

CITY OF ST. FRANCIS CITY  
COUNCIL AGENDA

**Tuesday, July 5, 2016**

ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)  
4115 Ambassador Blvd. NW  
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
  - a. City Council Minutes –June 20, 2016
  - b. Acknowledge the Planning Commission Minutes of April 20, 2016 and Draft Minutes of June 15, 2016
  - c. Hire Jennifer Urbano as the Public Works/Police Records Clerk contingent upon successful completion of background and workplace assessment evaluation
  - d. Hire Amanda Komorous as a Part Time Liquor Store Clerk
  - e. Hire Emily Nickel as a Part Time Liquor Store Clerk
  - f. Pay Request No. 7 to LaTour Construction for the Bridge Street Utility Improvement
  - g. Pay Request No. 1 to Park Construction Co. of Minneapolis for the Pederson Drive Improvement
  - h. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
  - a. St. Francis Ambassador Program – Float Agreement & Resolution 2016-25
  - b. Tamarack Street: Emmerich & Wallace Minor Subdivision: Resolution 2016-26
  - c. Crown 2<sup>nd</sup> Addition Preliminary & Final Plat: Resolution 2016-27
  - d. East Village (3518 Bridge Street -Old East Shop & Water Tower Site) :
    - 1) Comp Plan Amendment: Resolution 2016-28
    - 2) Ordinance 220, SS: Amending the Official City of St. Francis Zoning Map to Rezone Property at 3518 Bridge Street Associated with the East Village Final Plat to B-2, General Commercial- (First Reading)
    - 3) Preliminary & Final Plat Resolution 2016-29
    - 4) Easement Vacations Related to the East Village Final Plat: Resolution 2016-30
7. Ordinances & Resolution
  - a. Resolution 2016- 31: Appointment of Election Judges
  - b. Resolution 2016- 32: Supporting Anoka County Federal Funding Application for TH 47 Trail/Tunnel Crossing
8. Reports of Consultants & Staff Members
  - a. Engineer: Speed Limit Update – Resolution 2016-33:
  - b. Attorney: Closed meeting pursuant to Minn. Stat. Sec. 13D.05 Subd, 2(b) to discuss allegations or charges against individual subject to council authority
  - c. Staff:
    - Community Economic Development: 1) Request for Anoka County HRA/EDA Funding-Res 2016-34  
2) Approval for Redevelopment Plan
    - Public Works:
    - Liquor Store:
    - Police:
    - City Administrator: 1) Appointment of Acting Police Chief
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

**Calendar of Events**

- July 18: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
July 20: Planning Commission Meeting @ ISD #15 Central Services Center (District Offices) 7:00 pm  
Aug 1: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Aug 2: Night to Unite @ Community Park  
Aug 9: State Primary – Voting hours are 7 am to 8 pm

# MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – July 5<sup>th</sup>, 2016 Council Meeting

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## Agenda Items:

### 4. Consent Agenda:

- a. City Council Minutes – June 20<sup>th</sup>, 2016
- b. Planning Commission Minutes – Acknowledge P.C. Minutes from 4/20/16 and draft minutes from 6/15/16.
- c. Hire Jennifer Urbano as Public Works/Police Records Clerk – Contingent upon a successful completion of background and workplace assessment evaluation.
- d. Hire Amanda Komorous as Part Time Liquor Store Clerk –
- e. Hire Emily Nickel as a Part Time Liquor Store Clerk –
- f. Pay Request No. 7 to LaTour Construction – Bridge Street Utility Improvement
- g. Pay Request No. 1 to Park Construction Co. – Pederson Drive Improvement
- h. Payment of Claims -

### 6. Petitions, Requests, Applications:

- a. St. Francis Ambassador Program, Float Agreement: – The City has historically helped with the maintenance and repairs on the City owned float used by the St. Francis Ambassador Program, with the understanding that once the S.F.A. became a 501c(3) they would take ownership. They are having a difficult time getting the float insured. The attached agreement would have the City cover the float under their insurance and the S.F.A. would assume all costs of use, maintenance, upkeep, storage, repair and operation of the float. The City would make final maintenance payments of \$1,000 for the years 2016 and 2017. All future costs would be transferred to the S.F.A. The S.F.A. Board has approved terms of the agreement.

#### Requested Actions:

- 1) A motion to enter into the agreement between the City of St. Francis and the Miss St. Francis Ambassador Program in regards to the Ownership and Maintenance Agreement of the float.
- 2) A motion to adopt Resolution 2016-25 – a Resolution acknowledging the acceptance and transfer of the St. Francis Ambassador Program Parade Float/Trailer and Authorizing execution of an ownership and maintenance agreement.

- b. Tamarack Street: Emmerich & Wallace Minor Subdivision – A request to divide a 40 acre parcel in two. Location of the parcel is 229<sup>th</sup> and west side of Tamarack Street. The lots will exceed minimum lot sizes, appropriate easements have been Granted, building pad evaluated, and wetlands delineated. A park dedication fee Of \$2,500 is due prior to recording of the minor subdivision.

Requested Action:

- 1) **Adopt Resolution 2016-26 Approving a Minor Subdivision for Bruce Emmerich and Nancy Wallace to Subdivide a 39 Acre Parcel on Tamarack Street.**

- c. Crown 2<sup>nd</sup> Addition Preliminary & Final Plat- Proposal to plat a City owned outlot into one buildable site located north of the Liquor Store. The intent is to make it a buildable site, the site is zoned B-2 General Commercial. A generic use of the property and parking area is shown to demonstrate a conforming use. An easement will placed on the stormwater pond. This site exceeds the minimum lot size of 20,000 square feet and 100 foot width.

Requested Action:

- 1) **Adopt Resolution 2016-27 Approving a Preliminary & Final Plat for Crown 2<sup>nd</sup> Addition.**

- d. East Village (3518 Bridge Street – Old East Shop site) – The proposal is to combine six parcels of land located at the old “East Shop site”. The various parcels have various zoning and a proposal to consolidate the parcels into a single use of B-2 General Commercial is proposed. There is a generic use of the property demonstrated on the preliminary plat. An easement vacation will be proposed as part of the final plat. County has requested their trail be placed in an easement (located west of site). The Bluff Area and River Buffer are proposed to be located in an easement along with at wetland.

Requested Actions:

- 1) **Adopt Resolution 2016-28 Approving Comprehensive Plan Amendment**  
2) **Ordinance 220, SS: Approving Rezoning to B-2 (first reading)**  
3) **Resolution 2016-29: Approving Preliminary & Final Plat**  
4) **(Hold Public Hearing) Resolution 2016-30: Vacation of Right of Way.**

7. **Ordinances & Resolutions:**

- a. Resolution 2016-31 : Appointing Judges of Election for State Primary, August 9<sup>th</sup>, 2016 and General Election, November 8, 2016.
- b. Resolution 2016-32 – Supporting Anoka County Federal Funding Application for TH 47 Trail/Tunnel Crossing. Anoka County is interested in pursuing funding for a pedestrian tunnel under State Highway 47.

8. **Reports:**

- a. **Engineer:** Speed Limits – Reduction of Speed limit along 235<sup>th</sup> Avenue NW. Jared Voge will discuss the process to reduce the speed limit to 30 mph.

Requested Action:

- 1) **Adopt Resolution 2016-33 Establishing Speed Limit on 235<sup>th</sup> Avenue Between Rum River Blvd. and Arrowhead Street NW.**

- c. **Staff:**

**Community Development:** Redevelopment Plan for Bridge Street and Highway 47. Kate Thunstrom will present the request for funding and approving an Agreement for Master Plan.

Requested Action:

- 1) **Resolution 2016-34 Requesting Funds from the Anoka County HRA/EDA for the Completion of the Redevelopment Plan**
- 2) **Approval of the attached agreement including Attachments A and B, with Hoisington Koegler Group, Inc. for the completion of a Master Redevelopment Plan for Bridge Street and Hwy 47 corridors.**

**Finance:**

**Fire:**

**Public Works:**

**Liquor Store:**

**Police:** .

**City Administrator:** Staff is requesting the City Council appoint Todd Schwieger as Acting Police Chief with an adjustment to Pay Grade 19 Step 4.

11. **Old Business:**

12. **New Business:**

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

CITY COUNCIL MINUTES

June 20, 2016

1. **Call to Order:** The regular City Council meeting was called to order by Mayor Steve Kane at 6:00 pm.

2. **Roll Call:** Present were Mayor Steve Kane, Council members Richard Orpen, Rich Skordahl, and Chris McClish. Council member Tim Brown excused. Also present were City Engineer Cody Holmes (Bolton & Menk, Inc.), City Attorney Scott Lepak (Barna, Guzy & Steffen), Fire Chief Matt Kohout, Public Works Director Paul Teicher, Liquor Store Manager John Schmidt, Police Sgt. Todd Schwieger, City Finance Director Darcy Mulvihill, Community Development Director Kate Thunstrom, City Administrator Joe Kohlmann, and City Clerk Barb Held.

3. **Adopt Agenda:** MOTION BY McCLISH SECOND SKORDAHL TO ADOPT THE JUNE 20, 2016 CITY COUNCIL AGENDA. Motion carried 4-0.

4. **Consent Agenda:** MOTION BY ORPEN SECOND McCLISH APPROVE THE JUNE 20, 2016, CITY COUNCIL CONSENT AGENDA A-FAS FOLLOWS: Skordahl asked if we are conducting exit interviews. We just had two people recently leave from the police department.

- a. City Council Minutes –June 6, 2016
- b. Pay Request No. 11 for \$1,840,682 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
- c. TNT Fireworks Retail Sale Permit: 23122 St. Francis Blvd, Cty Market Parking Lot
- d. Accept the resignation of Police Officer Eric Algiers
- e. Acknowledge the SFHS Dance Team Parent Booster Club Lawful Gambling Exempt Permit at the St. Francis High School on September 12, 2016
- f. Payment of Claims \$2,415,467.99 (ACH #153E-154E \$122,336.88 Check # 70829-70905 \$2,293,131.11) Motion carried 4-0.

5. **Meeting Open to the Public:** Doug Lennartson, 23355 Jonquil Street NW, stated he has called city hall a number of times about some homes in his neighborhood. In 2001 when I built my house I was told to remove the decorative rock 10 feet back from the curb. There are a number of people that have rock right up to the curb. Also there are homes that have so many cars in the driveway they park in the street. I have called Kate (Community Development Director) and Joe (City Administrator) and express my concerns. Someone is going to get killed because you can't see around all the vehicles. I know some people have been cited and received citations for the excess cars and junk. Don't know if they have a business out of their home or not. Respectfully ask the city to look into this.

Steve Feldman, 22766 Poppy Street, before you vote on the agenda item for stop signs on Poppy Street. I would like to clarify a few points. The engineers report dated March 15 referenced the findings solely on an engineering study. My letter dated May 12 request two stop signs, one would be in Oak Grove facing North and the other sign would be in our City facing South. I don't believe that his recommendation for traffic calming measures such as

median barriers, chokers or bump-outs can be done on a two lane road. Plus the cost factor, if it could be done, would be far more than what I and my neighbors are asking for. Can't believe of the cost of two stop signs would cost more than the previous amount that was spent back in 2008 on signage. We believe the signs are a good attempt to slow traffic down and as I have stated before, in a previous meeting, our Chief of Police and the Commander of Anoka County Sheriff's Office, my neighbors from Oak Grove and St. Francis are all in favor of this. In closing, I would just like to say that it is better to try something and fail than not try at all. If the signs do not work they can always be taken down, but on the other hand they could prevent an accident and that alone should be reason enough to install them. Thank you for your consideration in this matter.

6. **Petitions, Requests, Applications:**

a. **Presentation of Donation to St. Francis Ambassador Program:** Mayor Kane stated these girls travel thousands and thousands of miles representing St. Francis. Kane presented the St. Francis Ambassadors a check for \$365.67. This donation comes from the proceeds of the Mayor's Snowmobile Ride that again was cancelled this year. There are many repairs that are needed on the float and donations to their program are always welcome. Kane stated he and his wife feel this is a worthwhile program and would like to donate a check of \$100 to them also.

7. **Ordinances & Resolution:**

a. **Resolution 2016-24: Proclaiming Support of a Heart Safe St. Francis:** MOTION BY ORPEN SECOND McCLISH TO ADOPT RESOLUTION 2016-24 A RESOLUTION PROCLAIMING SUPPORT OF A HEART SAFE ST. FRANCIS. Motion carried 4-0. Kane thanked Fire Chief Matt Kohout for all his work in moving this project along.

8. **Reports of Consultants & Staff Members:**

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

**Economic Development:**

**Finance: GFOA-Distinguished Budget Presentation Award 2016:** Kane stated I think this is number seven in a row. Kane thanked Finance Director Darcy Mulvihill for all her work. The Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting.

**Fire:**

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator: Poppy Street Signage:** City Administrator Joe Kohlmann stated there is an engineering report dated March 15, 2016 attached to my agenda memorandum that was part of the packet. I want to clarify as Mr. Feldman stated at a staff level their staff said they would bring this forward if we approved it. Kane said at 5:30 pm this evening I was on the phone with Mayor Korin of Oak Grove. Mayor Korin knows of this request but at this point, he is not in favor. He thinks this is a speed issue and feels once the roundabouts are in the speed concerns will go away. He said he has seen none of the data. What he is going to do is to have his interim city administrator look into the notes and review the city engineer's report. Kane said right now my suggestion would be to table this until Oak Grove approves it. Orpen said

maybe they will do the same thing and send it back for our approval and it will go back and forth. I think we should approve it and pass it on to them. Mr. Feldman from the audience asked the Mayor for a point of order, which Kane granted. Feldman said I did talk to the Chief of Police and he thinks the stop signs would work hand in hand with the roundabouts and slow down the traffic. I had talked to the former administrator Rick Juba but I also have talked to the current interim Dallas Larson but maybe he does not have all the paperwork. McClish said I support the stop signs. MOTION BY McCLISH SECOND SKORDAHL TO APPROVE THE INSTALLATION OF THE STOP SIGNS ON POPPY STREET CONTINGENT ON THE APPROVAL FROM THE CITY OF OAK GROVE. Orpen asked would the stop sign keep the traffic moving as the roundabouts are intended for. McClish thought the round abouts are designed more to keep the traffic moving on the county roads and not city roads. Motion carried 4-0.

9. **Report from Councilmembers:** McClish wanted to thank all the volunteers who worked during Pioneer Days.

Skordahl thanked Mr. Feldman for all his hard work on the Poppy Street signage.

Orpen stated there is a community event this weekend at the high school. The play “The Lion King Jr.” will be held Friday 7:00 pm, Saturday 7:00 pm and Sunday at 2:00 pm. The cast are kids from 2<sup>nd</sup> grade to high school. Orpen asked Kane if he contacted Commissioner Look regarding a library expansion. Kane said yes I did and he said there is no upgrade in the future for the St. Francis Library. That is not before one is built in the eastern part of Anoka County. He is trying hard to keep it open. Orpen said I really do not agree with that reasoning. At least repair the parking lot.

10. **Report from Mayor:** I have the honor tonight to report that one of our residents Kiana Eide, has been selected to be on the Olympic Rhythmic Gymnastics Group. Kiana is the daughter of Troy and Lolita Eide owners of Hong Kong Delight in St. Francis. Troy and Kiana have been living in Illinois the last two years while she was training. They are trying to raising money so all four of their family members can attend the Olympics in Rio, Brazil. Cost are very expensive for airfare, hotel and tickets to the events. They do have a GoFundMe account set up.

11. **Old Business:** None.

12. **New Business:** Orpen said the crash that happened on 235<sup>th</sup> Avenue where a car went through a house speed was definitely a factor. That one was an exception; however, I would like to see the speed limit lowered to 30 mph down from 35 mph along 235<sup>th</sup>. Kane asked if staff could come back to the next meeting with findings on how that could be lowered. Orpen also stated I would like thank the fire department for their help securing the scene.

13. **Adjournment:** Mayor Kane adjourned the regular city council meeting at 6: 27 pm.

**CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
PLANNING COMMISSION MINUTES  
April 20, 2016**

1. **Call to Order:** The Planning Commission meeting was called to order at 7:00 pm by Chairman Steinke.
2. **Roll Call:** Present were Ray Steinke, Brittney Berndt, Todd Gardner, Joel Olson and William Murray.
3. **Adopt Agenda:** Motion by Olson, second by Berndt to approve the April 20, 2016 agenda. Motion carried 5-0.
4. **Election of Officers for 2016:** Motion by Olson to elect Steinke as Chair, Second by Berndt. No other nominations. Approved 4-0, Steinke abstained.

