City of St. Francis, Anoka County, Minnesota

SURVEY NOTES:
1. No search for recorded or unrecorded easements or restrictions was made by the surveyor.
2. The purpose of this survey was to investigate the buildable area in the southwest corner of the NE 1/4 of the NW 1/4. Not all site improvements and encumbrances are shown and this is not a full boundary survey.



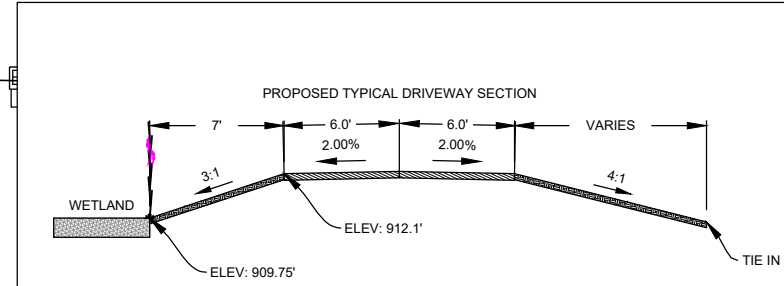
ZONING (per City):
A-2

SETBACKS (per City):
35' Front
10' Side
35' Rear
30' Wetland

WETLAND BUFFER (per City):
25' High Priority Wetlands
20' Medium Priority Wetlands
16.5' Low Priority Wetlands
16.5' Use Wetlands

LEGEND:

- Denotes found iron monument
- Denotes set iron monument
- ⊠ Denotes set lath
- ⌚ Denotes electrical cabinet
- ⌚ Denotes telephone pedestal
- ⌚ Denotes electric meter
- ⊙ Denotes soil boring
- ⌚ Denotes wet land interior
- ⌚ Denotes Jeffrey N. Caine, LS
- Denotes bituminous surface
- Denotes major contour
- Denotes minor contour
- Denotes existing adjoiners
- WL — Denotes wet land perimeter
- SBL — Denotes building setback line



DATE: 7/18/2022

DESIGN BY: ML

DRAWN BY: ML

CHECKED BY: PL

DWG FILE: Site Plan

FILE NO.: 22-012

Agenda Item # 4G.

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

Craig Wensmann

Signed: Craig A. Wensmann

Date: 7/18/2022 Lic. No. 47466

BOGART, PEDERSON & ASSOCIATES, INC.

LAND SURVEYING
CIVIL ENGINEERING
MAPPING

13076 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

Site Exhibit

Taylor Steinmetz

Sec. 25, Twp. 34, Rng. 25

Anoka County, Minnesota

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CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Siwek Park Improvements – Pay Estimate No. 1
DATE: August 1st, 2022

OVERVIEW:

Attached is Pay Estimate No. 1 for the Siwek Park Improvement Project. The major work items for this estimate include removals, site excavation, aggregate base, storm sewer construction, and water service construction. This pay estimate includes payment for all of the work items completed through July 22, 2022. This estimate recommends payment of \$71,877.95. The contract amount is \$384,094.65.

ACTION TO BE CONSIDERED:

Consider approval of Pay Estimate No. 1 for the Siwek Park Improvement Project

BUDGET IMPLICATION:

This project will be funded by grant funds and park capital funds. The payment is summarized as follows:

Work Completed to Date	\$75,661.00
<u>Less 5% Retainage</u>	<u>\$ 3,783.05</u>
Total Payment	\$71,877.95

- Attachments:
- PAY ESTIMATE NO. 1

Contractor's Application for Payment No.**1**

To (Owner): City of St. Francis	Application Period: Through July 22, 2022	Application Date: August 1, 2022
Project: Siwek Park Improvements	From (Contractor): Ashwill Companies	Via (Engineer): Hakanson Anderson

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$1,270.00	
TOTALS	\$1,270.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$1,270.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$382,824.65
2. Net change by Change Orders.....	\$	\$1,270.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$384,094.65
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$75,661.00
5. RETAINAGE:	\$	
a. 5% X Work Completed.....	\$	\$3,783.05
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$3,783.05
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$71,877.95
7. LESS PREVIOUS PAYMENTS.....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$71,877.95

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

PUBLIC WORKS DIRECTOR: CITY OF ST. FRANCIS

Certification: We recommend payment for work and quantites shown.

(Public Works Director)

Date

OWNER: CITY OF ST. FRANCIS

(Owner)

Date

PAY ESTIMATE #1
City of St. Francis
Siwek Park Improvements

Agenda Item # 4H.

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 26,550.00	\$ 26,550.00	0.75	\$ 19,912.50
2	SAWING CONCRETE PAVEMENT	10	LIN FT	\$ 8.25	\$ 82.50	10	\$ 82.50
3	REMOVE CONCRETE PAVEMENT	123	SQ FT	\$ 3.00	\$ 369.00	123	\$ 369.00
4	COMMON EXCAVATION (P)	1,580	CU YD	\$ 10.50	\$ 16,590.00	1,580	\$ 16,590.00
5	AGGREGATE BASE CLASS 5	742	TON	\$ 23.00	\$ 17,066.00	742	\$ 17,066.00
6	BITUMINOUS MATERIAL FOR TACK COAT	20	GALLON	\$ 13.20	\$ 264.00		\$ -
7	TYPE SP 12.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	1,167	SQ YD	\$ 25.75	\$ 30,050.25		\$ -
8	TYPE SP 9.5 NON WEARING COURSE MIXTURE (2;B)	29	TON	\$ 137.00	\$ 3,973.00		\$ -
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	29	TON	\$ 137.00	\$ 3,973.00		\$ -
10	6" PRECAST CONCRETE HEADWALL	1	EACH	\$ 505.00	\$ 505.00		\$ -
11	6" PVC PIPE	23	LIN FT	\$ 58.00	\$ 1,334.00	23	\$ 1,334.00
12	12" RC PIPE SEWER DESIGN 3006 CLASS V	72	LIN FT	\$ 51.00	\$ 3,672.00	72	\$ 3,672.00
13	CONNECT TO EXISTING STORM SEWER	1	EACH	\$ 680.00	\$ 680.00	1	\$ 680.00
14	CASTING ASSEMBLY	2	EACH	\$ 805.00	\$ 1,610.00	2	\$ 1,610.00
15	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3	LIN FT	\$ 830.00	\$ 2,490.00	3	\$ 2,490.00
16	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	3	LIN FT	\$ 945.00	\$ 2,835.00	3	\$ 2,835.00
17	5" CONCRETE WALK	1,542	SQ FT	\$ 7.00	\$ 10,794.00		\$ -
18	6" CONCRETE WALK	440	SQ FT	\$ 7.50	\$ 3,300.00		\$ -
19	CONCRETE CURB AND GUTTER DESIGN B612	212	LIN FT	\$ 35.00	\$ 7,420.00		\$ -
20	PLAY CONTAINER CONCRETE EDGER	395	LIN FT	\$ 35.00	\$ 13,825.00		\$ -
21	7" CONCRETE DRIVEWAY PAVEMENT	39	SQ YD	\$ 87.50	\$ 3,412.50		\$ -
22	SPORT COURT AND GAGA PIT BITUMINOUS PAVEMENT	344	SQ YD	\$ 33.30	\$ 11,455.20		\$ -
23	SPORT COURT LINES	1	LUMP SUM	\$ 1,750.00	\$ 1,750.00		\$ -
24	SHADE SHELTER	1	EACH	\$ 38,500.00	\$ 38,500.00		\$ -
25	BASKETBALL HOOP	1	EACH	\$ 5,650.00	\$ 5,650.00		\$ -
26	TOILET ENCLOSURE	1	EACH	\$ 7,485.00	\$ 7,485.00		\$ -
27	BENCH	8	EACH	\$ 1,155.00	\$ 9,240.00		\$ -
28	BACKLESS BENCH	2	EACH	\$ 1,005.00	\$ 2,010.00		\$ -

PAY ESTIMATE #1
City of St. Francis
Siwek Park Improvements

Agenda Item # 4H.