Motion by Steinke to elect Berndt as Vice Chair, Second by Gardner. No other nominations. Approved 4-0, Berndt abstained

5. **Approve Minutes:** Motion by Olson, second by Gardner to approve the October 21, 2015 minutes. Motion carried 5-0.
6. **Public Comment:** None
7. **Public Hearing:** Rum River Terrace PUD Amendment

Introduced by Nate Sparks, Northwest Associates Consultants, Hearing is to address specific changes to the Rum River Terrace PUD that was approved in 2004. This is an existing development, half of the development has been completed. The amendment addresses the second half of the development that has not had successful development.

- Request is to transfer twin home lots to Single-family detached.
- Setback – lots will follow 35' front setback as originally proposed, request a change to side setbacks to 5' on each side.
- Lot sizes are currently not equal, propose to adjust lot lines to 50' width. One lot will be less due to drainage.
- Not seeking to continue Association guidelines on the applicable lots.
- Impervious surface will be capped between 40% to 50%, recommending 50% and consider open space
- House type is same/similar to the twin home styles. Five styles provided and city will watch when building permits applied for to verify meet
- Applicants want to adhere to 400 sq. ft. garage requirements and not meet current ordinance requirements of 440 sq. ft.
- Units would be required to meet R2 district building requirements beyond noted above changes.
- Snow and water drainage may be a concern with limited area.

PUD amendment is to assist the development in reasons of sale and get it going again. There are conditions of the approved as outlined in the staff memo.

Murray questioned guest parking and designated areas, Sparks noted that is not considered but was not arranged as part of the original approval.

Olson made an inquiry into 232<sup>nd</sup> verifying it was a private road.

Public Comment – Elisha Grams, 3571 232<sup>nd</sup> Ave NW – verified lots involved Lots 3-18, 21-30 of Block 3 and Lots 1-6 of Block 4. Noting nothing on the private road is part of the application. Per Sparks, the amended area will not be part of either of the existing associations.

Public Comment – Alyssa Newbury, 23289 Vintage St NW – Representing RR Terrace board, concerned about maintaining the visual appearance of the community. What will divide homes within or outside of the association, is there any physical barrier between the two? Any changes to the road? Can it be required that they continue as an association? Concerns in regards to the pump house/ irrigation well. This association is currently paying the costs for the pump house and street light electric. Per Sparks, he will speak to the engineer in regards to the well house. As it may make sense to place a fence between properties, nothing is required. No change to the roads, using existing layout, as the applicant is seeking to eliminate the association, the Planning Commission could make it a requirement to hold it.

Public Comment – Barb Hanks, 3570 232<sup>nd</sup> Ct NW – main concern is in regards to the current two new builds, why didn't they have a public hearing? No copies of the homes like attached to this meeting, just building permits. Concerned as the two new homes do not represent the investments already in place. That area is under an association, where is the requirements upon new units? Per Sparks, the original plat was created in 2004. It would have gone through a public hearing at that time. The city does not enforce declarations that is the duty of the Association of that development. Association would be charged with responsibility of style, color etc. The City approves building permits, does not act as, or enforce declarations or Association rules.

Barb provided photos of the concerns and how the two new homes under construction do not match those that were originally placed in the development. Noted that residence are extremely disappointed as it is a nice area and being maintained.

General conversation between the Commission, Councilmember Rich Skordahl and the public in regards to the process in 2004, it was approved back then as a whole development and not the specifics we are looking at today in regards to styles. Public is concerned about issues related to maintaining the grounds, parking, street parking and that they were understanding when they purchased the development as a whole would be conforming to the same rules.

Steinke reminded the audience that this public hearing is to change an existing plan. That the land concerns they have were addressed in a public hearing before they purchased / when the development was established. There are no changes to their parcels within this hearing.

Olson addressed issues of the City ordinances in place in regards to lot width, currently an R2 district is 80', they are requesting 50' although there is room to create 80' lots. Garage requirements in place are 440 sq. ft., and they are requesting 400 sq. ft. Set back requirements are 10' house side and 5' garage, and they are requesting 5' and 5'. Olson does not support those requests as they are outside if the spirit of the code in which they were put in place to begin with. This development has the room and the ability to create conforming lots. If these codes are important to us now, does not support these differences.

Murray requested clarification in regards to yard buildings or sheds (accessory buildings), per Sparks, they will follow the standard code requirements. In regards to decks they will be allowed if they are able to meet setbacks.

Gardner questioned styles and the information provided, per Sparks, there are 5 different plans in place, any builder going forward would have to comply with those styles and be consistent with those styles.

Olson made motion to not recommend this application, Second by Berndt. Motion failed 2-3

Gardner made a motion to accept the application with the conditions set forth in 1-8 in the packet, Second by Murray with the request that the applicant strongly consider to hold the association. Passed 3-2, Nay Olson and Berndt

**8. Planning Commission Discussion**

Concerns that were brought up in regards to new home not conforming in RR Terrace along 232<sup>nd</sup>. Commission requested that staff review the concerns and report back.

**9. Adjournment:** Motion by Berndt, second by Olson to adjourn. Motion carried 5-0. Meeting adjourned at 8:40 pm.

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Kate Thunstrom, Community Development Director

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Date

**CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
PLANNING COMMISSION MINUTES  
June 15, 2016**

1. **Call to Order:** The Planning Commission meeting was called to order at 7:00 pm by Chairman Steinke.
2. **Roll Call:** Present were Ray Steinke, Brittney Berndt, Todd Gardner, Joel Olson and Greg Zutz. William Murray absent.
3. **Adopt Agenda:** Motion to adopt by Zutz, second by Berndt to approve the June 15, 2016 agenda. Motion carried 5-0.
4. **Approve Minutes:** Motion by Olson, second by Gardner, to approve the April 20, 2016 minutes. Motion carried 5-0.
5. **Public Comment:** None
6. **Public Hearing Emmerich & Wallace Minor Subdivision** – New request for a minor subdivision located off 229<sup>th</sup> and Tamarack Street. This is a 39+ acre parcel that is wishing to divide in two. Applicant is splitting the lot in half and planning each site to accommodate one building. Soil boring exists, lots appear to have no issues in regards to building. Large wetland delineated as required, being reviewed. Request conforms to ordinances.  
  
**Public Hearing** – nobody requested to speak.  
No further discussion from Commission  
**Recommendation** by Olson to recommend approval with completion of the six requested Action items. Second by Berndt. Motion Carried 5-0
7. **Public Hearing Crown 2<sup>nd</sup> Preliminary Plat** – City owned parcel as it was left over land from a road project. Left as an Outlot with a current pond. To make Buildable/Marketable this process is necessary to move forward. Will maintain pond in an Outlot and the access to Hwy 47 will remain. Plat before you shows the largest potential building meeting zoning codes to identify a demonstrated use.  
  
**Public Hearing** – nobody requested to speak.  
**Discussion:** Clarification that pond is on the north side of property. Pond does need to stay as it was created for Hwy 47 and Aztec road development  
**Recommendation** by Zutz, to recommend approval with completion of the two requested Action items. Second by Olson. Motion Carried 5-0
8. **Public Hearing East Village Preliminary Plat** – Past County and public works location, currently owned by the City. Parcel currently is six separate parcels that is being combined into one plat for building/marketing purposes. Proposed as plat maintaining wetland easement. Although plat represents a historic access point, potentially moving to the east and in discussions with Casey's about access. Access is not a critical decision at this point but needed to be represented for County review. County trail on site, will keep as an easement. Right of way makes space for proposed trail similar to the existing trail on Bridge St. Review by the County is still underway. Furthest west and south parcel is a

fee title parcel owned by the city. In the past shown as a potential right of way. City will complete a vacation to make sure there is no public perception of rights or idea of a future road. Again, plat shows the largest potential use meeting zoning codes to identify a demonstrated use.

**Public Hearing** – nobody requested to speak.

**Discussion:** Question on the access point for clarification. Mr. Sparks identified that the County had completed a study on that area and the City Council adopted the final plan. City has every intent to follow. If there is no way to make it work, county has been open to negotiations. Zutz requested process of ponds and what sort of measures are expended for maintenance, care and mosquitos? Mr. Sparks made note that the Crown site pond is existing and the ponding at the Crown plat will be used as needed. Also it is in the interest of the City to make sure ponds are maintained and working well. City is currently part of the Minnesota Mosquito Control District and they do a great deal of work on local ponds. City also has landscape requirements including maintenance and a seed mix to hold slope and keep from becoming distressed looking.

**Recommendation** by Olson, to recommend approval with completion of the two requested Action items to 1.combine the 6 total parcels into 1 parcel, and 2.designate a single zoning code of B2 to the full parcel. Second by Berndt. Motion Carried 5-0

9. **Planning Commission Discussion**

Mr. Sparks updated the group on previous discussion regarding Rum River Terrace and concerns from residents about construction and association needs.

Mr. Sparks provided an update in regards to recent legislation. Items of interest include the Temporary Health Care Housing and Fence Viewing. It was requested that additional information be brought back to the Commission at the July 20, 2016 meeting.

Mr. Steinke announced he would be absent from the July meeting.

Mr. Zutz requested updates in regards to the Meridian development and the Assisted Living development. Per Mr. Sparks, the Meridian development is in the process of creating program changes due to recent changes in legislation. As their approval expires in July, they will continue to own the land and work on a potential site going forward. The Assisted Living project has until November to meet the next deadlines. They are finalizing their business plan and working to ensure their building proposed fits that plan. If drastic changes occur they would be back before the Planning Commission.

10. **Adjournment:** Adjourned by Steinke at 7:49 p.m.

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Kate Thunstrom, Community Development Director

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Date



# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

June 29, 2016

Mr. Paul Teicher, Public Works Director  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

RE: 2015 – Bridge Street Utility Improvements  
St. Francis, Minnesota  
BMI Project No: R18.107257

Dear Paul,

Enclosed please find three signed copies of Payment Estimate No. 7 for the above referenced project. The estimate includes all work completed through June 24, 2016. We have reviewed the estimate and recommend approval as submitted. Please review the estimate, and if acceptable, sign and date all copies of the pay estimate and forward one copy to LaTour Construction, Inc. with payment, one copy to me, and keep one copy for your records.

If you have any questions, please call.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
City Engineer

JAV/kg

Enclosures

CONTRACTOR'S PAY REQUEST  
2015 BRIDGE STREET UTILITY IMPROVEMENTS  
ST. FRANCIS, MINNESOTA  
BMI PROJECT NO. R18.107257

CONTRACTOR  
OWNER  
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$ 1,264,546.73
TOTAL, COMPLETED WORK TO DATE.....	\$ 802,104.08
TOTAL, STORED MATERIALS TO DATE.....	\$ 20,507.95
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....	\$ 20,507.95
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$ 802,104.08
RETAINED PERCENTAGE ( 5% ).....	\$ 40,105.20
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$ -
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$ 761,998.88
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$ 752,891.87
PAY CONTRACTOR AS ESTIMATE NO. 7 .....	\$ 9,107.01

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: LaTour Construction, Inc.  
2134 County Road 8 NW  
Maple Lake, MN 55358

By  PROJECT MANAGER 6/28/16  
Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By  City Engineer 6/29/16  
Jared Voige, P.E. Title Date

APPROVED FOR PAYMENT:  
Owner: ST. FRANCIS, MINNESOTA

By \_\_\_\_\_ City Administrator \_\_\_\_\_  
Joe Kohmann Title Date

**PARTIAL PAY ESTIMATE NO.**  
**2015 BRIDGE STREET UTILITY IMPROVEMENTS**  
 ST. FRANCIS, MINNESOTA  
 BMI PROJECT NO. R18.107257

WORK COMPLETED THROUGH JUNE 24, 2016

ITEM NO.	DESCRIPTION	UNIT	PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
				BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
1	MOBILIZATION	LUMP SUM	\$ 172,000.00	1	\$ 172,000.00	0.90	\$ 154,800.00	0.90	\$ 154,800.00
2	CLEARING AND GRUBBING	LUMP SUM	\$ 16,000.00	1	\$ 16,000.00	0.45	\$ 7,200.00	1.00	\$ 16,000.00
3	REMOVE CONCRETE CURB & GUTTER	LIN FT	\$ 4.00	580	\$ 2,320.00		\$ -	78	\$ 312.00
4	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$ 3.25	4001	\$ 13,003.25	2672	\$ 8,684.00	2672	\$ 8,684.00
5	REMOVE CONCRETE PAVEMENT	SQ YD	\$ 6.40	200	\$ 1,280.00	67	\$ 428.80	140	\$ 896.00
6	REMOVE SANITARY SEWER PIPE	LIN FT	\$ 4.50	2025	\$ 9,112.50	1446	\$ 6,507.00	1446	\$ 6,507.00
7	REMOVE SANITARY SEWER STRUCTURE	EACH	\$ 420.00	13	\$ 5,460.00		\$ -		\$ -
8	ABANDON SANITARY SEWER PIPE	LIN FT	\$ 3.45	706	\$ 2,435.70		\$ -		\$ -
9	REMOVE LIFT STATION	LUMP SUM	\$ 8,600.00	1	\$ 8,600.00		\$ -		\$ -
10	COMMON EXCAVATION (P) (EV)	CU YD	\$ 9.75	2675	\$ 26,081.25	1,531.0	\$ 14,927.25	1531	\$ 14,927.25
11	SELECT GRANULAR BORROW	CU YD	\$ 16.45	1735	\$ 28,540.75	535	\$ 8,800.75	535	\$ 8,800.75
12	AGGREGATE SURFACING CLASS 5	TON	\$ 20.00	50	\$ 1,000.00		\$ -		\$ -
13	AGGREGATE BASE CLASS 5 (CV)	CU YD	\$ 29.65	875	\$ 25,943.75	409	\$ 12,126.85	409	\$ 12,126.85
14	TYPE SP 12.5 WEARING COURSE (3,C) (SPWEB340C) (2360)	TON	\$ 97.15	645	\$ 62,661.75	392	\$ 38,082.80	392	\$ 38,082.80
15	TYPE SP 12.5 NON-WEARING COURSE (3,B) (SPNWB330B) (2360)	TON	\$ 86.35	670	\$ 57,854.50	392	\$ 33,849.20	392	\$ 33,849.20
16	8" X 6" PVC SDR 26 WYE	EACH	\$ 725.00	7	\$ 5,075.00		\$ -		\$ -
17	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	\$ 140.00	7	\$ 980.00		\$ -		\$ -
18	AIR RELIEF MANHOLE	EACH	\$ 3,830.00	4	\$ 15,320.00	4	\$ 15,320.00	4	\$ 15,320.00
19	AIR RELIEF VALVE ASSEMBLY	EACH	\$ 2,845.00	4	\$ 11,380.00	4	\$ 11,380.00	4	\$ 11,380.00
20	CONNECT TO EXISTING FORCEMAIN	EACH	\$ 1,630.00	4	\$ 6,520.00	4	\$ 6,520.00	4	\$ 6,520.00
21	20" STEEL CASING PIPE (JACKED)	LIN FT	\$ 754.00	38	\$ 28,652.00	42	\$ 31,668.00	42	\$ 31,668.00
22	30" STEEL CASING PIPE (JACKED)	LIN FT	\$ 709.00	65	\$ 46,085.00		\$ -		\$ -
23	8" PVC SANITARY SEWER PIPE SDR 35	LIN FT	\$ 42.60	784	\$ 33,398.40		\$ -		\$ -
24	12" PVC SANITARY SEWER PIPE SDR 26	LIN FT	\$ 57.00	29	\$ 1,653.00		\$ -		\$ -
25	18" PVC SANITARY SEWER PIPE SDR 26	LIN FT	\$ 82.65	2303	\$ 190,342.95	1,446.00	\$ 119,511.90	1446	\$ 119,511.90
26	10" ID FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	\$ 65.00	2512	\$ 163,280.00	2340	\$ 152,100.00	2340	\$ 152,100.00
27	10" ID HDPE DR 11 FORCEMAIN TRENCHLESS INSTALLATION	LIN FT	\$ 79.00	700	\$ 55,300.00	577	\$ 45,583.00	577	\$ 45,583.00
28	6" PVC SANITARY SEWER PIPE SDR 26	LIN FT	\$ 29.75	110	\$ 3,272.50		\$ -		\$ -
29	CASTING ASSEMBLY (SANITARY)	EACH	\$ 761.00	11	\$ 8,371.00	6.0	\$ 4,566.00	6	\$ 4,566.00
30	CONNECT TO EXISTING WATERMAIN	EACH	\$ 1,300.00	1	\$ 1,300.00		\$ -		\$ -
31	6" GATE VALVE & BOX	EACH	\$ 1,525.00	2	\$ 3,050.00	1	\$ 1,525.00	1	\$ 1,525.00
32	8" GATE VALVE & BOX	EACH	\$ 2,020.00	1	\$ 2,020.00		\$ -		\$ -
33	10" GATE VALVE & BOX	EACH	\$ 2,700.00	1	\$ 2,700.00	1	\$ 2,700.00	1	\$ 2,700.00
34	HYDRANT	EACH	\$ 3,950.00	1	\$ 3,950.00		\$ -		\$ -
35	6" PVC C-900 DR 18 WATERMAIN	LIN FT	\$ 37.00	5	\$ 185.00		\$ -		\$ -
36	8" PVC C-900 DR 18 WATERMAIN	LIN FT	\$ 24.50	240	\$ 5,880.00		\$ -		\$ -
37	CONNECT TO EXISTING SANITARY SEWER	EACH	\$ 2,700.00	5	\$ 13,500.00	2	\$ 5,400.00	2	\$ 5,400.00
38	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	\$ 178.00	154	\$ 27,412.00	87	\$ 15,487.78	87.05	\$ 15,494.90
39	SANITARY SEWER BYPASS	LUMP SUM	\$ 13,900.00	1	\$ 13,900.00		\$ -		\$ -
40	PIPE FITTINGS	POUND	\$ 7.25	367	\$ 2,660.75	848	\$ 6,148.00	848	\$ 6,148.00