Base Bid (Continued)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
29	BIKE RACK	1	EACH	\$ 2,095.00	\$ 2,095.00		\$ -
30	TRASH RECEPTACLE	2	EACH	\$ 5,558.00	\$ 11,116.00		\$ -
31	GRILL	1	EACH	\$ 1,755.00	\$ 1,755.00		\$ -
32	GA GA PIT WALLS	1	EACH	\$ 7,500.00	\$ 7,500.00		\$ -
33	TRAFFIC CONTROL	1	LUMP SUM	\$ 1,250.00	\$ 1,250.00	0.5	\$ 625.00
34	SIGN PANELS TYPE C	10	SQ FT	\$ 68.00	\$ 700.40		\$ -
35	SIGN SPECIAL - ENTRANCE SIGN	1	EACH	\$ 3,500.00	\$ 3,500.00		\$ -
36	SIGN SPECIAL - INTERPRETIVE SIGN	1	EACH	\$ 3,000.00	\$ 3,000.00		\$ -
37	SIGN SPECIAL - PARK BOUNDARY	8	EACH	\$ 550.00	\$ 4,400.00		\$ -
38	CONIFEROUS TREE 6' HT B&B	8	TREE	\$ 595.00	\$ 4,760.00		\$ -
39	DECIDUOUS TREE 2.5" CAL B&B	15	TREE	\$ 895.00	\$ 13,425.00		\$ -
40	DECIDUOUS TREE 6' HT B&B	5	TREE	\$ 590.00	\$ 2,950.00		\$ -
41	DECIDUOUS TREE 8' HT B&B	8	TREE	\$ 590.00	\$ 4,720.00		\$ -
42	DECIDUOUS SHRUB NO 5 CONT	16	SHRUB	\$ 75.00	\$ 1,200.00		\$ -
43	PERENNIAL NO 1 CONT	12	PLANT	\$ 75.00	\$ 900.00		\$ -
44	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$ 2,250.00	\$ 2,250.00		\$ -
45	STORM DRAIN INLET PROTECTION	6	EACH	\$ 250.00	\$ 1,500.00		\$ -
46	SILT FENCE; TYPE MS	1,750	LIN FT	\$ 2.50	\$ 4,375.00	1,750	\$ 4,375.00
47	FERTILIZER TYPE 1	660	POUND	\$ 2.50	\$ 1,650.00		\$ -
48	EROSION CONTROL BLANKET CATEGORY 3N	1,844	SQ YD	\$ 2.50	\$ 4,610.00		\$ -
49	SEEDING	2	ACRE	\$ 3,225.00	\$ 7,095.00		\$ -
50	SEED MIXTURE 25-131	484	POUND	\$ 3.20	\$ 1,548.80		\$ -
51	SEED MIXTURE 36-641	6	POUND	\$ 32.00	\$ 192.00		\$ -
52	HYDRAULIC BONDED FIBER MATRIX	6,300	POUND	\$ 1.35	\$ 8,505.00		\$ -
53	4" SOLID LINE MULTI-COMPONENT	120	LIN FT	\$ 14.30	\$ 1,716.00		\$ -
54	24" SOLID LINE MULTI-COMPONENT	12.0	LIN FT	\$ 29.00	\$ 348.00		\$ -
55	PAVEMENT MESSAGE MULTI-COMPONENT	1	EACH	\$ 140.00	\$ 140.00		\$ -
56	PLAY CONTAINER RAMPS	1.0	LUMP SUM	\$ 2,000.00	\$ 2,000.00		\$ -

Total Base Bid

\$ 326,086.65

\$ 71,641.00

PAY ESTIMATE #1
City of St. Francis
Siwek Park Improvements

Agenda Item # 4H.

Alternate No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	CONNECT TO EXISTING WATER SERVICE	1	EACH	\$ 2,750.00	\$ 2,750.00	1.0	\$ 2,750.00
2	1" CORPORATION STOP	1	EACH	\$ 1,250.00	\$ 1,250.00		\$ -
3	DRINKING FOUNTAIN	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00		\$ -
4	DRINKING FOUNTAIN CABINET AND CONCRETE SLAB	1	LUMP SUM	\$ 1,675.00	\$ 1,675.00		\$ -
Total Alternate No. 1					<u>\$ 10,675.00</u>		<u>\$ 2,750.00</u>

Alternate No. 2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	IRRIGATION SYSTEM	1	LUMP SUM	\$ 20,550.00	\$ 20,550.00		\$ -
Total Alternate No. 2					<u>\$ 20,550.00</u>		<u>\$ -</u>

Alternate No. 3

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	LOAM TOPSOIL BORROW (CV)	823	CU YD	\$ 31.00	\$ 25,513.00		\$ -
Total Alternate No. 3					<u>\$ 25,513.00</u>		<u>\$ -</u>

Base Bid	\$326,086.65	\$71,641.00
Alternate No. 1	\$10,675.00	\$2,750.00
Alternate No. 2	\$20,550.00	\$0.00
Alternate No. 3	\$25,513.00	\$0.00
Change Order No. 1		\$1,270.00
TOTAL	\$382,824.65	\$75,661.00



CITY COUNCIL AGENDA REPORT

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

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$108,837.38 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments-N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment-N/A

Manual Checks- \$2,912.00

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:

- 08-01-2022 Packet List-\$108,837.38
- 07-21-2022 Manual Check-\$2,912.00

CITY OF ST FRANCIS

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*Claim Register©

AP 08-01-2022

July 2022

Claim Type

Claim#	15251	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-321	Telephone	BROADBAND			\$37.51
Invoice	B220720P					
Cash Payment	E 101-42210-321	Telephone	BROADBAND			\$37.51
Invoice	B220720P					
Cash Payment	E 101-43100-321	Telephone	BROADBAND			\$37.51
Invoice	B220720P					
Cash Payment	E 101-45200-321	Telephone	BROADBAND			\$37.51
Invoice	B220720P					
Cash Payment	E 601-49440-321	Telephone	BROADBAND			\$37.51
Invoice	B220720P					
Cash Payment	E 602-49490-321	Telephone	BROADBAND			\$37.45
Invoice	B220720P					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$225.00

Claim Type

Claim#	15244	ASPEN MILLS				
Cash Payment	E 101-42110-437	Uniform Allowance	UNIFORMS-L ROBERTS			\$20.70
Invoice	297063					
Cash Payment	E 101-42110-437	Uniform Allowance	UNIFORMS-DZURIS			\$1,044.85
Invoice	297690					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$1,065.55

Claim Type

Claim#	15254	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252	Beer For Resale	BEER			\$611.75
Invoice	358075					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$21.00
Invoice	358074					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$632.75

Claim Type

Claim#	15253	BREAKTHRU BEVERAGE				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$111.89
Invoice	344970150					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			-\$1.45
Invoice	409947960					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$13,986.27
Invoice	344970150					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			-\$216.63
Invoice	409947960					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$13,880.08

Claim Type

Claim#	15235	CORE & MAIN				
Cash Payment	E 405-43100-303	Engineering Fees	COLD PATCH-STREET DEPT			\$1,124.00
Invoice	R081733					
Transaction Date	7/20/2022	Due 7/20/2022	CASH	10100	Total	\$1,124.00

Claim Type

Claim#	15259	CRYSTAL SPRINGS ICE				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$4.00
Invoice	9000063					

CITY OF ST FRANCIS

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*Claim Register©

AP 08-01-2022

July 2022

Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$4.00
	Invoice 9000116					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$77.20
	Invoice 9000116					
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$261.90
	Invoice 9000063					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$347.10
Claim Type						
Claim#	15289	D & G RECYCLE				
Cash Payment	E 101-43210-439 Recycling Days	TIRE RECYCLING				\$146.50
	Invoice 5547					
Transaction Date	7/28/2022	Due 7/28/2022	CASH	10100	Total	\$146.50
Claim Type						
Claim#	15257	DAHLHEIMER DIST. CO. INC.				
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$15,681.76
	Invoice 1621652					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$15,681.76
Claim Type						
Claim#	15242	DELL MARKETING L.P.				
Cash Payment	E 609-49750-240 Office Equip	OFFICE EQUIPMENT				\$618.00
	Invoice 10601813423					
Cash Payment	E 402-43100-580 Computers	COMPUTERS				\$657.00
	Invoice 10598599928					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$1,275.00
Claim Type						
Claim#	15250	DUSTY S DRAIN CLEANING				
Cash Payment	E 601-49440-229 Project Repair & Maintena	WASTE WATER - HYDRANT				\$3,350.00
	Invoice D22-115					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$3,350.00
Claim Type						
Claim#	15249	ELITE SANITATION				
Cash Payment	E 101-45200-402 Janitorial Service	PORTABLE TOILET RENTAL - RECYCLE DAY				\$115.00
	Invoice 28819					
Cash Payment	E 101-45200-402 Janitorial Service	PORTABLE RENTAL 6/26-7/23/2022				\$814.00
	Invoice 28872					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$929.00
Claim Type						
Claim#	15281	F.I.R.E.				
Cash Payment	E 101-42210-208 Training and Instruction	TRAINING				\$1,800.00
	Invoice 5631					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$1,800.00
Claim Type						
Claim#	15247	FIRE SAFETY USA, INC.				
Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	VEHICLE MAINT				\$1,107.50
	Invoice 161715					
Cash Payment	E 101-42210-221 Vehicle Repair & Maintena	VEHICLE MAINT				\$1,315.49
	Invoice 161714					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$2,422.99

CITY OF ST FRANCIS

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*Claim Register©

AP 08-01-2022

July 2022

Claim Type

Claim#	15236	GRAINGER, INC.				
Cash Payment	E 602-49490-228	Equipment Maintenance	EQUIPMENT MAINTENANCE			\$125.86
Invoice	9382019777					
Cash Payment	E 601-49440-228	Equipment Maintenance	FIRE HYDRANT PAINTING			\$179.95
Invoice	9386023783					
Transaction Date	7/20/2022	Due 7/20/2022	CASH	10100	Total	\$305.81

Claim Type

Claim#	15263	GREAT LAKES COCA-COLA				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$917.53
Invoice	3636216518					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$917.53

Claim Type

Claim#	15288	GREEN AND CLEAN RECYCLING				
Cash Payment	E 101-43210-439	Recycling Days	RECYCLING			\$560.90
Invoice	22-1112					
Transaction Date	7/28/2022	Due 7/28/2022	CASH	10100	Total	\$560.90

Claim Type

Claim#	15262	HAWKINS, INC.				
Cash Payment	E 601-49440-216	Chemicals and Chem Prod	CHEMICALS			\$10.00
Invoice	6238155					
Cash Payment	E 601-49440-216	Chemicals and Chem Prod	CHEMICALS			\$10.00
Invoice	6238631					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$20.00

Claim Type

Claim#	15260	HOISINGTON KOEGLER GROUP, I				
Cash Payment	E 101-41910-311	Contract	GENERAL PLANNING			\$1,781.33
Invoice	018-041-46					
Cash Payment	E 225-45100-510	Land-Park Improvement	SIWEK PARK			\$48.56
Invoice	018-041-46					
Cash Payment	E 225-45100-441	Miscellaneous	PARK PLAN			\$8,185.00
Invoice	018-041-46					
Cash Payment	G 803-22043	Esc-Laketown (Rivers Edge)	ESC-LAKETOWN HOMES (RIVERS EDGE)			\$1,586.49
Invoice	018-041-46					
Cash Payment	G 803-22001	TURTLE PONDS 6TH-2022	TURTLE PONDS/BLUE WATERS			\$1,038.83
Invoice	018-041-46					
Cash Payment	G 803-22191	Alliant Finance-Plantinum Land	PLANTINUM SUBD			\$742.50
Invoice	018-041-46					
Cash Payment	G 803-22192	Dollar General-Hwy 47	DOLLAR GENERAL HWY 47			\$180.00
Invoice	018-041-46					
Cash Payment	G 803-22194	Northrup Grumann Site Plan-2	NORTHROP GRUMAN			\$558.90
Invoice	018-041-46					
Cash Payment	G 803-22197	Sawyer Lot Line Adjust	SAWYER LOT LINE ADJUSTMENT 2022			\$75.00
Invoice	018-041-46					
Cash Payment	G 803-22198	St. Francis Dental Clinic	ST FRANCIS DENTAL ADDITION 2022			\$382.58
Invoice	018-041-46					
Cash Payment	G 803-22199	Baldwin Variance	BALDWN VARIANCE 2022			\$337.50
Invoice	018-041-46					
Cash Payment	G 803-22002	MORFF HOME EXT OCCUPA	MORFF EXTENDED HOME/HORSES 2022			\$187.50
Invoice	018-041-46					

CITY OF ST FRANCIS

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July 2022

Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$15,104.19
Claim Type						
Claim#	15267 JOHNSON BROS WHLSE LIQUOR					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$11.86
Invoice	2099167					
Cash Payment	E 609-49751-206 Freight and Fuel Charges	FREIGHT				\$40.24
Invoice	2099166					
Cash Payment	E 609-49751-251 Liquor For Resale	LIQUOR				\$3,598.16
Invoice	2099166					
Cash Payment	E 609-49751-253 Wine For Resale	WINE				\$432.50
Invoice	2099167					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$4,082.76
Claim Type						
Claim#	15266 LIFELINE INC.					
Cash Payment	E 101-42110-237 Small Equipment	SMALL EQUIPMENT				\$1,514.75
Invoice	LL-16588					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$1,514.75
Claim Type						
Claim#	15265 MCDONALD DIST CO.					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				\$11,078.25
Invoice	641998					
Cash Payment	E 609-49751-252 Beer For Resale	BEER				-\$352.43
Invoice	642019					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$256.05
Invoice	641998					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$10,981.87
Claim Type						
Claim#	15280 METRO SALES, INC.					
Cash Payment	E 101-42110-311 Contract	COPIES - PD				\$484.03
Invoice	2086317					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$484.03
Claim Type						
Claim#	15279 MIDWEST TESTING LLC					
Cash Payment	E 601-49440-229 Project Repair & Maintena	METER TESTING				\$4,515.00
Invoice	5679					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$4,515.00
Claim Type						
Claim#	15278 MN NCPERS LIFE INSURANCE					
Cash Payment	G 101-21713 MN Life	INSURANCE PREMIUM 8/1-8/31/22				\$128.00
Invoice	733400082022					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$128.00
Claim Type						
Claim#	15286 NORTH METRO TREE SERVICE IN					
Cash Payment	E 101-43100-311 Contract	5304 TO 5454 238TH TREE SERVICES				\$2,375.00
Invoice	.072822					
Cash Payment	E 101-43100-311 Contract	COMMUNITY PARK TREE SERVICES				\$1,415.00
Invoice	.072822-1					
Transaction Date	7/28/2022	Due 7/28/2022	CASH	10100	Total	\$3,790.00

CITY OF ST FRANCIS

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*Claim Register©

AP 08-01-2022

July 2022

Claim Type

Claim#	15276	PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$11.90
Invoice	6433150					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$21.78
Invoice	6433149					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$1.75
Invoice	6433151					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$1,937.35
Invoice	6433149					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$48.00
Invoice	6433151					
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$308.39
Invoice	6433150					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$2,329.17

Claim Type

Claim#	15274	POSTMASTER - ST. FRANCIS				
Cash Payment	E 101-41400-322	Postage	USPS MARKETING MAIL - PERMIT 8 2022			\$275.00
Invoice	.072622					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$275.00

Claim Type

Claim#	15241	PROGRESSIVE BUILDERS				
Cash Payment	G 803-22000	Deposits	REFUND ESCROW-23660 QUAY STREET			\$6,750.00
Invoice	.07212022-1					
Cash Payment	G 803-22000	Deposits	REFUND ESCROW-3324 237TH AVE			\$9,500.00
Invoice	.07212022					
Transaction Date	7/21/2022	Due 7/21/2022	CASH	10100	Total	\$16,250.00

Claim Type

Claim#	15273	QUILL CORPORATION				
Cash Payment	E 101-41400-200	Office Supplies	OFFICE SUPPLIES			\$16.98
Invoice	262525602					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$16.98

Claim Type

Claim#	15245	RMB ENVIRONMENTAL LAB				
Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$126.32
Invoice	B006143					
Cash Payment	E 602-49490-313	Sample Testing	WEEKS 2-4 COOLER 1			\$185.13
Invoice	B006115					
Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$120.00
Invoice	B005916					
Cash Payment	E 602-49490-313	Sample Testing	ALL WEEKS COOLER 2			\$126.32
Invoice	B006053					
Cash Payment	E 602-49490-313	Sample Testing	WEEK 1 COOLER 1			\$180.00
Invoice	B006033					
Transaction Date	7/25/2022	Due 7/25/2022	CASH	10100	Total	\$737.77