ITEM NO.	DESCRIPTION	UNIT	PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
				BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
41	5" CONCRETE SIDEWALK	SQ FT	\$ 7.00	755	\$ 5,285.00	300	\$ 2,100.00	300	\$ 2,100.00
42	B618 CONCRETE CURB & GUTTER	LIN FT	\$ 24.55	580	\$ 14,239.00	\$ -	\$ -	\$ -	\$ -
43	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 72.25	165	\$ 11,921.25	\$ -	\$ -	\$ -	\$ -
44	TRAFFIC CONTROL	LUMP SUM	\$ 11,700.00	1	\$ 11,700.00	0.75	\$ 8,775.00	0.75	\$ 8,775.00
45	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$ 1.95	2630	\$ 5,128.50	196	\$ 382.20	196	\$ 382.20
46	STORM DRAIN INLET PROTECTION	EACH	\$ 100.00	13	\$ 1,300.00	6.0	\$ 600.00	6	\$ 600.00
47	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$ 4.50	850	\$ 3,825.00	852	\$ 3,834.00	852	\$ 3,834.00
48	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	\$ 850.00	1	\$ 850.00	1	\$ 850.00	1	\$ 850.00
49	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	SQ YD	\$ 2.65	760	\$ 2,014.00	552	\$ 1,462.80	552	\$ 1,462.80
50	HYDRAULIC MATRIX TYPE BONDED FIBER, SEED MIX 25-131, FERTILIZER TYPE 3 (22-5-10)	SQ YD	\$ 1.05	8180	\$ 8,589.00	6,800	\$ 7,140.00	6,800	\$ 7,140.00
51	4" SOLID LINE WHITE - EPOXY	LIN FT	\$ 0.70	2175	\$ 1,522.50	1,120	\$ 784.00	1,120	\$ 784.00
52	4" SOLID DOUBLE LINE YELLOW - EPOXY	LIN FT	\$ 1.40	2540	\$ 3,556.00	1670	\$ 2,338.00	1670	\$ 2,338.00
53	FLOW METER REPLACEMENT	EACH	\$ 27,600.00	2	\$ 55,200.00	\$ -	\$ -	\$ -	\$ -
				SUBTOTAL = \$ 1,203,611.30		\$ 731,582.33		\$ 741,168.65	
<b>CHANGE ORDER NO. 1</b>									
1	RIVERS EDGE LIFT STATION CONNECTION/RUM RIVER FORCEMAIN CROSSING	LUMP SUM	\$ 60,935.43	1	\$ 60,935.43	1	\$ 60,935.43	1	\$ 60,935.43
				SUBTOTAL = \$ 60,935.43		\$ 60,935.43		\$ 60,935.43	

TOTAL = \$ 1,264,546.73 \$ 792,517.76 \$ 802,104.08



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303  
Phone (763) 433-2851 • Fax (763) 427-0833  
www.bolton-menk.com

June 29, 2016

Mr. Paul Teicher, Public Works Director  
City of St. Francis  
23340 Cree Street NW  
St. Francis, MN 55070

RE: Pederson Drive Improvements  
St. Francis, Minnesota  
BMI Project No: R18.109221

Dear Paul,

Enclosed please find three signed copies of Payment Estimate No. 1 for the above referenced project. The estimate includes all work completed through June 24, 2016. We have reviewed the estimate and recommend approval as submitted. Please review the estimate, and if acceptable, sign and date all copies of the pay estimate and forward one copy to Park Construction Company with payment, one copy to me, and keep one copy for your records.

If you have any questions, please call.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
City Engineer

JAV/kg

Enclosures

CONTRACTOR'S PAY REQUEST  
PEDERSON DRIVE IMPROVEMENTS  
ST. FRANCIS, MINNESOTA  
BMI PROJECT NO. R18.109331  
S.A.P. 235-127-001

CONTRACTOR  
OWNER  
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	646,152.72
TOTAL, COMPLETED WORK TO DATE.....	\$	182,536.91
TOTAL, STORED MATERIALS TO DATE.....	\$	-
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....	\$	-
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	182,536.91
RETAINED PERCENTAGE ( 5% ).....	\$	9,126.85
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	173,410.06
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	-
PAY CONTRACTOR AS ESTIMATE NO. 1 .....	\$	173,410.06

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Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Park Construction Company  
1481 81st Avenue NE  
Minneapolis, MN 55432

By Steve Brown Project Manager 6/28/2016  
Name Title Date

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CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By Jared Vogt City Engineer 6/29/16  
Name Title Date

APPROVED FOR PAYMENT:  
Owner: ST. FRANCIS, MINNESOTA

By Joe Kohlmann City Administrator  
Name Title Date

**PARTIAL PAY ESTIMATE NO.**

PEDERSON DRIVE IMPROVEMENTS  
 ST. FRANCIS, MINNESOTA  
 BMI PROJECT NO. R18.109331  
 S.A.P. 235-127-001

WORK COMPLETED THROUGH JUNE 24, 2016

ITEM NO.	MN/DOT SPEC NO.	DESCRIPTION	UNIT PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
				BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	\$ 29,000.00	1 \$ 29,000.00	\$ -		0.50 \$ 14,500.00	
2	2101.501	CLEARING	ACRE	\$ 12,500.00	0.2 \$ 2,500.00	\$ -		0.20 \$ 2,500.00	
3	2101.506	GRUBBING	ACRE	\$ 12,500.00	0.2 \$ 2,500.00	\$ -		0.2 \$ 2,500.00	
4	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	\$ 12.80	143 \$ 1,830.40	\$ -		20 \$ 256.00	
5	2104.505	REMOVE CONCRETE WALK	SQ YD	\$ 4.50	27 \$ 121.50	\$ -		27 \$ 119.25	
6	2104.505	REMOVE BITUMINOUS PAVEMENT - STREET	SQ YD	\$ 1.75	6902 \$ 12,078.50	\$ -		6902 \$ 12,078.50	
7	2104.505	REMOVE BITUMINOUS PAVEMENT - DRIVEWAY OR PATH	SQ YD	\$ 1.75	521 \$ 911.75	\$ -		521 \$ 911.75	
8	2104.509	REMOVE SIGN	EACH	\$ 50.00	2 \$ 100.00	\$ -		2 \$ 100.00	
9	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$ 6.35	5 \$ 31.75	\$ -		5 \$ 31.75	
10	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$ 2.50	454 \$ 1,135.00	\$ -		454 \$ 1,135.00	
11	2105.501	COMMON EXCAVATION (P)	CU YD	\$ 14.00	4552 \$ 63,728.00	\$ -		4,052 \$ 56,728.00	
12	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	\$ 16.30	300 \$ 4,890.00	\$ -		\$ -	
13	2118.501	AGGREGATE SURFACING CLASS 5 (SHOULDERING)	TON	\$ 21.20	190 \$ 4,028.00	\$ -		\$ -	
14	2123.501	COMMON LABORER	HOUR	\$ 74.40	16 \$ 1,190.40	\$ -		\$ -	
15	2123.610	1.5 CU YD BACKHOE	HOUR	\$ 113.00	16 \$ 1,808.00	\$ -		\$ -	
16	2123.509	DOZER	HOUR	\$ 113.00	16 \$ 1,808.00	\$ -		\$ -	
17	2123.510	12 CU YD TRUCK	HOUR	\$ 107.00	16 \$ 1,712.00	\$ -		\$ -	
18	2123.514	3.0 CU YD FRONT END LOADER	HOUR	\$ 90.50	16 \$ 1,448.00	\$ -		\$ -	
19	2123.610	SKID LOADER	HOUR	\$ 84.80	16 \$ 1,356.80	\$ -		\$ -	
20	2123.610	TRUCK (1500 GALLON WATER TRUCK)	HOUR	\$ 84.80	20 \$ 1,696.00	\$ -		\$ -	
21	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	\$ 20.70	2946 \$ 60,982.20	\$ -		2,134 \$ 44,173.80	
22	2231.604	BITUMINOUS PATCH (DRIVEWAYS & PATH) (SPWEB230B)	SQ YD	\$ 21.30	314 \$ 6,688.20	\$ -		69.2 \$ 1,473.96	
23	2231.604	BITUMINOUS PATCH (STREET)	SQ YD	\$ 22.70	33 \$ 749.10	\$ -		\$ -	
24	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$ 1.00	12983 \$ 12,983.00	\$ -		\$ -	
25	2360.501	TYPE SP 9.5 WEARING COURSE (3,C) (SPWEA340C)	TON	\$ 61.90	2492 \$ 154,254.80	\$ -		\$ -	
26	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) (SPNWB330C)	TON	\$ 63.80	1116 \$ 71,200.80	\$ -		306 \$ 19,522.80	
27	2501.515	18" RC PIPE APRON	EACH	\$ 695.00	1 \$ 695.00	\$ -		1 \$ 695.00	
28	2501.515	24" RC PIPE APRON	EACH	\$ 819.00	3 \$ 2,457.00	\$ -		\$ -	
29	2501.602	TRASH GUARD FOR 18" APRON	EACH	\$ 355.00	1 \$ 355.00	\$ -		1 \$ 355.00	
30	2501.602	TRASH GUARD FOR 24" APRON	EACH	\$ 469.00	3 \$ 1,407.00	\$ -		\$ -	
31	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	\$ 26.90	562 \$ 15,117.80	\$ -		\$ -	
32	2503.511	18" RC PIPE SEWER CLASS III	LIN FT	\$ 56.10	16 \$ 897.60	\$ -		14 \$ 785.40	
33	2503.511	24" RC PIPE SEWER CLASS III	LIN FT	\$ 44.80	133 \$ 5,958.40	\$ -		\$ -	
34	2503.602	CONNECT TO EXISTING STORM SEWER (PIPE)	EACH	\$ 686.00	2 \$ 1,372.00	\$ -		1 \$ 686.00	
35	2504.602	ADJUST VALVE BOX - WATER	EACH	\$ 369.00	3 \$ 1,107.00	\$ -		\$ -	
36	2504.602	VALVE BOX REMOVE AND REPLACE	EACH	\$ 507.00	10 \$ 5,070.00	\$ -		1 \$ 507.00	
37	2506.522	ADJUST FRAME & RING CASTING	EACH	\$ 444.00	3 \$ 1,332.00	\$ -		\$ -	
38	2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	\$ 338.00	28.4 \$ 9,599.20	\$ -		3.05 \$ 1,030.90	
39	2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	LIN FT	\$ 255.00	13.5 \$ 3,468.00	\$ -		\$ -	
40	2506.516	CASTING ASSEMBLY	EACH	\$ 706.00	10 \$ 7,060.00	\$ -		1 \$ 706.00	

ITEM NO.	MNDOT SPEC NO.	DESCRIPTION	UNIT	PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
					BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
41	2521.501	5" CONCRETE WALK	SQ FT	\$ 4.60	944	\$ 4,342.40	\$ -	\$ -	\$ -	\$ -
42	2521.501	6" CONCRETE WALK	SQ FT	\$ 5.60	851	\$ 4,765.60	\$ -	\$ -	144	\$ 806.40
43	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$ 12.10	3989	\$ 48,266.90	\$ -	\$ -	836	\$ 10,115.60
44	2531.507	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$ 54.30	121	\$ 6,570.30	\$ -	\$ -	84	\$ 4,561.20
45	2531.618	TRUNCATED DOMES	SQ FT	\$ 40.00	162.8	\$ 6,512.00	\$ -	\$ -	32	\$ 1,280.00
46	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$ 135.00	2	\$ 270.00	\$ -	\$ -	\$ -	\$ -
47	2563.601	TRAFFIC CONTROL	LUMP SUM	\$ 8,000.00	1	\$ 8,000.00	\$ -	\$ -	0.5	\$ 4,000.00
48	2564.531	SIGN PANELS TYPE C	SQ FT	\$ 40.00	51	\$ 2,040.00	\$ -	\$ -	\$ -	\$ -
49	2564.602	INTERNALLY LIT SIGN	EACH	\$ 2,250.00	4	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -
50	2564.602	RELOCATE SIGN	EACH	\$ 150.00	4	\$ 600.00	\$ -	\$ -	1	\$ 150.00
51	2573.502	SILT FENCE TYPE MACHINE SLICED	LIN FT	\$ 1.10	525	\$ 577.50	\$ -	\$ -	488	\$ 536.80
52	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$ 103.00	21	\$ 2,163.00	\$ -	\$ -	2	\$ 206.00
53	2573.533	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LIN FT	\$ 7.65	160	\$ 1,224.00	\$ -	\$ -	\$ -	\$ -
54	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$ 600.00	1.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -
55	2574.525	COMMON TOPSOIL BORROW (LV)	CU YD	\$ 25.50	1500	\$ 38,250.00	\$ -	\$ -	\$ -	\$ -
56	2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	\$ 1.30	1096	\$ 1,424.80	\$ -	\$ -	\$ -	\$ -
57	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	\$ 1.20	4127	\$ 4,952.40	\$ -	\$ -	\$ -	\$ -
58	2575.605	TURF ESTABLISHMENT (SEEDING, FERTILIZER)	ACRE	\$ 546.00	1.37	\$ 748.02	\$ -	\$ -	\$ -	\$ -
59	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	\$ 0.20	12284	\$ 2,456.80	\$ -	\$ -	\$ -	\$ -
60	2582.502	4" SOLID DOUBLE LINE YELLOW - EPOXY	LIN FT	\$ 0.40	5859	\$ 2,343.60	\$ -	\$ -	\$ -	\$ -
61	2582.502	24" SOLID LINE WHITE - EPOXY	LIN FT	\$ 10.60	17	\$ 180.20	\$ -	\$ -	\$ -	\$ -
62	2582.503	CROSSWALK EPOXY	SQ FT	\$ 3.80	1115	\$ 4,237.00	\$ -	\$ -	\$ -	\$ -
					\$ 646,152.72	\$ -	\$ -	\$ 182,536.91		

**CITY COUNCIL  
AGENDA REPORT**

Agenda Item #: 4 h

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** Bill List to be considered by Council  
**DATE:** 06-30-2016

**ITEM FOR CONSIDERATION:**

Attached are the bills received since the last council meeting. Total checks to be written are \$328,912.64 plus any additional bills that are handed out on Tuesday night. There is also one manual check for \$394.85 that was written out 06/23/2016 to be approved.

**BACKGROUND:**

City's accounts payable bill listing is approved at each council meeting. Payroll and ACH transfers are approved after month end.