Claim Type

Claim#	15232	RUSSELL SECURITY RESOURCE I				
Cash Payment	E 601-49440-233	Water Treatment Plant Mai	WTP REPAIRS/MAINT			\$434.00
Invoice	A42504					
Transaction Date	7/20/2022	Due 7/20/2022	CASH	10100	Total	\$434.00

CITY OF ST FRANCIS

*Claim Register©

AP 08-01-2022

July 2022

Claim Type

Claim#	15271	SOUTHERN GLAZERS OF MN				
Cash Payment	E 609-49751-253	Wine For Resale	WINE			\$511.72
Invoice	2237208					
Cash Payment	E 609-49751-206	Freight and Fuel Charges	FREIGHT			\$15.36
Invoice	2237207					
Cash Payment	E 609-49751-251	Liquor For Resale	LIQUOR			\$1,574.05
Invoice	2237207					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$2,101.13

Claim Type

Claim#	15285	SPOT ON				
Cash Payment	E 101-42110-308	Community Education	COMMUNITY EDUCATION			\$883.72
Invoice	.07282022					
Transaction Date	7/28/2022	Due 7/28/2022	CASH	10100	Total	\$883.72

Claim Type

Claim#	15270	ST. FRANCIS AREA CHAMBER OF				
Cash Payment	E 609-49750-340	Advertising	TEE SIGN SPONSORSHIP - GOLF TOURNAMENT			\$100.00
Invoice	.07262022					
Transaction Date	7/26/2022	Due 7/26/2022	CASH	10100	Total	\$100.00

Claim Type

Claim#	15282	VESSCO, INC.				
Cash Payment	E 601-49440-229	Project Repair & Maintena	PROJECT MAINTENANCE			\$425.04
Invoice	088216					
Transaction Date	7/27/2022	Due 7/27/2022	CASH	10100	Total	\$425.04

Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$108,837.38
Total	\$108,837.38

CITY OF ST FRANCIS

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***Claim Register©**

072122 MANUAL

July 2022

Claim Type

Claim# 15238 BLUE CLOUD DISTRIBUTION OF M Ck# 080727 7/21/2022

Cash Payment E 609-49751-251 Liquor For Resale LIQUOR

\$2,912.00

Invoice 101090277

Transaction Date	7/21/2022	Due 7/21/2022	CASH	10100	Total	\$2,912.00
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Pre-Written Checks	\$2,912.00
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Checks to be Generated by the Compute	\$0.00
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Total	\$2,912.00
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CITY COUNCIL AGENDA
REPORT

TO: St. Francis City Council
FROM: Beth Richmond, Planner
SUBJECT: Platinum Land – Comprehensive Plan Amendment
DATE: August 1st, 2022

OVERVIEW:

Landform Professional Services has submitted an application for a Comprehensive Plan amendment for the property located at 23925 St. Francis Blvd NW. This 112-acre site is located between Hwy 47 and the Rum River and includes 6 parcels. The site’s development potential is constrained due to the natural features on the site and this area’s inclusion in the Urban Rum River Management Overlay zoning district. Therefore, the applicant is requesting to reduce the amount of commercially-guided land on the site by roughly 20 acres and to decrease the density of the residential areas from High Density and Medium/High Density to Medium Density Residential.

In January 2022, the City Council reviewed a concept plan for the site. This plan, which included a mix of residential uses spread across the site and a small commercial lot located in the southwest corner received support from the Council. The proposed amendment would support the uses suggested in that concept plan.

PLANNING COMMISSION REVIEW:

The Planning Commission reviewed the amendment request at their meeting on July 20, 2022. Members of the public attended the meeting and spoke at the public hearing. A majority of public comments were related to concerns with the layout of housing types and roadways throughout the site which will be reviewed with a future preliminary plat application.

Commissioners were supportive of the reduction in residential density in this area of the City. Commissioners also discussed the loss of ~20 acres of commercial land and the impact that may have on the City. Following the public hearing and Planning Commission discussion, Commissioners unanimously recommended approval of the Comprehensive Plan amendment request.

ACTION:

Given Planning Commission and Staff recommendation for approval of the Comprehensive Plan amendment request, a draft resolution approving the request has been prepared for your consideration.

Suggested Motion:

Move to approve Resolution 2022-39 approving the Comprehensive Plan amendment to reguide a portion of the property at 23925 St. Francis Blvd from Commercial, High Density Residential, and Medium/High Density Residential to Medium Density Residential with conditions and findings of fact as presented by Staff and to authorize submittal of this amendment to the Metropolitan Council for final review.

ATTACHMENTS:

- Draft Resolution 2022-39
- Proposed land use amendment graphic
- Planning report for July 20, 2022

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

RESOLUTION 2022-39

A RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT AT 23925
ST FRANCIS BLVD NW AND AUTHORIZING SUBMISSION OF THE AMENDMENT
TO THE METROPOLITAN COUNCIL FOR REVIEW

WHEREAS, the applicant, Landform Professional Services , has requested a Comprehensive Plan amendment to reduce the amount of Commercial land and decrease the residential density on the site to Medium Density Residential as depicted in Exhibit A; and

WHEREAS, the site is intended as a future residential and commercial development; and

WHEREAS, the property is locally known as 23925 St Francis Blvd NW; and

WHEREAS, the site includes six parcels depicted in Exhibit B and known as:

- PIDs: 29-34-24-32-0001
- 29-34-24-31-0001
- 29-34-24-42-0002
- 29-34-24-42-0001
- 29-34-24-34-0001
- 29-34-24-33-0001; and

WHEREAS, all adjacent and affected agencies including MnDNR, MnDOT, Anoka County, and ISD 15 were provided an opportunity to review the proposed amendment and provide comments; and

WHEREAS, on July 20, 2022, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission held a public hearing, at which time all persons desiring to be heard concerning this application were given the opportunity to speak thereon; and

WHEREAS, on July 20, 2022, the Planning Commission unanimously recommended approval of the requested amendment; and

WHEREAS, the City Council of the City of St. Francis, on August 1, 2022, considered the requested amendment and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of St. Francis hereby approves the requested Comprehensive Plan amendment at 23925 St. Francis Blvd NW based on the following findings of fact:

- 1. The proposed amendment is compatible with the surrounding land uses.
- 2. Public infrastructure is capable of serving a more dense residential development on this site.

BE IT FURTHER RESOLVED that approval of the Comprehensive Plan Amendment at 23465 St. Francis Blvd NW shall be subject to the following condition:

- 1. The Comprehensive Plan amendment shall be submitted to the Metropolitan Council for final review and approval.

Approved and adopted by the City Council of the City of St. Francis on the 1st day of August, 2022.

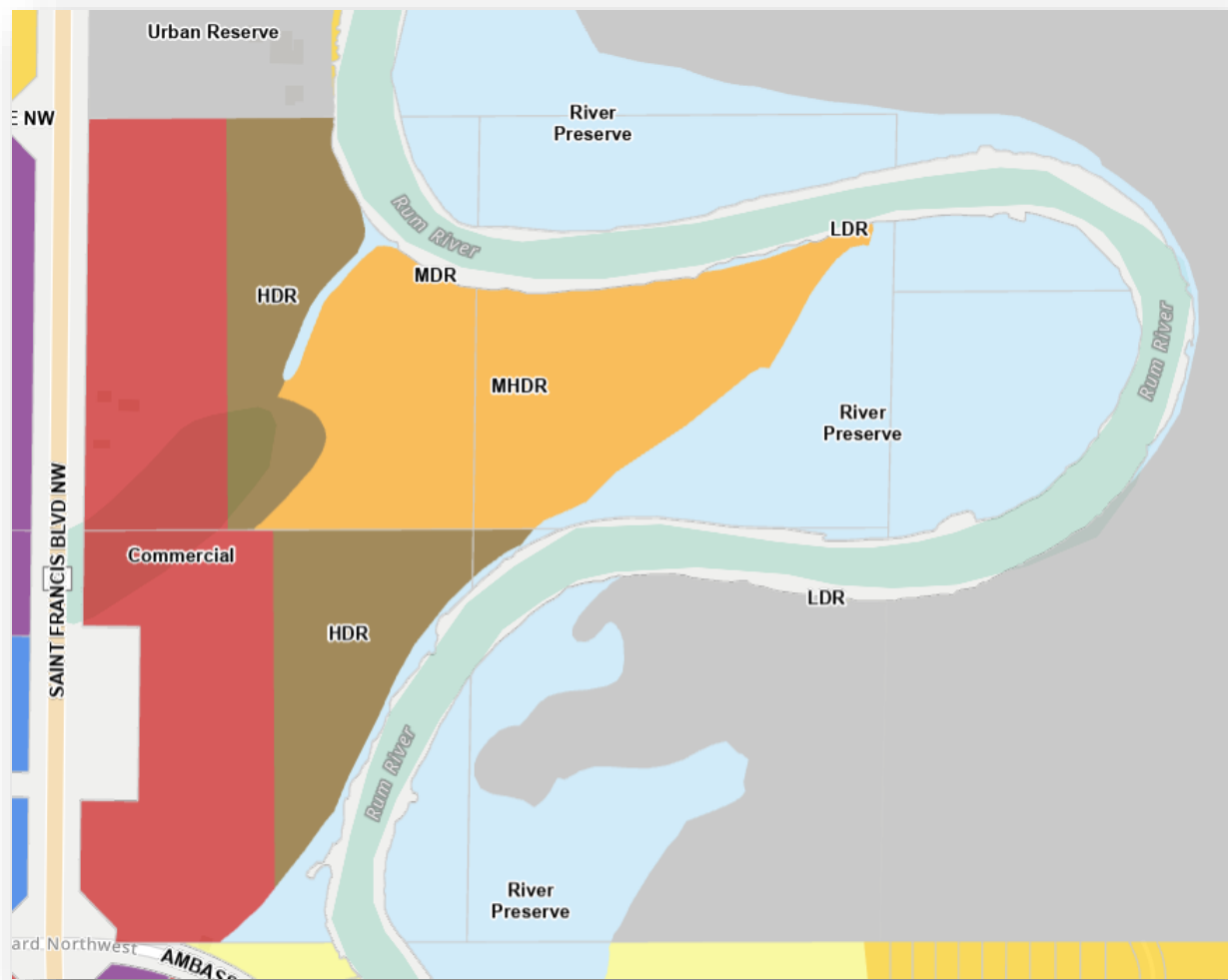
Steven D. Feldman, Mayor

Attest: Jennifer Wida, City Clerk

Dated

EXHIBIT A

Existing Land Use



Proposed Comprehensive Plan Amendment

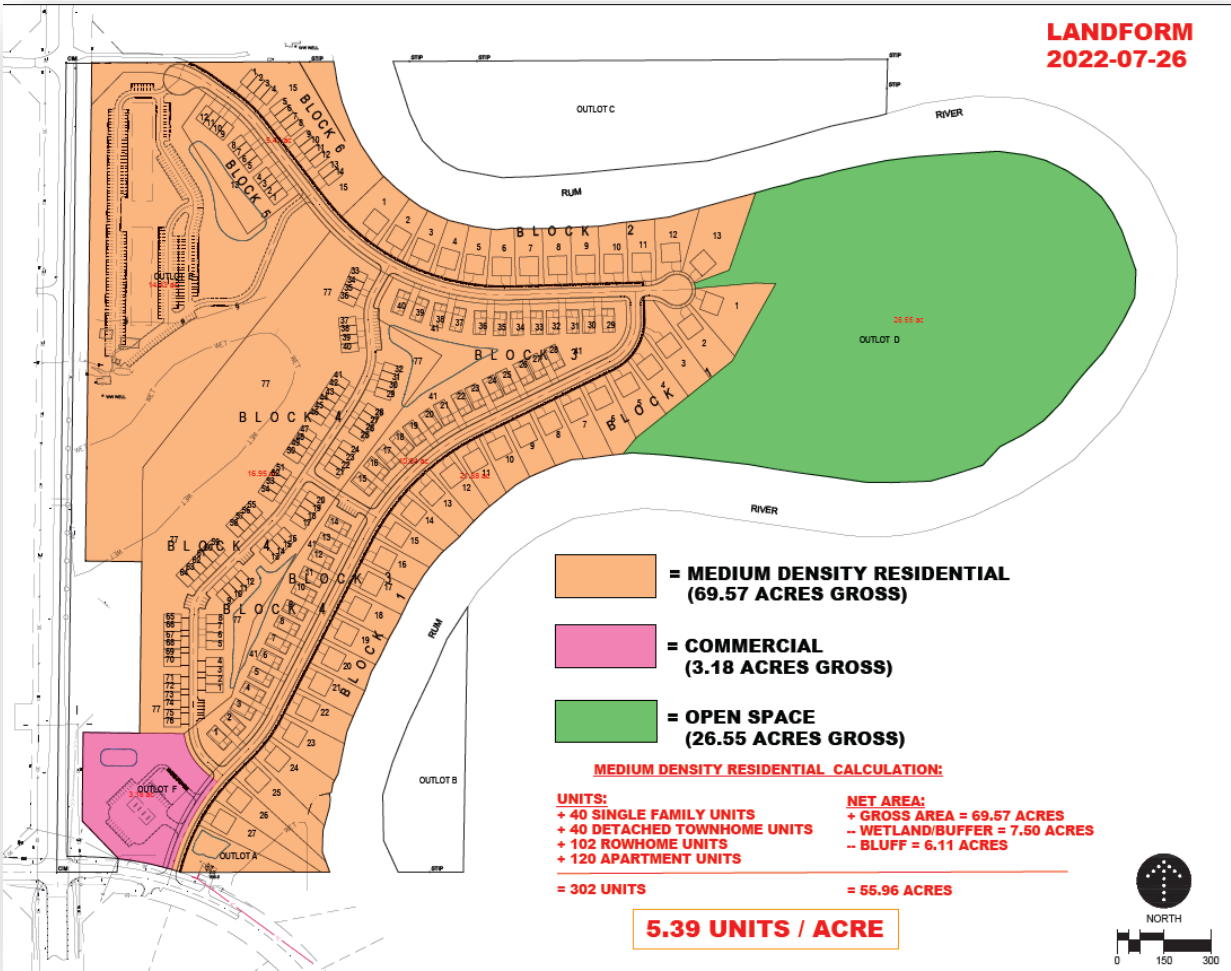
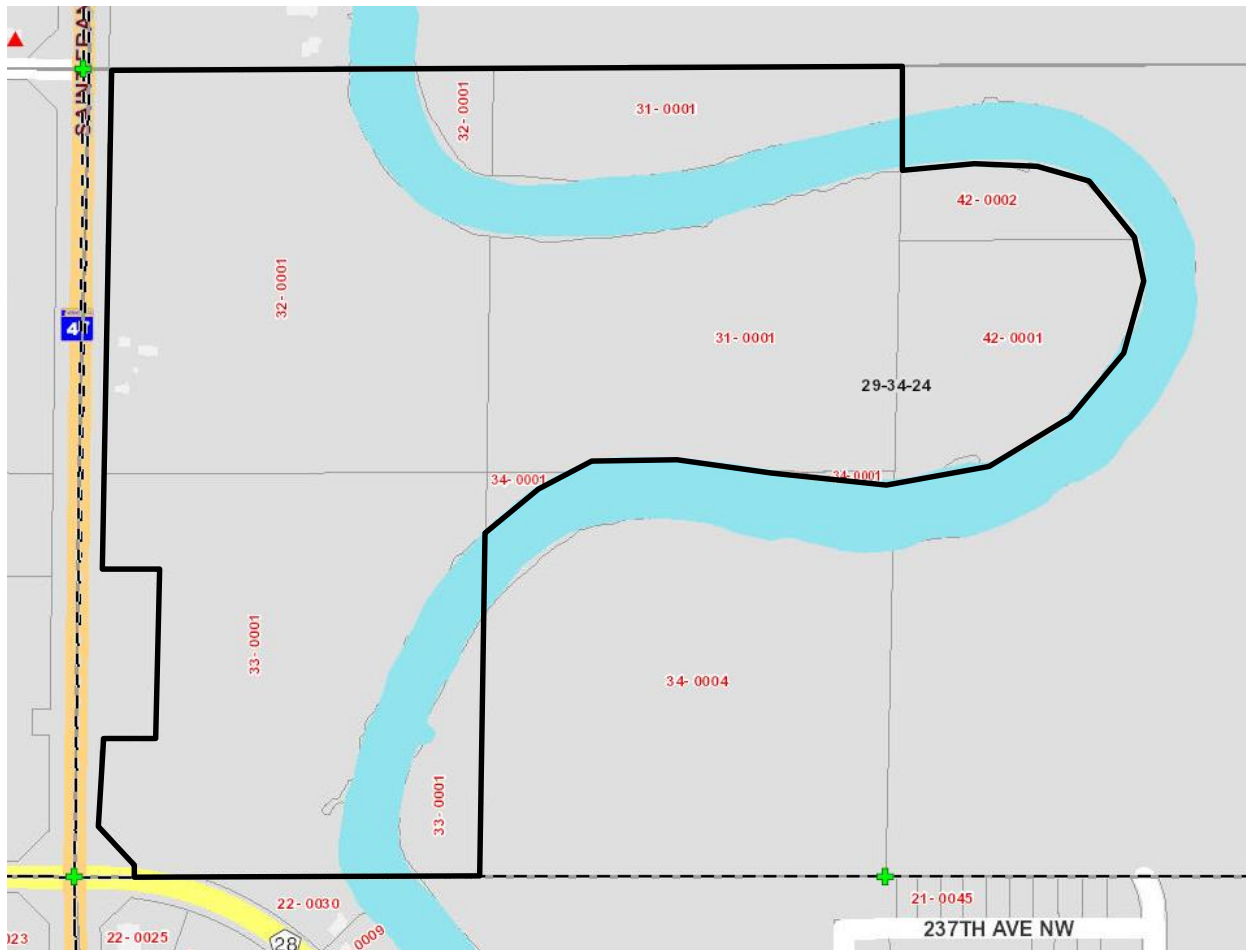
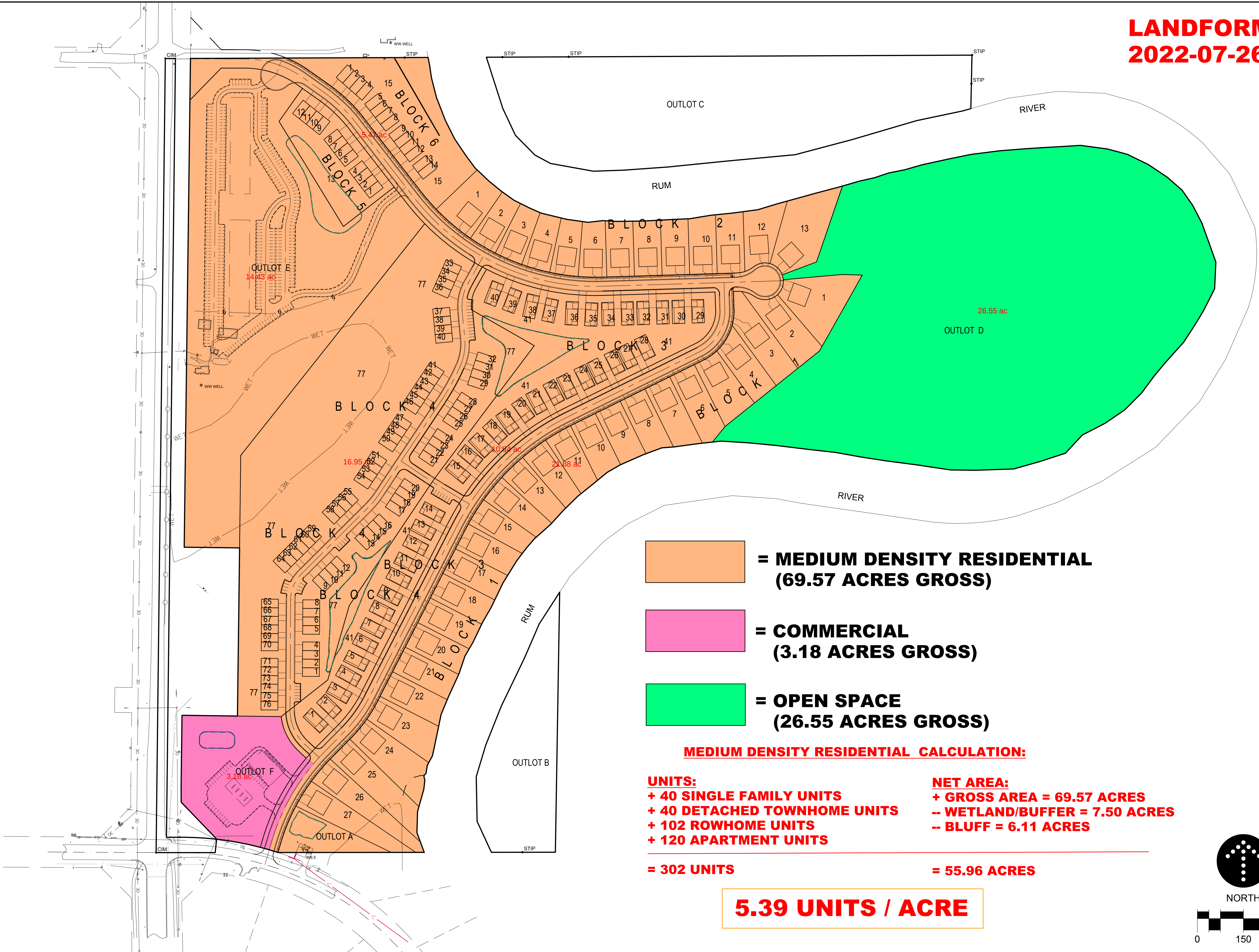