**ACTION BE TO CONSIDERED:**

Approved under consent agenda to allow 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

S:\FORMSVAGENDA REPORT.doc

Attachments:

1. 07-05-2016 Packet List
2. 07-05-2016 Manual and ACH Withdrawals

Note: Additional bills will be handed out at the meeting.





PAYMENT BATCH AP 07-05-16

**AA BEST PEST SERVICES, INC**

06/20/2016	7106	E 101-41940-401	Repairs/Maint Buildings	PEST CONTROL	102.84
06/20/2016	7106	E 101-42110-401	Repairs/Maint Buildings	PEST CONTROL	102.84
06/20/2016	7106	E 101-42210-401	Repairs/Maint Buildings	PEST CONTROL	102.84
06/20/2016	7106	E 101-45200-401	Repairs/Maint Buildings	PEST CONTROL	102.84
06/20/2016	7106	E 602-49490-401	Repairs/Maint Buildings	PEST CONTROL	90.80
06/20/2016	7106	E 609-49750-401	Repairs/Maint Buildings	PEST CONTROL	102.84
					\$605.00

**ALLINA HEALTH**

05/31/2016	II10020780	E 101-42210-217	Other Operating Supplies	WEST RURAL STAND BY SERVIK	642.53
					\$642.53

**ANOKA COUNTY FIRE PROTECTION C**

05/04/2016	16-025	E 101-42210-208	Training and Instruction	TRAINING CLASS	1,745.00
					\$1,745.00

**ANOKA COUNTY-GIS**

06/23/2016	5771	E 101-42210-217	Other Operating Supplies	CITY MAP	46.44
					\$46.44

**ARTISAN BEER COMPANY**

06/15/2016	3106778	E 609-49751-252	Beer For Resale	BEER	136.00
					\$136.00

**ASPEN MILLS**

06/16/2016	182545	E 101-42110-437	Uniform Allowance	ALLEN UNIFORM	189.00
06/16/2016	182546	E 101-42110-437	Uniform Allowance	BULERA UNIFORM	899.65
					\$1,088.65

**ASSURANT EMPLOYEE BENEFITS**

06/22/2016	.0716	E 101-41400-130	Employer Paid Insurance	JULY PREMIUM	240.40
06/22/2016	.0716	E 101-41500-130	Employer Paid Insurance	JULY PREMIUM	72.31
06/22/2016	.0716	E 101-41910-130	Employer Paid Insurance	JULY PREMIUM	66.99
06/22/2016	.0716	E 101-42110-130	Employer Paid Insurance	JULY PREMIUM	705.91
06/22/2016	.0716	E 101-42400-130	Employer Paid Insurance	JULY PREMIUM	110.00
06/22/2016	.0716	E 101-43100-130	Employer Paid Insurance	JULY PREMIUM	150.89
06/22/2016	.0716	E 101-43210-130	Employer Paid Insurance	JULY PREMIUM	33.54
06/22/2016	.0716	E 101-45200-130	Employer Paid Insurance	JULY PREMIUM	150.89
06/22/2016	.0716	E 601-49440-130	Employer Paid Insurance	JULY PREMIUM	56.02
06/22/2016	.0716	E 602-49490-130	Employer Paid Insurance	JULY PREMIUM	56.01
06/22/2016	.0716	E 609-49750-130	Employer Paid Insurance	JULY PREMIUM	119.65
					\$1,762.61

**BAKER, JENNIFER & EUGENE**

06/22/2016	2896	E 601-49440-444	Refund & Reimbursement	REFUND	18.83
					\$18.83

**BANYON DATA SYSTEMS, INC**

07/01/2016	00154469	E 101-41540-301	Auditing and Acct g Services	SUPPORT	446.25
07/01/2016	00154469	E 601-49440-301	Auditing and Acct g Services	SUPPORT	446.25
07/01/2016	00154469	E 602-49490-301	Auditing and Acct g Services	SUPPORT	446.25
07/01/2016	00154469	E 609-49750-301	Auditing and Acct g Services	SUPPORT	446.25
					\$1,785.00

**BARGEN INC.**

06/10/2016	216257	E 101-43100-406	Asphalt Repair & Maint	ASPHALT FOR HOUSING DEVEL	21,000.00
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\$21,000.00

**BCA/TRAINING & DEVELOPMENT**

06/13/2016	35891-OLDMT16D	E 101-42110-208	Training and Instruction	DMT RECERTIFICATION	75.00
					<u>\$75.00</u>

**BELLBOY CORPORATION**

06/14/2016	54027400	E 609-49751-206	Freight and Fuel Charges	FREIGHT	23.25
06/14/2016	54027400	E 609-49751-251	Liquor For Resale	LIQUOR	970.74
06/14/2016	54027400	E 609-49751-253	Wine For Resale	WINE	600.00
06/14/2016	94085400	E 609-49751-206	Freight and Fuel Charges	FREIGHT	2.15
06/14/2016	94085400	E 609-49751-254	Miscellaneous Merchandise	MISC	31.00
					<u>\$1,627.14</u>

**BERNICK COMPANIES, THE**

06/17/2016	137960	E 609-49751-252	Beer For Resale	BEER	577.80
					<u>\$577.80</u>

**BOCKSELL, ROGER**

04/20/2016	1821	E 601-49440-444	Refund & Reimbursement	REFUND	18.78
					<u>\$18.78</u>

**BREAKTHRU BEVERAGE**

11/02/2015	2080112010	E 609-49751-253	Wine For Resale	WINE	(52.00)
06/16/2016	1080485810	E 609-49751-206	Freight and Fuel Charges	FREIGHT	43.88
06/16/2016	1080485810	E 609-49751-251	Liquor For Resale	LIQUOR	2,037.89
06/16/2016	1080485810	E 609-49751-253	Wine For Resale	WINE	103.33
06/23/2016	1080489345	E 609-49751-206	Freight and Fuel Charges	FREIGHT	29.00
06/23/2016	1080489345	E 609-49751-251	Liquor For Resale	LIQUOR	1,974.63
06/23/2016	1080489346	E 609-49751-252	Beer For Resale	BEER	130.50
11/16/2016	2080115084	E 609-49751-253	Wine For Resale	WINE	(180.00)
					<u>\$4,087.23</u>

**BROCK WHITE CO. LLC**

06/08/2016	12669553-00	E 410-45203-232	Site Prep for Events	PAVER	68.75
					<u>\$68.75</u>

**CENTERPOINT ENERGY**

06/16/2016	.06160	E 101-41940-383	Gas Utilities	CITY HALL #2	16.78
06/16/2016	.06160	E 101-41940-383	Gas Utilities	CITY HALL #3	15.85
06/16/2016	.06160	E 101-41940-383	Gas Utilities	CITY HALL #4	16.98
06/16/2016	.06160	E 101-41940-383	Gas Utilities	CITY HALL #1	15.85
06/16/2016	.06160	E 101-42110-383	Gas Utilities	POLICE/PW	195.77
06/16/2016	.06160	E 101-42210-383	Gas Utilities	FIRE	68.58
06/16/2016	.06160	E 101-42210-383	Gas Utilities	FIRE GENERATOR	19.52
06/16/2016	.06160	E 101-43100-383	Gas Utilities	POLICE/PW	48.94
06/16/2016	.06160	E 101-45200-383	Gas Utilities	POLICE/PW	48.94
06/16/2016	.06160	E 101-45200-383	Gas Utilities	WARMING HOUSE	30.57
06/16/2016	.06160	E 601-49440-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	12.02
06/16/2016	.06160	E 601-49440-383	Gas Utilities	WATER PLANT	319.28
06/16/2016	.06160	E 601-49440-383	Gas Utilities	POLICE/PW	48.94
06/16/2016	.06160	E 602-49490-383	Gas Utilities	WWTP	56.64
06/16/2016	.06160	E 602-49490-383	Gas Utilities	PUBLIC WORKS (4020 ST FRAN	12.02
06/16/2016	.06160	E 602-49490-383	Gas Utilities	LIFT (23699 AMBASSADOR)	20.11
06/16/2016	.06160	E 602-49490-383	Gas Utilities	POLICE/PW	48.94
06/16/2016	.06160	E 609-49750-383	Gas Utilities	LIQUOR	29.75
					<u>\$1,025.48</u>

**CENTURY FENCE COMPANY**

06/13/2016	9031C00	E 101-42110-401	Repairs/Maint Buildings	FENCE REPAIRS	300.00
06/13/2016	9031C00	E 101-43100-401	Repairs/Maint Buildings	FENCE REPAIRS	300.00
06/13/2016	9031C00	E 101-45200-401	Repairs/Maint Buildings	FENCE REPAIRS	300.00
06/13/2016	9031C00	E 601-49440-401	Repairs/Maint Buildings	FENCE REPAIRS	300.00
06/13/2016	9031C00	E 602-49490-401	Repairs/Maint Buildings	FENCE REPAIRS	300.00
					<u>\$1,500.00</u>

**CITY EMPLOYEES UNION, LOCAL #3**

06/29/2016	.0716	G 101-21707	Union Dues	JULY 2016 DUES	197.40
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\$197.40

**CONNEXUS ENERGY**

06/16/2016	.0616	E 101-41940-381	Electric Utilities	CITY HALL	382.23
06/16/2016	.0616	E 101-41940-381	Electric Utilities	SIGN	107.81
06/16/2016	.0616	E 101-42110-381	Electric Utilities	POLICE/PW	990.86
06/16/2016	.0616	E 101-42110-381	Electric Utilities	SIREN	5.00
06/16/2016	.0616	E 101-42110-381	Electric Utilities	SIREN	5.00
06/16/2016	.0616	E 101-42210-381	Electric Utilities	FIRE	456.67
06/16/2016	.0616	E 101-43100-381	Electric Utilities	POLICE/PW	247.72
06/16/2016	.0616	E 101-43100-386	Street Lighting	STREET LIGHTS	3,392.38
06/16/2016	.0616	E 101-45200-381	Electric Utilities	POLICE/PW	247.72
06/16/2016	.0616	E 101-45200-381	Electric Utilities	PARKS	428.60
06/16/2016	.0616	E 601-49440-380	Electric-System	WATER	5,396.28
06/16/2016	.0616	E 601-49440-381	Electric Utilities	POLICE/PW	247.72
06/16/2016	.0616	E 602-49490-381	Electric Utilities	LIFT STATIONS	8,054.53
06/16/2016	.0616	E 602-49490-381	Electric Utilities	POLICE/PW	247.72
06/16/2016	.0616	E 609-49750-381	Electric Utilities	LIQUOR STORE	1,370.39
06/22/2016	.0716	E 101-45230-217	Other Operating Supplies	PUBLIC WORKS	202.01
					<hr/>
					\$21,782.64

**CRYSTAL SPRINGS ICE**

06/07/2016	002.B000012	E 609-49751-254	Miscellaneous Merchandise	MISC	88.98
06/14/2016	002.B000099	E 609-49751-254	Miscellaneous Merchandise	MISC	197.56
06/18/2016	JJ	E 609-49751-254	Miscellaneous Merchandise	MISC	135.58
06/21/2016	002.B000208	E 609-49751-254	Miscellaneous Merchandise	MISC	60.40
06/25/2016	002.B000284	E 609-49751-254	Miscellaneous Merchandise	MISC	196.88
					<hr/>
					\$679.40

**DAHLHEIMER DIST. CO. INC.**

06/15/2016	127950	E 609-49751-252	Beer For Resale	BEER	6,403.75
06/15/2016	127950	E 609-49751-254	Miscellaneous Merchandise	MISC	360.00
06/15/2016	127950	E 609-49751-255	N/A Products	N/A	41.10
06/22/2016	1204681	E 609-49751-252	Beer For Resale	BEER	12,468.70
					<hr/>
					\$19,273.55

**E.H. RENNER**

06/13/2016	00150040000	E 601-49440-229	Project Repair & Maintenance	WELL INSPECTIONS	450.00
					<hr/>
					\$450.00

**EAGLE GARAGE DOOR CO.**

06/14/2016	4183	E 101-42110-401	Repairs/Maint Buildings	REPAIRS	60.00
06/14/2016	4183	E 101-43100-401	Repairs/Maint Buildings	REPAIRS	60.00
06/14/2016	4183	E 101-45200-401	Repairs/Maint Buildings	REPAIRS	60.00
06/14/2016	4183	E 601-49440-401	Repairs/Maint Buildings	REPAIRS	60.00
06/14/2016	4183	E 602-49490-401	Repairs/Maint Buildings	REPAIRS	60.00
					<hr/>
					\$300.00

**EASY LIVING HOMES, INC**

06/22/2016	4583	E 601-49440-441	Miscellaneous	REFUND	43.71
					<hr/>
					\$43.71

**ECM PUBLISHERS, INC.**

06/17/2016	366555	E 101-41910-351	Legal Notices Publishing	VILLIAGE E	75.25
					<hr/>
					\$75.25

**ELITE SANITATION**

06/20/2016	23277	E 101-45200-402	Janitorial Service	PORTABLE TOILET	742.00
					<hr/>
					\$742.00

**EMERGENCY AUTOMOTIVE TECH. INC**

06/29/2016	RS4366	E 101-42110-208	Training and Instruction	REPAIRS	375.58
					<hr/>
					\$375.58

**F.I.R.E.**

06/20/2016	1905	E 101-42210-208	Training and Instruction	TRAINING	1,500.00
06/23/2016	1914	E 101-42210-208	Training and Instruction	TRAINING	700.00

\$2,200.00

**FICOCELLO, FRANK**

06/22/2016	RILEY	E 601-49440-444	Refund & Reimbursement	REFUND	106.29
					<u>\$106.29</u>

**G&K SERVICES, INC**

06/21/2016	1043506640	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
06/21/2016	1043506640	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
					<u>\$9.80</u>

**GRANITE CITY JOBBING CO.**

06/14/2016	11265	E 609-49750-210	Operating Supplies	SUPPLIES	101.74
06/14/2016	11265	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
06/14/2016	11265	E 609-49751-254	Miscellaneous Merchandise	MISC	46.05
06/14/2016	11265	E 609-49751-256	Tobacco Products For Resale	TOBACCO	576.50
06/14/2016	11265	G 101-20810	Sales Tax Payable	USE TAX	(0.96)
06/21/2016	12190	E 609-49750-210	Operating Supplies	OPERATING	190.22
06/21/2016	12190	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.09
06/21/2016	12190	E 609-49751-254	Miscellaneous Merchandise	MISC	8.61
06/21/2016	12190	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,200.22
06/21/2016	12190	G 101-20810	Sales Tax Payable	USE TAX	(0.96)
					<u>\$2,131.76</u>

**HACH COMPANY**

06/21/2016	9982780	E 601-49440-233	Water Treatment Plant Maint	PARTS	244.89
					<u>\$244.89</u>

**HANSON, JENNIFER**

06/01/2015	4445	E 601-49440-444	Refund & Reimbursement	REFUND	61.14
					<u>\$61.14</u>

**HENNEN, ANTHONY**

06/22/2016	4053	E 601-49440-444	Refund & Reimbursement	REFUND	255.28
					<u>\$255.28</u>

**INNOVATIVE OFFICE SOLUTIONS, L**

06/13/2016	IN1214883	E 101-42110-200	Office Supplies	OFFICE SUPPLIES	64.10
					<u>\$64.10</u>

**ISD #15**

06/30/2016	2614	E 101-42110-221	Vehicle Repair & Maintenance	2015 CHARGER	153.21
06/30/2016	2615	E 101-42110-221	Vehicle Repair & Maintenance	2015 CHARGER	106.59
06/30/2016	2616	E 101-45200-218	Equipment Repair & Maintenance	2005 JOHN DEERE	170.30
					<u>\$430.10</u>

**ISD #15 COMMUNITY EDUCATION**

06/27/2016	2016-182	E 101-41940-412	Building Rentals	MONITORS	1,295.00
					<u>\$1,295.00</u>

**JJ TAYLOR DISTRIBUTING**

06/15/2016	2528179	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
06/15/2016	2528179	E 609-49751-252	Beer For Resale	BEER	1,159.80
06/22/2016	2544022	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
06/22/2016	2544022	E 609-49751-252	Beer For Resale	BEER	1,451.65
					<u>\$2,617.45</u>