EXHIBIT B



LANDFORM
2022-07-26

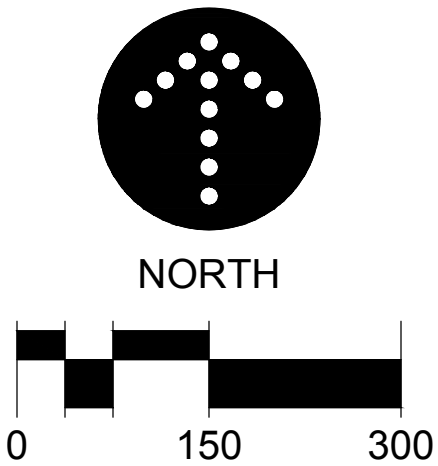


- = MEDIUM DENSITY RESIDENTIAL (69.57 ACRES GROSS)**
- = COMMERCIAL (3.18 ACRES GROSS)**
- = OPEN SPACE (26.55 ACRES GROSS)**

MEDIUM DENSITY RESIDENTIAL CALCULATION:

UNITS:	NET AREA:
+ 40 SINGLE FAMILY UNITS	+ GROSS AREA = 69.57 ACRES
+ 40 DETACHED TOWNHOME UNITS	-- WETLAND/BUFFER = 7.50 ACRES
+ 102 ROWHOME UNITS	-- BLUFF = 6.11 ACRES
+ 120 APARTMENT UNITS	
= 302 UNITS	= 55.96 ACRES

5.39 UNITS / ACRE





PLANNING COMMISSION
AGENDA REPORT

TO: St. Francis Planning Commission
FROM: Beth Richmond, Planner
SUBJECT: Comprehensive Plan Amendment
DATE: 7-13-2022 for 7-20-2022 meeting
APPLICANT: Landform Professional Services, LLC (John Burbank)
LOCATION: 23925 St Francis Blvd
COMP PLAN: LDR, MDR, BPK/LI
ZONING: R-1, R-2, BPK

OVERVIEW:
John Burbank of Landform Professional Services has submitted an application for a Comprehensive Plan amendment for the property located at 23925 St. Francis Blvd NW. This 112-acre site is located between Hwy 47 and the Rum River and includes 6 parcels. The site is currently vacant, with areas of wetland, floodplain, woodland, and steep slopes. The entire site is located within the urban Rum River Management overlay district.

In December 2021, a concept plan for this property was reviewed by the Planning Commission and City Council. This concept plan included a mix of residential uses spread across the site, with a small commercial site located in the southwest corner. During the concept plan review process, it was determined that, among other approvals, the site would require a Comprehensive Plan amendment to reduce the amount of land planned for commercial use and to decrease the allowable density on the site in line with Rum River Management district requirements. The Planning Commission and City Council were supportive of the concept plan as proposed.

The Planning Commission is requested to hold a public hearing, review the Comprehensive Plan amendment, and provide a recommendation to the City Council. If approved, the applicant intends to submit additional applications in the future including rezoning and preliminary and final plats.



REVIEW PROCEDURE

60-Day Land Use Application Review Process

Pursuant to Minnesota State Statutes Section 15.99, local government agencies are required to approve or deny land use requests within 60 days. Within the 60-day period, an automatic extension of no more than 60 days can be obtained by providing the applicant written notice containing the reason for the extension and specifying how much additional time is needed. The deadline for the Comprehensive Plan amendment request is August 15, 2022.