**JOHNSON BROS WHLSE LIQUOR**

06/10/2016	577703	E 609-49751-253	Wine For Resale	WINE	(52.60)
06/15/2016	5466932	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.72
06/15/2016	5466932	E 609-49751-251	Liquor For Resale	LIQUOR	1,452.70
06/15/2016	5466933	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.60
06/15/2016	5466933	E 609-49751-253	Wine For Resale	WINE	191.35
06/22/2016	5472224	E 609-49751-206	Freight and Fuel Charges	FREIGHT	59.29
06/22/2016	5472224	E 609-49751-251	Liquor For Resale	LIQUOR	3,132.25
06/22/2016	5472225	E 609-49751-206	Freight and Fuel Charges	FREIGHT	56.25
06/22/2016	5472225	E 609-49751-253	Wine For Resale	WINE	1,729.75
06/22/2016	5472226	E 609-49751-252	Beer For Resale	BEER	615.00

\$7,208.31

**JOHNSON, MICHAEL**

05/20/2016	4102	E 601-49440-444	Refund & Reimbursement	REFUND	46.80
					<u>\$46.80</u>

**KIMS KLEANING**

06/27/2016	3936	E 101-41940-402	Janitorial Service	CITY HALL	120.00
06/27/2016	3937	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	100.00
06/27/2016	3938	E 101-43100-402	Janitorial Service	PW	181.25
06/27/2016	3938	E 101-45200-402	Janitorial Service	PW	181.25
06/27/2016	3938	E 601-49440-402	Janitorial Service	PW	181.25
06/27/2016	3938	E 602-49490-402	Janitorial Service	PW	181.25
06/27/2016	3939	E 601-49440-402	Janitorial Service	WTP	160.00
06/27/2016	3940	E 101-42110-402	Janitorial Service	POLICE	900.00
06/27/2016	3941	E 101-45000-402	Janitorial Service	CONCESSION/WARMING HOUSI	100.00
					<u>\$2,105.00</u>

**LATOUR CONSTRUCTION, INC**

06/28/2016	.06160	G 602-16500	Construction in Progress	BRIDGE ST UTILITY IMPROVEME	9,107.01
					<u>\$9,107.01</u>

**LAW ENFORCEMENT LABOR SVCS.**

06/29/2016	.0716	G 101-21707	Union Dues	JULY 2016 DUES	343.00
					<u>\$343.00</u>

**MARTIES FARM SERVICE**

06/21/2016	916321	E 101-45200-419	Turf/Fertilizer/Weed Control	CROSSBOW/FERTILIZER	541.50
					<u>\$541.50</u>

**MCDONALD DIST CO.**

06/16/2016	278266	E 609-49751-252	Beer For Resale	BEER	7,354.65
06/16/2016	278266	E 609-49751-255	N/A Products	N/A	39.30
06/20/2016	279926	E 609-49751-252	Beer For Resale	BEER	421.20
06/23/2016	280408	E 609-49751-252	Beer For Resale	BEER	10,731.70
06/23/2016	280408	E 609-49751-254	Miscellaneous Merchandise	MISC	56.00
06/23/2016	280408	E 609-49751-255	N/A Products	NA	76.25
					<u>\$18,679.10</u>

**MHSRC/RANGE**

06/22/2016	629430-5179	E 101-42110-208	Training and Instruction	CLASSES- SCHLENKER, HEER	1,584.00
06/27/2016	629430-5193	E 101-42110-208	Training and Instruction	CLASSES-BULERA	396.00
					<u>\$1,980.00</u>

**MN COUNTY ATTORNEYS ASSN.**

06/24/2016	200000878	E 101-42110-200	Office Supplies	FORMS	22.00
					<u>\$22.00</u>

**MN DNR WATERS**

06/29/2016	1960-0127-2016	E 602-49490-229	Project Repair & Maintenance	AMENDMENT FEE	150.00
					<u>\$150.00</u>

**MN HOUSING FINANCE AGENCY**

05/20/2016	1761	E 601-49440-444	Refund & Reimbursement	REFUND	8.99
					<u>\$8.99</u>

**MN NCPERS LIFE INSURANCE**

06/23/2016	7334716	G 101-21713	MN Life	JULY PREMIUM	16.00
					<u>\$16.00</u>

**MY ALARM CENTER**

07/01/2016	7389026	E 609-49750-445	Security	LIQUOR STORE ALARM	31.23
					<u>\$31.23</u>

**NELSON ELECTRIC MOTOR REPAIR**

06/16/2016	7686	E 602-49490-229	Project Repair & Maintenance	PUMP REPAIR	1,189.00
					<u>\$1,189.00</u>

<b>NELSON, KURT</b>					
06/22/2016	2777	E 601-49440-444	Refund & Reimbursement	REFUND	175.35
					<u>175.35</u>
<b>NELSON, PAUL &amp; EMILY</b>					
05/20/2016	4459	E 601-49440-444	Refund & Reimbursement	REFUND	4.15
					<u>\$4.15</u>
<b>NEW HOPE CRIME PREVENTION FUND</b>					
06/23/2016	2016-11	E 101-42110-308	Drug Education	TC BEAR	60.65
					<u>\$60.65</u>
<b>NOE, RONALD</b>					
06/22/2016	4481	E 601-49440-444	Refund & Reimbursement	REFUND	34.53
					<u>\$34.53</u>
<b>PACE ANALYTICAL SERVICES</b>					
06/17/2016	161265966	E 602-49490-313	Sample Testing	TESTING	173.70
					<u>\$173.70</u>
<b>PARK CONSTRUCTION</b>					
06/28/2016	.0616	E 417-43100-314	Construction	PEDERSON DRIVE IMPROVEME	173,410.06
					<u>\$173,410.06</u>
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>					
06/15/2016	2993765	E 609-49751-206	Freight and Fuel Charges	FREIGHT	28.88
06/15/2016	2993765	E 609-49751-251	Liquor For Resale	LIQUOR	1,763.31
06/15/2016	2993767	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.52
06/15/2016	2993767	E 609-49751-254	Miscellaneous Merchandise	MISC	41.95
06/22/2016	2997270	E 609-49751-206	Freight and Fuel Charges	FREIGHT	74.75
06/22/2016	2997270	E 609-49751-251	Liquor For Resale	LIQUOR	4,215.14
06/22/2016	2997271	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.72
06/22/2016	2997271	E 609-49751-253	Wine For Resale	WINE	573.89
06/24/2016	239983	E 609-49751-251	Liquor For Resale	LIQUOR	(56.00)
					<u>\$6,660.16</u>
<b>PIPE DREAM PLUMBING, INC</b>					
06/15/2016	3226	E 101-45200-229	Project Repair & Maintenance	RPZ REBUILD	402.00
06/15/2016	3226	E 601-49440-233	Water Treatment Plant Maint	RPZ REBUILD	924.00
					<u>\$1,326.00</u>
<b>Q3 CONTRACTING</b>					
06/16/2016	TMN0148849	E 101-45230-217	Other Operating Supplies	TRAFFIC CONTROL & LABOR	1,950.00
					<u>\$1,950.00</u>
<b>RILEY, COREY</b>					
05/20/2016	1855	E 601-49440-444	Refund & Reimbursement	REFUND	108.98
					<u>\$108.98</u>
<b>RJM DISTRIBUTING INC.</b>					
06/23/2016	IND011023	E 609-49751-252	Beer For Resale	BEER	145.87
06/23/2016	IND011023	E 609-49751-254	Miscellaneous Merchandise	MISC	18.75
					<u>\$164.62</u>
<b>ROSEVILLE, CITY OF</b>					
06/17/2016	0221590	E 101-41110-310	Computer Consulting Fees	IT SERVICES	325.94
06/17/2016	0221590	E 101-41400-310	Computer Consulting Fees	IT SERVICES	1,195.14
06/17/2016	0221590	E 101-42110-310	Computer Consulting Fees	IT SERVICES	1,466.76
06/17/2016	0221590	E 101-42210-310	Computer Consulting Fees	IT SERVICES	260.75
06/17/2016	0221590	E 101-42400-310	Computer Consulting Fees	IT SERVICES	54.40
06/17/2016	0221590	E 101-43100-310	Computer Consulting Fees	IT SERVICES	347.67
06/17/2016	0221590	E 101-45200-310	Computer Consulting Fees	IT SERVICES	456.32
06/17/2016	0221590	E 601-49440-310	Computer Consulting Fees	IT SERVICES	434.59
06/17/2016	0221590	E 602-49490-310	Computer Consulting Fees	IT SERVICES	434.59
06/17/2016	0221590	E 609-49750-310	Computer Consulting Fees	IT SERVICES	434.59
06/17/2016	0221629	E 101-41940-321	Telephone	PHONE	79.39
06/17/2016	0221629	E 101-42110-321	Telephone	PHONE	79.39
06/17/2016	0221629	E 101-42210-321	Telephone	PHONE	79.39

06/17/2016	0221629	E 101-43100-321	Telephone	PHONE	79.39
06/17/2016	0221629	E 101-45200-321	Telephone	PHONE	79.39
06/17/2016	0221629	E 601-49440-321	Telephone	PHONE	79.39
06/17/2016	0221629	E 602-49490-321	Telephone	PHONE	79.39
06/17/2016	0221629	E 609-49750-321	Telephone	PHONE	79.44
					\$6,045.92

**SAFETY SIGN COMPANY**

06/15/2016	161744	E 101-43100-226	Sign Repair Materials	TRAFFIC SIGN	130.36
					\$130.36

**SOUTHERN WINE & SPIRITS OF MN**

06/16/2016	1419984	E 609-49751-206	Freight and Fuel Charges	FREIGHT	0.21
06/16/2016	1419985	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.19
06/16/2016	1419985	E 609-49751-251	Liquor For Resale	LIQUOR	2,659.97
06/23/2016	1422718	E 609-49751-206	Freight and Fuel Charges	FREIGHT	1.28
06/23/2016	142271906232016	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.32
06/23/2016	142271906232016	E 609-49751-251	Liquor For Resale	LIQUOR	1,861.52
					\$4,561.49

**STREICHER S**

	L1215333	E 101-42110-437	Uniform Allowance	BADGE-REHLING	112.99
06/23/2016	I1214986	E 101-42110-437	Uniform Allowance	BADGES	225.98
					\$338.97

**THE AMERICAN BOTTLING COMPANY**

06/23/2016	742123418	E 609-49751-254	Miscellaneous Merchandise	MISC	273.02
					\$273.02

**THORPE DISTRIBUTING COMPANY**

06/24/2016	1101645	E 609-49751-252	Beer For Resale	BEER	176.88
					\$176.88

**VINOPIA, INC.**

06/24/2016	0154997-IN	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.50
06/24/2016	0154997-IN	E 609-49751-251	Liquor For Resale	LIQUOR	104.50
					\$108.00

**ZEP VEHICLE CARE, INC**

06/14/2016	9002298558	E 101-42110-213	Vehicle Oper Supplies	SUPPLIES	106.05
06/14/2016	9002298558	E 101-42400-221	Vehicle Repair & Maintenance	SUPPLIES	106.05
06/14/2016	9002298558	E 101-43100-213	Vehicle Oper Supplies	SUPPLIES	106.05
06/14/2016	9002298558	E 101-45200-213	Vehicle Oper Supplies	SUPPLIES	106.04
06/14/2016	9002298558	E 601-49440-217	Other Operating Supplies	SUPPLIES	106.04
06/14/2016	9002298558	E 602-49490-217	Other Operating Supplies	SUPPLIES	106.05
					\$636.28

\$328,912.64

FUND SUMMARY

101 GENERAL FUND	\$52,682.55
410 WOODBURY PARK PROJECT	\$68.75
417 2015-PEDERSON DRIVE	\$173,410.06
601 WATER FUND	\$10,354.40
602 SEWER FUND	\$20,818.91
609 MUNICIPAL LIQUOR FUND	\$71,577.97
Total	328,912.64

**CITY COUNCIL  
AGENDA REPORT**  
Agenda Item #: 6a

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Barb Held, City Clerk  
**SUBJECT:** Float Agreement with St. Francis Ambassador Program  
**DATE:** July 5, 2016

**ITEM FOR CONSIDERATION:**

An agreement with the St. Francis Ambassador Program that they take ownership and maintenance of the Miss St. Francis Float/Trailer and a resolution acknowledging the acceptance and transfer of the float/trailer.

**BACKGROUND:**

In years past the City has helped with the maintenance and repairs of the St. Francis Ambassador float/trailer the City purchased. It was the understanding that when the St. Francis Ambassador Program became a 501c(3) nonprofit corporation they would take ownership of the float. Since the time they became a nonprofit they have been trying to but are having a difficult time obtaining insurance on the float. The City is able to cover the float under the City's existing insurance policy. With the agreement before you, the City would cover the float under the City's existing insurance policy in exchange for the Miss St. Francis Ambassador Program agreeing to assume all costs of use, maintenance, upkeep, storage, repair and operation of the float. The City would still agree with the payments of \$1,000 for the years 2016 and 2017. But after the final payment in 2017 the City shall bear no further responsibility towards the trailer and all further costs associated with the maintenance, operation, and upkeep shall be the sole responsibility of the St. Francis Ambassador Program.

**ACTION BE TO CONSIDERED:**

A motion to enter into the agreement between the City of St. Francis and the Miss St. Francis Ambassador Program in regards to the ownership and maintenance agreement of the float.

A motion to adopt Resolution 2016-25 a resolution acknowledging the acceptance and transfer of the St. Francis Ambassador Program Parade Float/Trailer and Authorizing execution of an ownership and maintenance agreement.

**BUDGET IMPLICATION:**

Already agreed upon payments of \$1,000 in 2016 and 2017.

S:\FORMS\AGENDA REPORT.doc

Attachments:

1. Agreement
2. Resolution 2016-25

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

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

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of St. Francis, a Minnesota municipal corporation (hereinafter referred to as “Buyer”) and the Miss St. Francis Ambassador Program, a 501c(3) nonprofit corporation registered with the State of Minnesota (hereinafter referred to as “Seller”).

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

WHEREAS, the Miss St. Francis Ambassador Program currently owns a float trailer (hereinafter referred to as the Float) for use in Miss St. Francis Ambassador Program activities; and

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

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

WHEREAS, the City would be willing to assume ownership of the Float in exchange for the Miss St. Francis Ambassador Program agreeing to assume all costs of use, maintenance, upkeep, storage, repair and operation of the Float.

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.**

All of Seller's right, title and interest in the property listed on **Exhibit A** attached hereto (Ambassador Trailer Serial Number or Fixed Asset Number)

**Section 2. Transfer Terms.**

**2.1 Transfer Terms.** The allocated value of the transferred property under this Agreement shall be zero dollars (\$0).

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

2016: \$1,000.00

2017: \$1,000.00

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

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

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

**Section 3. Liabilities.**

Upon the Transfer Date, Buyer shall expressly assume all liabilities of the Float to the extent provided by the City's insurance.

**Section 4. Closing.**

**4.1 Transfer Date.** The closing of this Agreement (the "Transfer Date") shall be effective upon the earlier of (i) that both Buyer and Seller approve this agreement, or (ii) July 1, 2016.

**4.2 Documents to be Delivered by Seller.** Seller agrees to deliver the following documents, duly executed as appropriate, to Buyer on or before the Transfer Date:

**4.2.1** Certified copies of corporate resolutions of the Miss St. Francis Ambassador Program authorizing Seller to enter into this Agreement and to consummate the transactions contemplated herein.

**4.2.2** Any other documents required by this Agreement.

**4.2.3** Such other documents as Seller may reasonably request to carry out the transactions contemplated under this Agreement.

**4.3 Documents Delivered by Buyer.** Buyer agrees to deliver the following documents, duly executed as appropriate, to Seller on or before the Transfer Date:

**4.3.1** Copies of the City Resolution authorizing the City to enter into this Agreement and to consummate the transactions contemplated herein.

**4.3.2** Any other documents required by this Agreement.

**4.3.3** Such other documents as Seller may reasonably request to carry out the transactions contemplated under this Agreement.

**Section 5. Representations and Warranties of Seller.**

5.1 **Title.** Seller owns the Transferred Asset free and clear of any liens, claims, charges or other encumbrances.

**Section 6. Representations and Warranties of Buyer.**

Buyer represents and warrants the following to Seller with the intention that Seller may rely upon the same and acknowledges that the same shall be true on the date hereof and as of the Transfer Date and shall survive the closing of this transaction.

6.1 **Inspection of Transferred Assets.** Buyer has had the opportunity to inspect the condition of the Transferred Asset and determined that it is in good working order.

6.2 **Insurance.** Upon closing and transfer of the Transferred Asset, Buyer shall acquire and maintain an insurance policy in effect at all times regarding the operation of the Transferred Asset in the amount generally applicable to City owned trailers.

**Section 7. 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 8. Indemnification.**

8.1 **Indemnification by Seller.** Seller shall indemnify and hold Buyer 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 Buyer may suffer or incur in connection



BUYER: St. Francis Ambassador Program  
ATTN: Jacquie Goedel  
P.O.Box 203  
St. Francis, Minnesota 55070

**Section 11. Risk of Loss.**

All risk of loss to the Transferred Asset, whether the same be by fire or other hazard, shall, until transfer, be that of the Seller until the Transfer Date. After the Transfer Date, all risk of loss to the Transferred Asset shall also be expressly assumed by the Seller.

**Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 closing.

**Section 18. 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.

**SELLER:**

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Steve Kane, Mayor

By: \_\_\_\_\_  
Joe Kohlmann, City Administrator

Dated: \_\_\_\_\_, 2016

Attest:

By: \_\_\_\_\_  
Barbara I. Held, City Clerk

Dated: \_\_\_\_\_, 2016

**BUYER:**

MISS ST. FRANCIS AMBASSADOR  
PROGRAM

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2016

**Exhibit A**  
**Description of the Transferred Asset**

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

682926-v1

**City of St. Francis  
St. Francis, MN  
Anoka County  
State of Minnesota**

**RESOLUTION 2016 - 25**

**A RESOLUTION ACKNOWLEDGING THE ACCEPTANCE AND TRANSFER OF THE  
ST. FRANCIS AMBASSADOR PROGRAM PARADE FLOAT/TRAILER AND  
AUTHORIZING EXECUTION OF AN OWNERSHIP AND MAINTENANCE  
AGREEMENT**

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

WHEREAS, the Miss St. Francis Ambassador Program currently owns a float trailer (hereinafter referred to as “the Float”) for use in Miss St. Francis Ambassador Program activities; and

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

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

WHEREAS, the City would be willing to assume ownership of the Float in exchange for the Miss St. Francis Ambassador Program agreeing to assume all costs of use, maintenance, upkeep, storage, repair and operation of the Float; and

WHEREAS, the City of the St. Francis Ambassador Program have negotiated an Ownership and Maintenance Agreement by where the St. Francis Ambassador Program transfers the Float to the City; and

WHEREAS, the Ownership and Maintenance Agreement specifies that the City will provide maintenance and upkeep payments for the Float of \$1,000.00 in each of 2016 and 2017, respectively and;

WHEREAS, upon the final payment in 2017, other than keeping the Float under the City’s insurance policies, the City shall bear no further responsibility towards the trailer and all further

costs associated with the maintenance, operation, and upkeep shall be the sole responsibility of the St. Francis Ambassador Program.

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of St. Francis, Minnesota hereby accepts and acknowledges the transfer of the St. Francis Ambassador float/trailer contingent upon the execution of the Ownership and Maintenance Agreement by the St. Francis Ambassador Program and the appropriate officials at the City.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 6<sup>th</sup> DAY OF JULY, 2016

APPROVED:

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Steve Kane  
Mayor of St. Francis

ATTEST:

---

Barbara I. Held  
City Clerk

685254-v1



## **NORTHWEST ASSOCIATED CONSULTANTS, INC.**

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422  
Telephone: 763.957.1100 Website: [www.nacplanning.com](http://www.nacplanning.com)

### **PLANNING MEMO**

TO: St. Francis City Council  
FROM: Nate Sparks, Consulting Planner  
DATE: June 29, 2016  
RE: Emmerich & Wallace Minor Subdivision

### **BACKGROUND**

Bruce Emmerich & Nancy Wallace have made an application to divide an approximately 40 acre parcel into two lots. The parcel is located north of 229<sup>th</sup> Avenue on the west side of Tamarack Street in the 23000 block of addresses. The property is zoned A-2, Rural Estate Agriculture. The property is currently owned by Ann Johnson, who is a co-applicant.

### **REQUEST REVIEW**

The applicant is proposing to divide the existing 40 acre parcel into two lots that are each about 20 acres in size. The parcel is currently rural vacant land.

### **Transportation Elements**

In the City's Transportation Plan, Tamarack Street is identified as a minor collector under municipal jurisdiction. Currently, the property line extends into the centerline of the Tamarack Street right-of-way. The applicant has provided a 40 foot wide easement over the right-of-way. Minor Collectors are required to have a right-of-way width of 80 feet.

The City's Transportation Plan also identifies a future roadway on the south side of the subject site. The applicant is providing for half of the right-of-way for this road by an easement. There is already an easement for the other half of the road on the property to the south. The road is not proposed to be constructed, at this time.

Tamarack Street is identified as a future trail corridor. The proposed right-of-way width is sufficient to include the trail.

### **Lot Size and Dimensions**

The A-2 District requires a minimum lot size of 10 acres. As proposed, both lots are depicted as being about 19.9 acres in size. With reductions from the right-of-way easements the two lots will be about 19.3 acres and 18.5 acres, both exceeding the minimum lot size requirements. The minimum lot width is 300 feet and both properties are about 660 feet in width.

**Building Locations & Setbacks**

The applicant has provided proposed building pads with a soil boring and then four soil borings for septic areas on each lot. The information appears to confirm that the lots can support houses. The building pads are in conforming areas on the lot.

Newly created lots in the Rural Service Area are required to have a 1 acre area suitable for building. This area is required to have a separation of three feet to mottled soils and have slopes less than 12%. There is also a requirement that two septic system sites can be found on the site. The proposed lots meet these standards.

**Drainage & Wetlands**

There is a large wetland on the rear of the property. The applicant has had the wetland delineated. The delineation report is currently under review. The wetland area and buffer will need to be placed in an easement. Perimeter drainage and utility easements are also required.

**Park Dedication**

Park dedication will need to be paid in the amount of \$2500. This is due prior to the recording of the minor subdivision.

**Minor Subdivision Review**

The City allows metes and bounds divisions (minor subdivisions) in cases where any new resulting lots are 10 acres or more in size and 300 feet in width. This proposed division meets these general standards.

**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission found the proposed subdivision to be generally consistent with the City's Zoning and Subdivision Ordinances and the Comprehensive Plan, and recommended approval of the request with the following conditions:

1. The subdivision shall be recorded with Anoka County within 90 days of approval in a manner acceptable to the City Attorney.
2. All recommendations by the City Engineer shall be addressed.
3. The wetland delineation and related easement is subject to review and approval of the City Engineer.
4. Park dedication shall be paid.
5. Drainage and utility and right-of-way easements shall be recorded in a manner acceptable to the City Attorney.

Attached:

Aerial Photo

Minor Subdivision Survey

Resolution 2016-26



# Emmerich & Wallace Minor Sub.

Subject Site



Aerial Photo: Flown Spring of 2014





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

**RESOLUTION 2016-26**

**A RESOLUTION APPROVING A MINOR SUBDIVISION FOR BRUCE EMMERICH & NANCY WALLACE TO SUBDIVIDE A 39 ACRE PARCEL ON TAMARACK STREET**

WHEREAS, Bruce Emmerich & Nancy Wallace (“the Applicants”) have made an application to subdivide a 39 acre parcel into two lots in the City of St. Francis (“the City”); and

WHEREAS, the site (“the Property”) is legally described as:

The Northwest Quarter of the Southeast Quarter of Section 35, Township 34, Range 24, Anoka County, Minnesota; and

WHEREAS, the Property is owned by the Ann Johnson Family (“the Owners”) who has consented to the application; and

WHEREAS, the Property is identified in Anoka County records with the number of 35-34-24-42-0001; and

WHEREAS, the Applicants are proposing to divide the approximately 39 acre parcel into two buildable lots; and

WHEREAS, the properties are zoned A-2, Rural Estate Agriculture; and

WHEREAS, the proposed parcels will be meeting the minimum standards of the Zoning Ordinance; and

WHEREAS, the proposed subdivision meets the City’s requirements for a minor subdivision; and

WHEREAS, the St. Francis Planning Commission held a duly noticed public hearing and reviewed the minor subdivision on June 15, 2016 and recommended approval of the request; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby approves the minor subdivision with variance request for the minor subdivision as attached subject to the following conditions:

1. The subdivision shall be recorded with Anoka County within 90 days of approval in a manner acceptable to the City Attorney.
2. All recommendations by the City Engineer shall be addressed.
3. The wetland delineation and related easement is subject to review and approval of the City Engineer.

4. Park dedication shall be paid.
5. Drainage and utility and right-of-way easements shall be recorded in a manner acceptable to the City Attorney.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF JULY, 2016.

APPROVED

---

Steve Kane  
Mayor of St. Francis

Attest:

---

Barbara I. Held  
City Clerk

Attachments:  
Minor Subdivision Survey



# **NORTHWEST ASSOCIATED CONSULTANTS, INC.**

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422  
Telephone: 763.957.1100 Website: [www.nacplanning.com](http://www.nacplanning.com)

## **PLANNING MEMO**

TO: St. Francis City Council  
FROM: Nate Sparks, Consulting Planner  
DATE: June 28, 2016  
RE: Crown 2<sup>nd</sup> Addition Preliminary Plat

### **Background**

The City of St. Francis is proposing to plat an existing City owned outlot into one buildable site located near the intersection of Highway 47 and 233<sup>rd</sup> Avenue. The property is located north of the City's liquor store.

### **Subject Site**

The outlot in question is Outlot A of the Crown Addition. It was reserved for future development and contains a drainage pond on the north side of the lot. There is also an exit drive from the City liquor store parking lot through the site.

The site is zoned B-2, General Commercial. It is guided for a commercial land use in the Comprehensive Plan.

### **Proposed Plat**

The City intends to plat the lot in order to make it a buildable site. The preliminary plat depicts a generic commercial use on the property and parking area to demonstrate that a conforming use may be accommodated.

In order to maintain the liquor store access drive in its current location, the City must place it within an easement. The State Highway Department is currently reviewing the plat.

The primary access to this parcel will need to be from Aztec Drive on the rear. Aztec Drive was created by the City to be a backage road for access to the commercial properties along Highway 47.

The storm water pond will need to be placed within an easement. If additional ponding is required at the time of construction, there will need to be additional easements granted.

The minimum lot size within the B-2 District is 20,000 square feet with a minimum width of 100 feet. This proposed lot exceeds both standards. Any future construction will need to adhere to the City's B-2 District standards.

Park dedication requirements were resolved with the Crown Addition final plat.

**Plat Review**

When considering a preliminary plat, the City must make findings that the plat is not premature for consideration, consistent with the Comprehensive Plan, adheres to the requirements of the Subdivision Ordinance, and meets all performance standards within the Zoning Ordinance. This plat appears to meet all requisite standards.

**Planning Commission Recommendation**

The Planning Commission recommended of approval should with the following conditions:

1. All requirements of the State Department of Transportation shall be addressed.
2. Easements over the drainage pond and access drive shall be recorded with the final plat.

Attached:

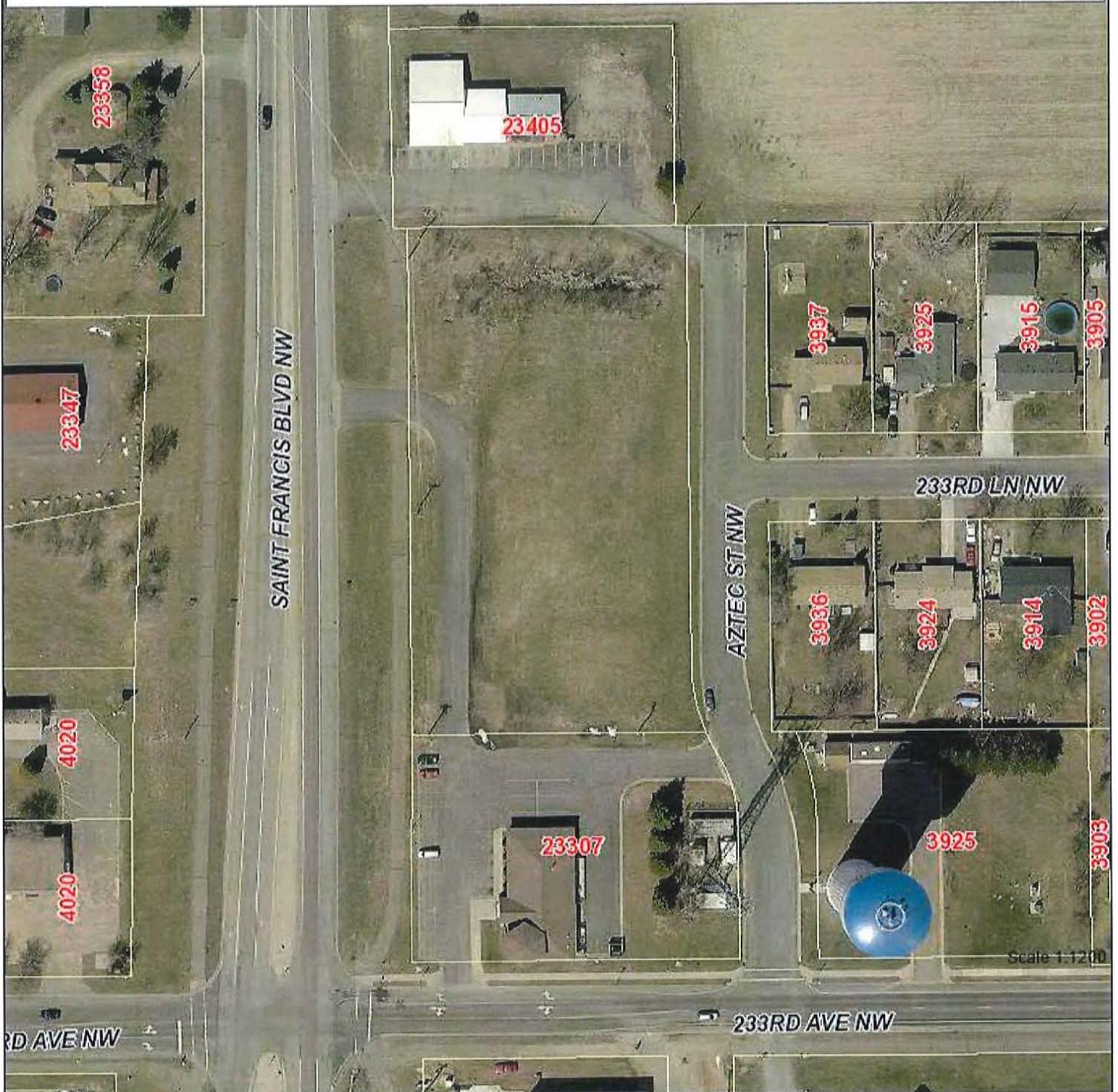
Aerial Photo

Resolution 2016-27: Approving Preliminary & Final Plat



# Crown 2nd Addition

Subject Site



Scale 1:1200



Aerial Photo: Flown Spring of 2014



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

**RESOLUTION 2016-27**

**A RESOLUTION APPROVING A PRELIMINARY & FINAL PLAT FOR  
CROWN 2<sup>ND</sup> ADDITION**

WHEREAS, the City of St. Francis seeks to plat the following legally described property (“the Property”):

Outlot A, Crown Addition; and

WHEREAS, the Property is zoned B-2, General Commercial and guided for a commercial land use in the Comprehensive Plan; and

WHEREAS, the proposed plat will consist of one buildable lot for future development and one outlot for ponding purposes; and

WHEREAS, the proposed buildable lot conforms to the City’s B-2 District standards; and

WHEREAS, the St. Francis Planning Commission held a duly noticed public hearing and reviewed the preliminary plat on June 15, 2016 and recommended approval; and

WHEREAS, the St. Francis City Council reviewed the preliminary and final plat on July 5, 2016 and found it to be generally consistent with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby approves the preliminary and final plat subject to the following conditions:

1. All requirements of the State Department of Transportation shall be addressed.
2. An easement over the access drive shall be recorded with the final plat.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF JULY, 2016.