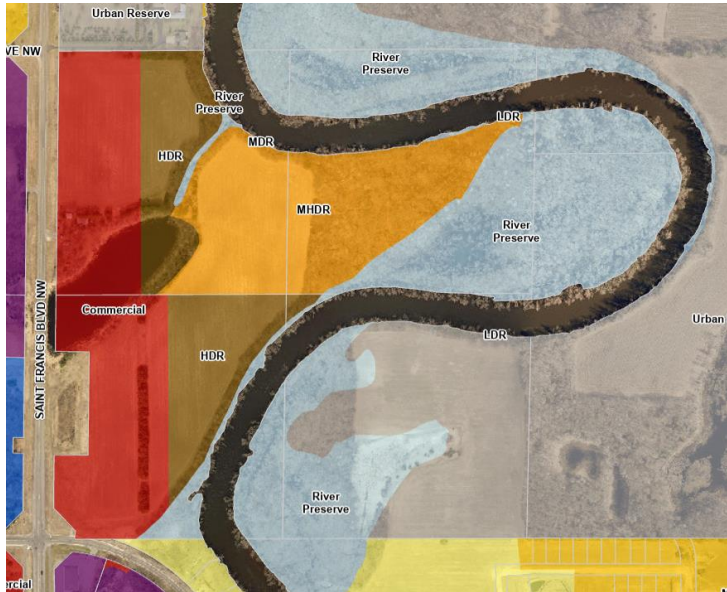
Public Hearing

City Code Section 10-31-03 requires that a public hearing for review of the Comprehensive Plan amendment request be held by the Planning Commission. The public hearing notice was published in the Anoka County Union Herald and mailed to all affected property owners located within 350 feet of the subject property.

COMPREHENSIVE PLAN AMENDMENT REVIEW

The site is currently split into four land use categories on the Future Land Use map in the Comprehensive Plan. 28 acres of land along Hwy 47 is guided for Commercial use. East of that is ~18 acres guided for High Density Residential use (12-60 units per net acre). Further east still is 24 acres guided for Medium/High Density Residential (7-12 units per net acre). The easternmost portion of land is located within the floodplain and is guided River Preserve. The split of the land use categories follows natural breaks in topography throughout the site.

Existing Future Land Use Map

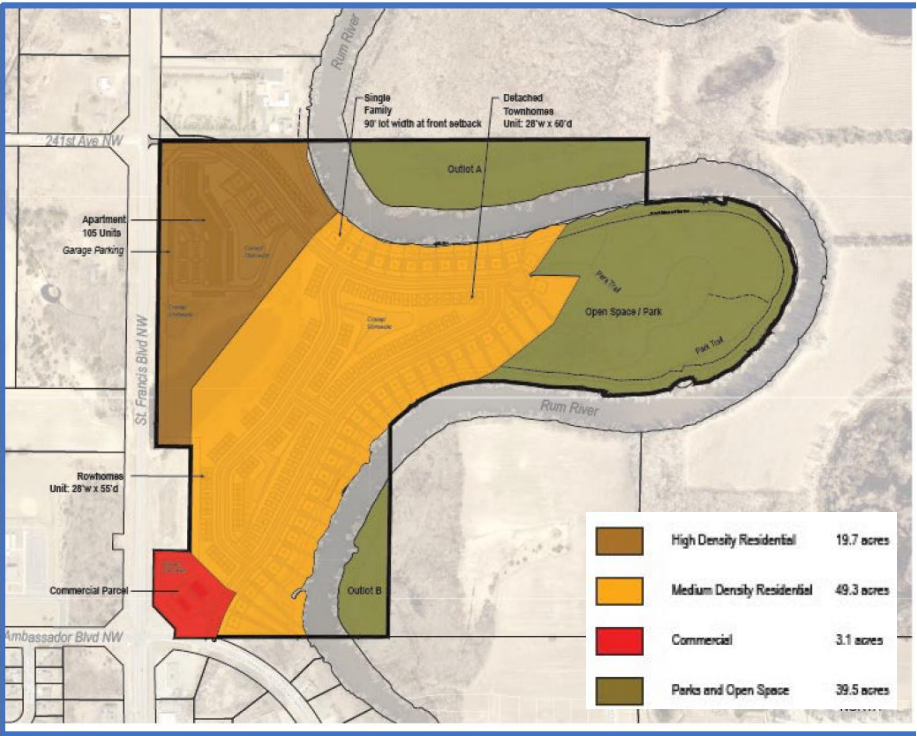


The Comprehensive Plan amendment as proposed would allow a future mixed-use development on the site including 113 single-unit detached residential lots, 82 attached townhome lots, a 105-unit apartment building, and a 3-acre commercial lot.

The requested Comprehensive Plan amendment includes:

1. A reduction of acreage of the commercial land use to 3.1 acres in the southwest corner of the site.
2. A consolidation of the High Density Residential land use to be 19.7 acres into the Northwest corner of the site.
3. Reguide the 49.3-acre balance of the site not identified as Parks and Open Space/River Reserve to be Medium Density Residential. The proposed mix of residential products in this location will meet with the density range of 3 to 7 dwelling units per acre.

Proposed Comprehensive Plan Amendment



The future development of the site will be required to adhere to the density ranges established for in the Comprehensive Plan for each residential land use category. Land guided for High Density Residential (HDR) use must have a density of 12-60 units per net acre. Land guided for Medium Density Residential (MDR) use must have a density of 3-7 units per net acre. Density will be calculated using the Metropolitan Council's definition for net density which excludes land covered by wetlands, water bodies, public parks and trails, public open space, arterial road rights-of-way, and other undevelopable acres identified in or protected by local ordinances such as steep slopes. The applicant should complete calculations for net developable land and net density to ensure that the proposed development will conform to the land uses as requested in Comprehensive Plan amendment.

RECOMMENDATION

Staff supports the requested Comprehensive Plan amendment. The Rum River Management area includes requirements for minimum lot widths and lot area which limit the number of potential units possible on this site. In addition, there are topography challenges that make development challenging. City utilities have the capacity to serve the residential and commercial uses as proposed in this area. Once the City Council takes action on the Comprehensive Plan amendment request, the amendment will be submitted to the Metropolitan Council for final review.

Staff recommends the following:

1. Staff recommends approval of the Comprehensive Plan Amendment to reguide the property at 23925 St. Francis Blvd with conditions and findings of fact.

Proposed Conditions of Approval – Comprehensive Plan Amendment

1. The Comprehensive Plan amendment shall be submitted to the Metropolitan Council for final review and approval.

Proposed Findings of Fact – Comprehensive Plan Amendment

1. The proposed amendment is compatible with the surrounding land uses.
2. Public infrastructure is capable of serving the proposed development on this site.

PLANNING COMMISSION ACTION

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

1. Recommend approval with the conditions and findings of fact as presented by Staff.

Proposed Motion:

Move to recommend approval of the Comprehensive Plan Amendment to regulate the 112-acre site at 23925 St. Francis Blvd with conditions and findings of fact as recommended by Staff.

2. Recommend denial with Planning Commissioners’ findings of fact.
3. Table the request to the next Planning Commission meeting and provide direction to Staff and the applicant as to the additional information needed.

ATTACHMENTS

- Applicant Submittals



CITY COUNCIL
AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Interim Ordinance Prohibiting the Sale, Testing, Manufacturing and Distribution of THC Products, First Reading
DATE: 08-01-2022

OVERVIEW:

A new law was enacted at the end of the 2022 legislative session that allows certain edible and beverage products infused with tetrahydrocannabinol (THC) to be sold. The new law took effect on July 1, 2022. Although the City does not want to prohibit these sales, it is in our best interest to understand them as they relate to our existing ordinances and legal requirements.

The new law expands the authority to include nonintoxicating cannabinoids, including edible cannabinoid products, provided that they do not contain more than 0.3% of any THC. An edible cannabinoid product also cannot exceed more than five milligrams of any THC in a single servicing or more than a total of 50 milligrams of any THC per package.

In order to respond to businesses, there is a need to understand the new legislation to assess the necessity for regulation and/or restrictions related to the sales, testing, manufacturing and distribution of THC products, including through licensing or zoning ordinances. As such, staff recommends that the City adopt an interim ordinance while staff studies the issue.