Attest:

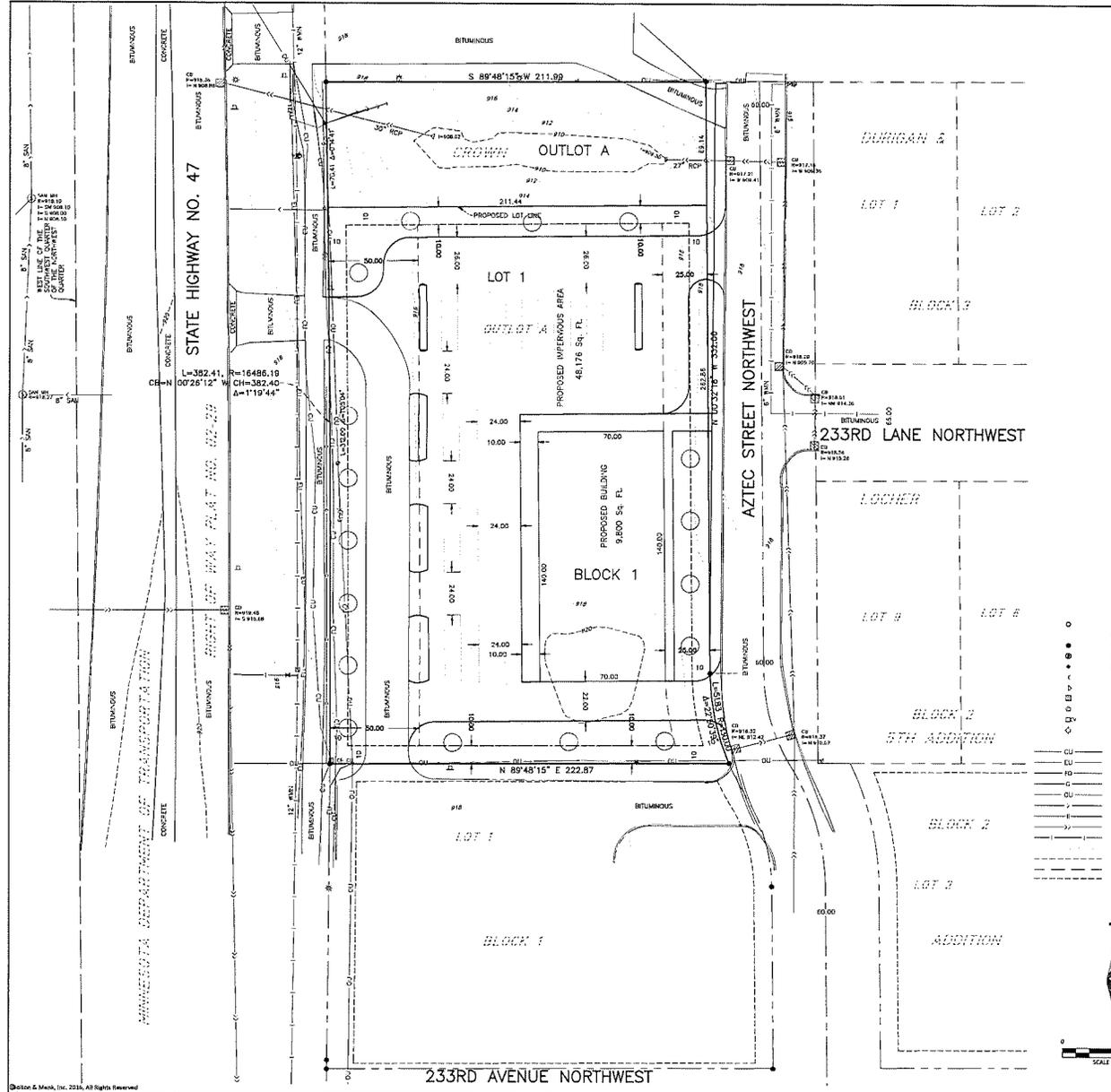
\_\_\_\_\_  
Barbara I. Held, City Clerk

APPROVED

\_\_\_\_\_  
Steve Kane, Mayor of St. Francis

Attachments:  
Exhibit A - Preliminary Plat  
Exhibit B - Final Plat

# CROWN 2ND ADDITION PRELIMINARY PLAT



**OWNER**  
City of St. Francis

**CITY ENGINEER/SURVEYOR**  
Bolton & Menk, Inc.  
7133 Sunland Drive  
Suite 208  
Rochester, MN 55903  
763-453-2851

**LEGAL DESCRIPTION**  
OUTLOT A, CROWN ADDITION, according to plat of record in the Office of the Anoka County Recorder, Anoka County, Minnesota.

**UTILITY & SITE DATA**

**ZONING:** Subject property - B-2 General Business District

**SETBACKS:**  
Front: From Local Streets, 25 feet, from Collector or Arterial Streets, 50 feet  
Side: 10 feet  
Rear: 25 feet  
Setback from R-1 and R-2 Districts: 50 feet  
Wetland setback for all structures: 30 feet from the delineated edge  
Minimum Lot Area: 20,000 SQ. FT.  
Minimum Lot Width: 100 Feet  
Maximum Impervious Surface: 60%  
Maximum Building Height: 40 feet

**UTILITIES:** Underground utility lines and structures are shown in an approximate way only, according to information provided by others. A request that utilities be located for this survey was made through Greater State One Call (Clickn Call No. 109950736). The underground utility lines and structures shown on this map represent the information provided to Bolton & Menk, Inc. as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate. The surveyor does not guarantee that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.

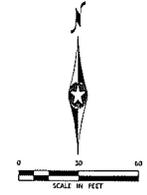
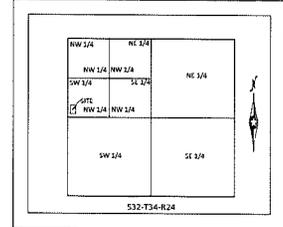
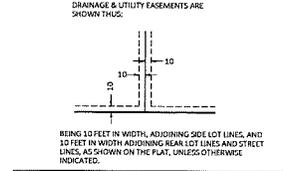
**LOT AREAS:**  
LOT 1, BLOCK 1: 66,311 SQ. FT. (1.818 ACRES)  
LOT 2: 14,370 SQ. FT. (0.329 ACRES)  
TOTAL: 80,681 SQ. FT. (1.846 ACRES)

**SURVEYOR'S CERTIFICATION**  
I hereby certify that this survey 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.

**DRAFT**

Russell G. Hekerson \_\_\_\_\_ Date \_\_\_\_\_  
License Number 41813

- LEGEND**
- |   |                             |   |                        |
|---|-----------------------------|---|------------------------|
| ○ | 1/2" IRON PIPE MONUMENT SET | ⊙ | LIGHT POLE             |
| ● | MARKED BY REG. NO. 41813    | ⊖ | POST                   |
| ⊙ | MONUMENT FOUND              | ⊕ | SANITARY MANHOLE       |
| ⊙ | CAST IRON MONUMENT FOUND    | ⊖ | STORM MANHOLE          |
| ● | BENCH MARK                  | ⊕ | TRAFFIC SIGN           |
| ⊕ | ANCHOR                      | ⊖ | UTILITY POLE           |
| ⊕ | APRUX                       | ⊕ | UTILITY MANHOLE        |
| ⊕ | CATCH BASIN                 | ⊕ | WATER VALVE            |
| ⊕ | CLEAN OUT                   | ⊕ | COMMUNICATION PEDestal |
| ⊕ | EXHAUST VENT                | ⊕ | ELECTRIC PEDestal      |
| ⊕ | HYDRANT                     | ⊕ | ELECTRIC TRANSFORMER   |
| — | COMMUNICATION UNDERGROUND   | ⊕ | TRUCK                  |
| — | ELECTRIC UNDERGROUND        | — | BUILDING SETBACK       |
| — | FIBER OPTIC                 | — | ACCESS CONTROL LINE    |
| — | GAS                         | — | CENTER LINE            |
| — | UTILITY OVERHEAD            | — | PROPERTY / LOT LINE    |
| — | SANITARY SEWER              | — | ROAD/R/W LINE          |
| — | SANITARY FORCE MAIN         | — | BITUMINOUS EDGE        |
| — | STORM SEWER                 | — | CONCRETE EDGE          |
| — | WATER SYSTEM                | — | GRAVEL EDGE            |
| — | INTERIM DAILY CONTOUR       | — | CURB & GUTTER          |
| — | INDEX CONTOUR               | — | SIXTEENTH LINE         |
| — | ADJACENT LINE               | — | QUARTER LINE           |
| — | EASEMENT LINE               | — | SECTION LINE           |



<b>PRELIMINARY PLAT</b> <b>CROWN 2ND ADDITION</b>	OUTLOT A, CROWN ADDITION, ST. FRANCIS, ANOKA COUNTY, MINNESOTA
<b>BOLTON &amp; MENK, INC.</b> Consulting Engineers & Surveyors 2040 INDIANAVILLE COURT, WILMAR, MN 56001 (507) 231-3655 SANNAPORT, MN PARKNET, MN 55627 (507) 231-3655 WILMAR, MN CHASKA, MN RAUSEY, MN AUCAS, IA	FOR: CITY OF ST. FRANCIS
JOB NUMBER: R18.111742 FIELD BOOK:	DRAWN BY: FRB

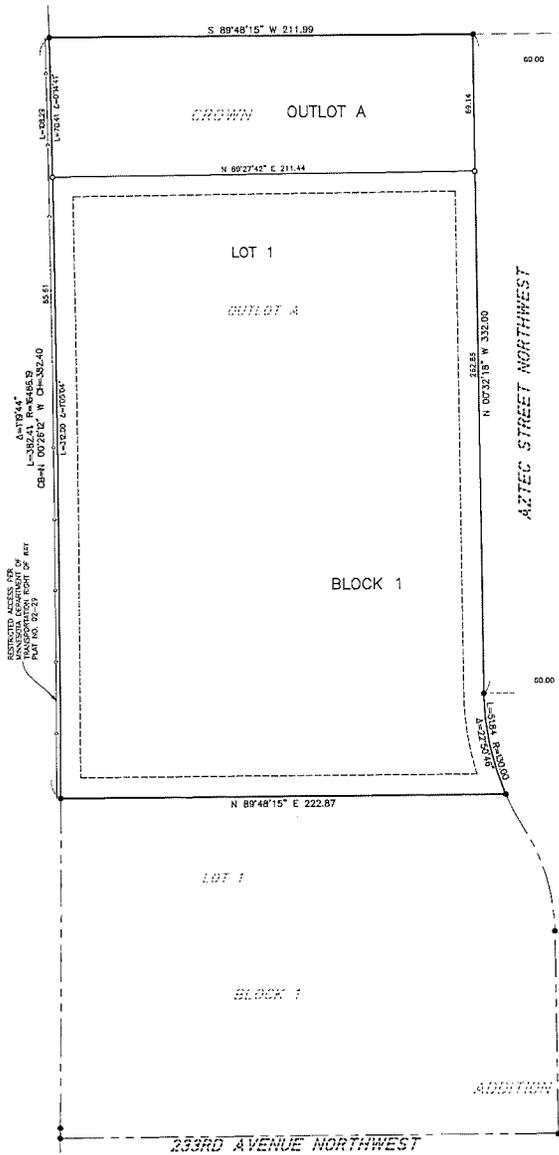
# CROWN 2ND ADDITION

CITY OF ST. FRANCIS  
COUNTY OF ANOKA  
SEC. 32, TWP. 34, RGE. 24

STATE HIGHWAY NO. 47

RIGHT OF WAY PLAT NO. 02-09

MINNESOTA DEPARTMENT OF TRANSPORTATION



KNOW ALL PERSONS BY THESE PRESENTS: That City of St. Francis, a Minnesota municipal corporation under the laws of the State of Minnesota, owner of the following described property:  
 Outlot A, CROWN ADDITION, according to the recorded plat thereof, Anoka County, Minnesota,  
 Has caused the same to be surveyed and platted as CROWN 2ND ADDITION and dedicated the easements as shown on this plat for drainage and utility purposes only.  
 In witness whereof said City of St. Francis, a Minnesota municipal corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF ST. FRANCIS  
 By \_\_\_\_\_ Mayor  
 Steve Kane  
 By \_\_\_\_\_ Clerk  
 Barbara I. Held

STATE OF MINNESOTA  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Steve Kane, Mayor, and Barbara I. Held, Clerk, of City of St. Francis, a municipal corporation under the laws of the State of Minnesota, on behalf of the city.

Notary Public, \_\_\_\_\_ County, Minnesota  
 My Commission Expires \_\_\_\_\_

I, Russell O. Halverson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year, that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Russell O. Halverson, Licensed Land Surveyor  
 Minnesota License No. 41813

STATE OF MINNESOTA  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Russell O. Halverson.

Notary Public, \_\_\_\_\_ County, Minnesota  
 My Commission Expires \_\_\_\_\_

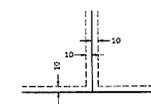
City Council, City of St. Francis, Minnesota  
 This plot of CROWN 2ND ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plot is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.  
 City Council, City of St. Francis, Minnesota

By \_\_\_\_\_ Mayor  
 Steve Kane  
 By \_\_\_\_\_ Clerk  
 Barbara I. Held

County Surveyor  
 I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Larry D. Holm, Anoka County Surveyor

DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:



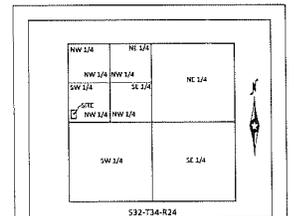
HORIZONTAL DATUM  
 Orientation of the bearing system used for this survey is based on the south line of OUTLOT A, CROWN ADDITION, which is assumed to bear N 89°48'15" E

BEING 10 FEET IN WIDTH, ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH ADJOINING REAR LOT LINES AND STREET LINES, AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED.



### LEGEND

- BEING 1/2" INCH IRON PIPES MONUMENT SET MARKED BY REG. NO. 41813
- DENOTES MONUMENT FOUND



### VICINITY MAP

NOT TO SCALE

THIS PLAT PREPARED BY BOLTON & MENK, INC.



# **NORTHWEST ASSOCIATED CONSULTANTS, INC.**

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422  
Telephone: 763.957.1100 Website: [www.nacplanning.com](http://www.nacplanning.com)

## **PLANNING MEMO**

TO: St. Francis City Council

FROM: Nate Sparks, Consulting Planner

DATE: June 28, 2016

RE: East Village Comprehensive Plan Amendment / Rezoning / Preliminary & Final Plat / Right-of-Way Vacation

### **Background**

The City of St. Francis is proposing to combine six parcels of land located around 3518 Bridge Street. The site is a former City public works facility adjacent to County parkland along the Rum River. The purpose of the plat and amendments is to create a buildable site for future use.

### **Zoning / Comprehensive Plan Amendment**

The site is zoned and guided in the Comprehensive Plan for multiple designations. Two properties are zoned R-2, Single Family, one property is zoned Conservancy, two are zoned B-2, General Commercial, and one bears no zoning designation. In the Comprehensive Plan, the site is guided partially Commercial and partially Public. These designations are related to former uses and plans that are no longer in place.

It is proposed to guide the entire property Commercial and rezone it to B-2, General Commercial. The plat would require a singular designation in order to be one building site. These designations appear to be most consistent with the Comprehensive Plan goals of having commercial uses along the Bridge Street corridor. It is likely the site is most marketable for the City as a commercial site. Other uses may be considered at an applicant's request in the future.

The property to the east is a commercial site (Casey's) and the property to the south is used for single family residences. Future construction may require screening to these properties to the south.

### **Building Site / Lot Size**

The preliminary plat shows a demonstration use and layout to confirm that the site works for a general commercial use in a manner that conforms to the Zoning Ordinance. There is ample area available for a building, parking lot, and storm water ponding.

The proposed site is about 3 acres in size. The minimum lot size in the B-2 District is 20,000 square feet.

**Site Access**

The most easterly and southerly parcels within this site were considered to be possible future roads in the past. In order to ensure there are no remnants of public right-of-way easements associated with these lots, an easement vacation is to be processed with the final plat.

The westerly portion of the 229<sup>th</sup> Lane right-of-way is one of the two road sections mentioned. The road itself is within a lot owned by the City. The road surface itself is about 380 feet of the approximately 930 foot wide parcel. There is a large wetland that is located at the westerly terminus of the road. The remainder of this right-of-way parcel is undeveloped and would be very difficult to develop as a road, requiring a bridge over the wetland. Furthermore, the development of this road would create double frontage lots in the residential subdivision to the south. Therefore, the undeveloped portion of this road right-of-way parcel is proposed to be incorporated into the plat.