The attached ordinance imposes a one-year moratorium on the retail sales of THC-infused edibles and drinks within the City of St. Francis. The purpose is to provide time for Staff to review the issues as it relates to enforcement, regulation and licensure of the retail sales of these products.

ACTION TO BE CONSIDERED:

Staff requests Council to adopt the Interim Ordinance Prohibiting the Sale, Testing, Manufacturing and Distribution of THC products.

Attachments: Ordinance 298 - Interim Ordinance Prohibiting the Sale, Testing, Manufacturing and Distribution of THC products

**ORDINANCE NO. 298
CITY OF ST. FRANCIS
ANOKA COUNTY**

**AN EMERGENCY INTERIM ORDINANCE PROHIBITING THE SALE, TESTING,
MANUFACTURING, AND DISTRIBUTION OF THC PRODUCTS**

NOW, THEREFORE, the City Council of the City of St. Francis does ordain:

SECTION 1. BACKGROUND.

1. By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. §151.72 and permitted the sale of edible and nonedible cannabinoid products that contain no more than 0.3 % of Tetrahydrocannabinol, commonly known as THC (“THC Products”).
2. The new law does enact some requirements for labeling and testing, but the law provides no parameters regulating production, compliance checks, or sales of THC Products. The new law does not prohibit local regulation.
3. Pursuant to Minn. Stat. § 462.355, subd. 4, the City is authorized to enact by ordinance a moratorium to regulate, restrict or prohibit any use within the jurisdiction to protect the public health, safety, and welfare. Specifically, the City is authorized to enact a moratorium ordinance to allow it to undertake a study to determine whether to adopt any regulations or restrictions, including siting and location of uses, related to the sales, testing, manufacturing, and distribution of THC Products.
4. Pursuant to its general police powers, including but not limited to, Minn. Stat. § 421.221, subd. 32, the City may enact and enforce regulations or restrictions on THC Products within the City to protect the public safety, health, and welfare, including restrictions and a moratorium on the use of sales, testing, manufacturing, and distribution, during the pendency of a study to determine the need for police power regulations, including but not necessarily limited to licensing and permitting.

SECTION 2. FINDINGS.

1. The City Council finds there is a need to study THC Products and uses and businesses related thereto, in order to assess the necessity for and efficacy of regulation and restrictions relating to the sales, testing, manufacturing, and distribution of THC Products, including through licensing or zoning ordinances, in order to protect the public health, safety, and welfares of its residents.
2. The study will allow the City Council to determine the appropriate changes, if any, that that it should make to City ordinances.

3. The City Council, therefore, finds that there is a need to adopt a City-wide moratorium of the sale, testing, manufacturing, and distribution of THC Products within the City while City staff studies the issue.

SECTION 3. MORATORIUM.

1. No individual, establishment, organization, or business may sell, test, manufacture, or distribute THC Products for twelve (12) months from the effective date of this ordinance.

2. The City shall not issue any license or permit related to THC Products or twelve (12) months from the effective date of this ordinance. No license or permit application, of any kind, by any individual, establishment, organization, or businesses involved in the proposed sale, testing, manufacturing, or distribution of THC Products within the City of St. Francis shall be accepted or considered for twelve (12) months from the effective date of this ordinance.

3. Planning or zoning applications related to THC Products or applications from individuals, establishments, organizations, or businesses involved in the proposed sale, testing, manufacturing, or distribution of THC Products within the City of St. Francis shall not be accepted or considered for twelve (12) months from the effective date of this ordinance.

SECTION 4. STUDY. The City Council directs City staff to study the need for local regulation regarding the sale, testing, manufacturing, or distribution of THC Products within the City of St. Francis. Staff must also study the need for creating or amending zoning ordinances, licensing ordinances, or any other ordinances to protect the citizens of St. Francis from any potential negative impacts of THC Products. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate, or as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

SECTION 5. ENFORCEMENT. The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance. A violation of this Ordinance is also subject to the City's general penalty listed in St. Francis City Code § Sec. 1-1-3.

SECTION 6. TERM. Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect until twelve (12) months from its effective date, at which point, it will automatically expire.

SECTION 7. SEVERABILITY. Should any section, subdivision, clause, or other provision of this Ordinance be held to be invalid by any court of competent jurisdiction,

such decision shall not affect the validity of the Ordinance as a whole, or of any part thereof, other than the part held to be invalid.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective 24 hours after its adoption and posted in three (3) conspicuous places in the newspaper, or until the Ordinance has been published in the official newspaper.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 1ST DAY OF AUGUST, 2022.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council

FROM: Kate Thunstrom, City Administrator

SUBJECT: Ordinance Addition– Chapter 8 – Section 14 Safety Restrictions on Public Access to Waters or Wetlands, First Reading

DATE: August 1st, 2022

OVERVIEW:

Staff has been meeting with Northrop Grumman in regards to safety issues related to water rights and private property. Currently if there is access to water from a public right of way, the public can access those waters. In most cases that is not an issue of concern. However, there are points along the property boundaries of Northrop Grumman in which this creates a public safety issue. There are issues with people access through the water, putting themselves in danger zones. In addition, these people are hunting and shooting guns into danger zones. If a large incident was to occur on that site it would have a city impact with our first responding teams and the dangers to their employees is high.

To prevent this, there is a State Statute that allows the City to pass an ordinance to place restrictions on access to wetlands.

State Statute 103G.235 Restriction on Access to Wetlands, Subdivision 1. Wetlands adjacent to roads. To protect the public health or safety, local units of government may by ordinance restrict public access to public water wetlands from municipality, county or township roads that abut public waters wetlands.

With this Northrop Grumman is requesting the City pass the ordinance to support the safety of everyone in this area.

ITEMS TO BE DISCUSSED:

Staff requests that council review and approve the addition to City code for safety restriction on public access to waters or wetlands

TIMELINE:

1st Reading: August 1, 2022

2nd Reading: August 15, 2022

30-day public Comment: August 19- September 14, 2022

Effective: September 15, 2022

ATTACHMENTS:

- Letter from Northrop Grumman (The Proving Grounds) requesting Ordinance amendment
- Ordinance Addition Chapter 8 – Section 14 Safety Restricts on Public Access to Waters or Wetlands

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

ORDINANCE 299, SECOND SERIES

AN ORDINANCE CHAPTER 8, ADDING SECTION 14 “SAFETY RESTRICTIONS ON
PUBLIC ACCESS TO WATERS OR WETLANDS

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Addition. That Chapter 8, Section 14 shall hereby read as follows:

“Exhibit A”.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 1st OF AUGUST, 2022.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk

EXHIBIT A

SECTION 14 SAFETY RESTRICTIONS ON PUBLIC ACCESS TO WATERS OR WETLANDS

8-14-1 Purpose. The purpose of this ordinance is to protect the general health, safety, and welfare of city residents by restricting public access to certain public waters wetlands located in St. Francis.

8-14-2 Scope. Under Minnesota Statute § 103G.235, subd. 1, a local unit of government, such as a city council, may issue an ordinance for the protection of public health or safety restricting public access to public waters and/or wetlands that abut a municipal, county, or township road.

8-14-03 For public health and safety reasons, there is a need to issue such a restriction on public access to public waters and/or wetlands in St. Francis abutting the following roads:

(a) along the St. Francis side of Jarvis St NW/96th St NW, ¾ of a mile north of 223rd Ave NW and south of 245th Ave NW,

(b) along the St. Francis side of 245th Ave NW/Hazel Bush Trail ¾ mile southeast of 249th Ave NW and west of Nacre St. NW/County Road 28,

(c) along Hill and Dale Dr NW/County Road 70/Sugarbush Rd NW west of Nacre St. NW/County Road 28 and north of 229th Ave NW, and

(d) along Sugarbush Road NW north of 229th Ave NW.

Public waters and/or wetlands abutting the above roads will be called, for purposes herein, the “Restricted Wetlands.”

8-14-04 Prohibited Activity. To protect the public health and safety, public access to the Restricted Wetlands is prohibited. Accessing any such public waters or wetlands in or abutting the Restricted Wetlands from a public road or public land is unlawful.

8-14-05 Enforcement. This ordinance is enforceable by the DNR and/or the City of St. Francis.

8-14-06 Violation/Penalty. Every person convicted of a violation of any provision of this Ordinance shall be guilty of a misdemeanor.