Currently, the site has a driveway to Bridge Street. The conceptual site plan depicts the drive being in the same place as it is currently located. The County is currently reviewing the access to the site. Preliminarily the County recommends that the City share an access with Casey's to the east or move the driveway to the eastern most portion of the plat. Turn lanes may also be required with any construction on the site. Additional right-of-way may be required.

**Parks & Trails**

The County has a trail in the parkland to the west of this site. The survey shows that this trail has meandered onto this site. The County has requested their trail be placed within an easement. The City Engineer's office is creating a legal description for this purpose.

Park dedication is not required because there are no new lots being created. There is space available in the right-of-way adjacent to the property for a trail.

**Grading & Easements**

There is a bluff located on the County property to the west. This slope begins, in some areas, on the City's property. Also, Section 92 of the Zoning Ordinance requires a buffer to rivers and streams. The bluff area and river buffer are both proposed to be within an easement on the western edge of the property.

There is a large wetland on the southeastern portion of the site. This has been delineated and is placed within an easement.

Any new construction will require a grading plan and storm water management. The pond shown on site is for demonstration purposes to show that the site can contain all necessary improvements.

**Request Review**

When considering a preliminary plat, the City must make findings that the plat is not premature for consideration, consistent with the Comprehensive Plan, adheres to the requirements of the Subdivision Ordinance, and meets all performance standards within the Zoning Ordinance. This plat appears to meet all requisite standards.

For the Comprehensive Plan amendment and rezoning, the City must consider if the proposed amendments are consistent with the goals and policies of the Comprehensive Plan, the proposed use

is compatible with present and future land uses in the area, the use conforms with all performance standards in the Zoning Ordinance, the proposed use may be accommodated by existing public services, and traffic generation by the proposed use can be accommodated by the streets serving the property. It appears that the use of this site as commercial is generally consistent with this criteria.

As part of the platting, the City needs to vacate public easements associated with former rights-of-way on the subject site. This requires a public hearing.

**Planning Commission Recommendation**

The Planning Commission recommended the City Council approve the Comprehensive Plan Amendment, Rezoning, and Plat with the following conditions:

1. All requirements of Anoka County shall be met.
2. Easements, including a trail easement for the County, shall be recorded with the final plat.

Attached:

Res 2016-28: Approving Comprehensive Plan Amendment

Ord 220, SS: Approving Rezoning to B-2

Res 2016-29: Approving Preliminary & Final Plat

Res 2016-30: Vacation of Right-of-Way



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

**RESOLUTION 2016-28**

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO A  
COMMERCIAL LAND USE FOR PROPERTY ASSOCIATED  
WITH THE EAST VILLAGE ADDITION**

**WHEREAS**, the City of St. Francis (“the City”) is seeking to plat six parcels into one on a plat referred to as East Village Addition; and

**WHEREAS**, the parcels have multiple land use designations in the Comprehensive Plan; and

**WHEREAS**, the legal description of the site (“the Property”) is:

Lot 1, Block 8, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, Anoka County, Minnesota.

and

That part of Lot 5, Block 7, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, lying westerly of the northerly extension of the westerly right of way of Quay Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

and

(PER TORRENS CERTIFICATE OF TITLE NO. 94809)

That part of the Southwest Quarter of the Southeast Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota, as described as follows:

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 15 minutes 14 seconds West; along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 360.57 feet; thence South 89 degrees 52 minutes 05 seconds West, a distance of 175.99 feet to a point hereinafter referred to as Point “A”; thence North 00 degrees 22 minutes 12 seconds West, a distance of 289.41 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 165.00 feet; thence North 00 degrees 22 minutes 12 seconds West, a distance of 132.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 85.82 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 170.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 210.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 94.00 feet to the point of beginning of the land to be described; thence South 89 degrees 42 minutes 41 seconds West, a distance of 165.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 155.70 feet to the intersection

with a line bearing South 89 degrees 52 minutes 05 seconds West from said Point "A"; thence South 89 degrees 52 minutes 05 seconds West, a distance of 100.00 feet; thence North 00 degrees 24 minutes 08 seconds West, a distance of 419.43 feet; thence North 89 degrees 42 minutes 41 seconds East, a distance of 265.00 feet to the intersection with a line drawn on a bearing of North 00 degrees 24 minutes 08 seconds from the point of beginning; thence South 00 degrees 24 minutes 08 seconds East, a distance of 264.00 feet to the point of beginning.

(Said tract is also known as Lots 2, and 3, and part of Lot 4, Block 8, "Village of St. Francis")

**WHEREAS**, the site is currently undeveloped and bears multiple designations in the Comprehensive Plan; and

**WHEREAS**, the Comprehensive Plan states policies goals related to placing commercial land uses along major transportation corridors; and

**WHEREAS**, the Planning Commission held a public hearing on June 15, 2016 and recommended approval of this land use designation change; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of St. Francis that the Property be designated as a commercial land use in the Comprehensive Plan and all maps are hereby authorized to be changed to reflect this change.

This resolution was adopted by the city council of the city of St. Francis on this 5<sup>th</sup> day of July, 2016 by a vote of Ayes \_\_\_\_\_ Nays \_\_\_\_\_.

---

Steve Kane, Mayor

ATTEST:

---

Barb Held, City Clerk

(seal)

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

**ORDINANCE 220, SECOND SERIES**

**AN ORDINANCE AMENDING THE OFFICIAL CITY OF ST. FRANCIS ZONING MAP TO  
REZONE PROPERTY AT 3518 BRIDGE STREET ASSOCIATED WITH THE EAST VILLAGE  
FINAL PLAT TO B-2, GENERAL COMMERCIAL**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Map Amended. The official zoning map of the City of St. Francis is hereby amended to change the zoning classification of the following legally described property to B-2, General Commercial:

Lot 1, Block 8, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, Anoka County, Minnesota.

and

That part of Lot 5, Block 7, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, lying westerly of the northerly extension of the westerly right of way of Quay Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

and

(PER TORRENS CERTIFICATE OF TITLE NO. 94809)

That part of the Southwest Quarter of the Southeast Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota, as described as follows:

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 15 minutes 14 seconds West; along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 360.57 feet; thence South 89 degrees 52 minutes 05 seconds West, a distance of 175.99 feet to a point hereinafter referred to as Point "A"; thence North 00 degrees 22 minutes 12 seconds West, a distance of 289.41 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 165.00 feet; thence North 00 degrees 22 minutes 12 seconds West, a distance of 132.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 85.82 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 170.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 210.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 94.00 feet to the point of beginning of the land to be described; thence South 89 degrees 42 minutes 41 seconds West, a distance of 165.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 155.70 feet to the intersection with a line bearing South 89 degrees 52 minutes 05 seconds West from said Point "A"; thence South 89 degrees 52 minutes 05 seconds West, a distance of 100.00 feet; thence North 00 degrees 24 minutes 08 seconds West, a distance of 419.43 feet; thence North 89 degrees 42 minutes 41 seconds East, a distance of 265.00 feet to the intersection with a line drawn on a bearing of North 00 degrees 24 minutes 08 seconds from the point of beginning; thence South 00 degrees 24 minutes 08 seconds East, a distance of 264.00 feet to the point of beginning.

(Said tract is also known as Lots 2, and 3, and part of Lot 4, Block 8, "Village of St. Francis")

Subject to an easement for highway, utility, drainage, biking/walking, construction of slope purposes in favor of the County of Anoka over the north 40 feet of the west 165 feet of the above-described land, as set forth in quit claim deed dated January 12, 1999, and filed January 19, 1999, as Anoka County recorder document no. 1401133.

Section 2. The City of St. Francis Zoning Administrator is hereby directed to make the appropriate changes to the official zoning map to reflect the change in zoning classifications as set forth above.

Section 3. A copy of this Ordinance and the updated map shall be kept on file at the St. Francis City Hall.

Section 4. This Ordinance shall be effective upon 30 days from publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF JULY, 2016.

APPROVED:

---

Steve Kane  
Mayor of St. Francis

ATTEST:

---

Barbara I. Held  
City Clerk

(seal)

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

**RESOLUTION 2016-29**

**A RESOLUTION APPROVING A PRELIMINARY & FINAL PLAT FOR  
EAST VILLAGE ADDITION**

WHEREAS, the City of St. Francis seeks to re-plat six parcels into one buildable site located at 3518 Bridge Street; and

WHEREAS, the subject site (the "Property") is legally described on Exhibit B; and

WHEREAS, the Property is proposed to be rezoned B-2, General Commercial and re-guided for a Commercial land use in the Comprehensive Plan; and

WHEREAS, the Property is approximately 3 acres in size after required dedications; and

WHEREAS, the St. Francis Planning Commission held a duly noticed public hearing and reviewed the preliminary plat on June 15, 2016 and recommended approval; and

WHEREAS, the St. Francis City Council reviewed the preliminary and final plat on July 5, 2016 and found it to be generally consistent with the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED that the City of St. Francis hereby approves the preliminary and final plat subject to the following conditions:

1. All requirements of Anoka County shall be met including right-of-way dedication.
2. All easements deemed necessary by the City Engineer, including a trail easement for the County, shall be recorded with the final plat.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF JULY, 2016.

APPROVED

Attest:

\_\_\_\_\_  
Steve Kane, Mayor of St. Francis

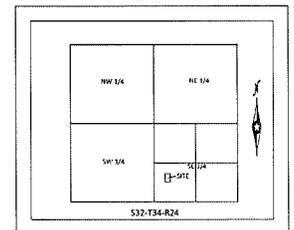
\_\_\_\_\_  
Barbara I. Held, City Clerk

Attachments:

Exhibit A - Preliminary Plat

Exhibit B - Final Plat

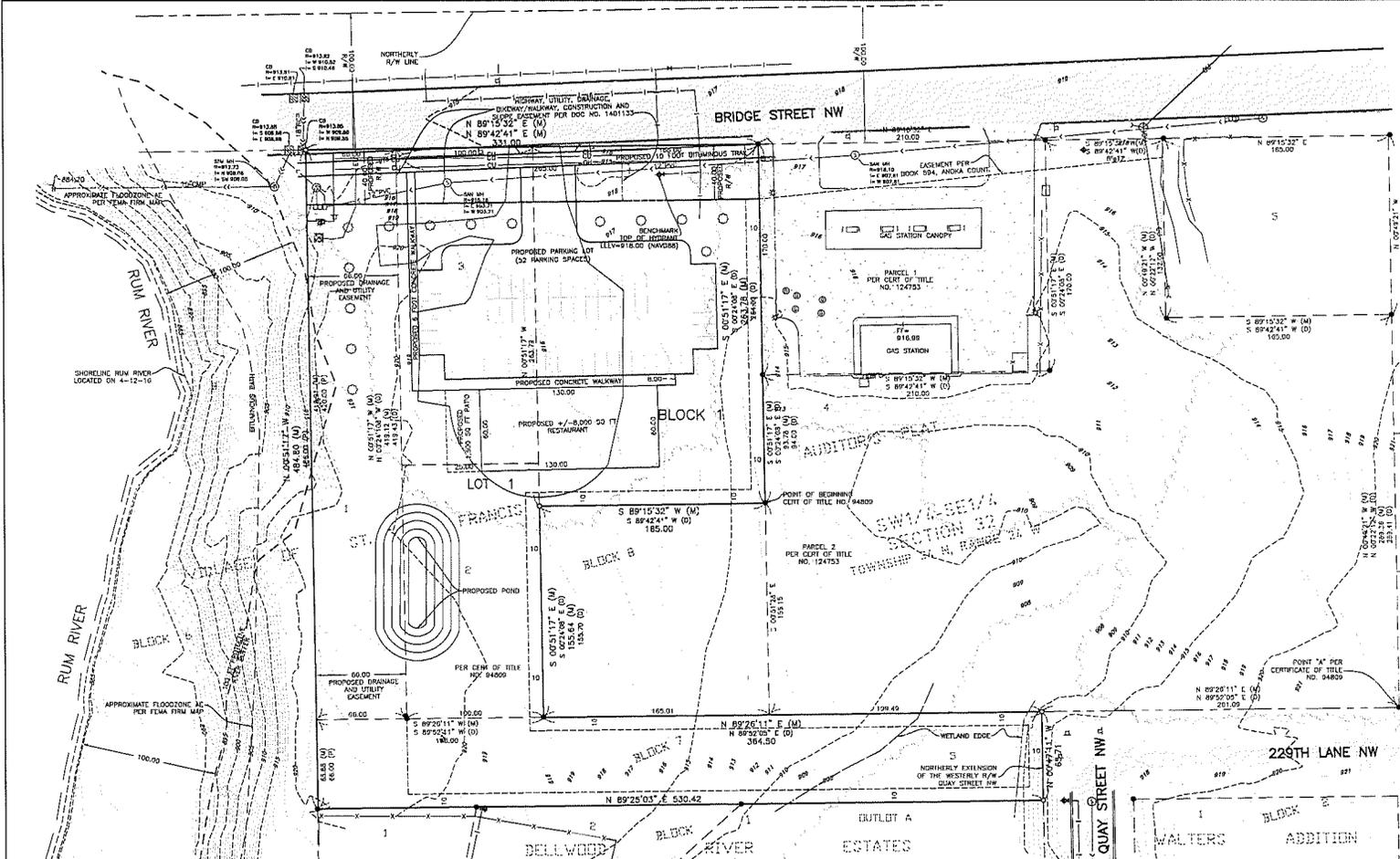
# EAST VILLAGE ADDITION PRELIMINARY PLAT



VICINITY MAP  
NOT TO SCALE

DRAINAGE & UTILITY EASEMENTS ARE SHOWN IN RED.

BEING 10 FEET IN WIDTH ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH ADJOINING REAR LOT LINES AND STREET LINES, AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED.



**LEGAL DESCRIPTION**  
 Lot 1, Block B, Village of St. Francis Auditor Plat, according to the recorded plat thereof, Anoka County, Minnesota.  
 and  
 That part of Lot 5, Block 7, Village of St. Francis Auditor Plat, according to the recorded plat thereof, lying westerly of the northerly extension of the westerly right of way of Quarry Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.  
 and  
 (PER CERTIFICATE OF TITLE NO. 94809)  
 That part of the Southwest Quarter of the Southeast Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter, thence on an assumed bearing of North 00 degrees 13 minutes 14 seconds West, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 305.57 feet; thence South 89 degrees 22 minutes 05 seconds West, a distance of 170.99 feet to a point hereinafter referred to as Point "A"; thence North 00 degrees 22 minutes 12 seconds West, a distance of 290.41 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 105.30 feet; thence North 00 degrees 22 minutes 12 seconds West, a distance of 132.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 85.82 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 170.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 210.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 84.00 feet to the point of beginning of the land to be described; thence South 89 degrees 42 minutes 41 seconds West, a distance of 105.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 152.70 feet to the intersection with a line bearing South 89 degrees 22 minutes 05 seconds West from said Point "A"; thence South 89 degrees 20 minutes 20 seconds West, a distance of 100.00 feet; thence North 00 degrees 24 minutes 08 seconds West, a distance of 419.43 feet; thence North 89 degrees 42 minutes 41 seconds East, a distance of 205.00 feet to the intersection with a line on a bearing of North 00 degrees 24 minutes 08 seconds from the point of beginning; thence South 00 degrees 24 minutes 08 seconds East, a distance of 284.00 feet to the point of beginning.

[Said tract is also known as Lots 2, and 3, and part of Lot 4, Block B, Village of St. Francis.]  
 Subject to an easement for Highway, utility, drainage, blading/mulching, construction of slope purposes in favor of the County of Anoka over the north 40 feet of the east 105 feet of the above-described land, as set forth in quit claim deed dated January 12, 1999, and filed January 19, 1999, as Anoka County recorder document No. 1401133.

Bolton & Menk, Inc. 2016, All Rights Reserved  
 H:\STFR\STFR\0205\CAD\CAD\01\0205SPROJ.DWG 05-03-2016 2:00pm.

**CITY ENGINEER**  
 City of St. Francis  
 Bolton & Menk, Inc.  
 7533 Sunbeam Drive  
 Burnsville, MN 55339  
 Suite 200  
 763-433-2801

**LOT AREAS:**  
 Lot 1, Block 1: 134,788 SQ. FT. (3.09 ACRES)  
 Proposed Right of Way 13,240 SQ. FT. (0.30 ACRES)  
 OVERALL: 148,028 (3.39 ACRES)  
 PROPOSED IMPROVED COVERAGE: Lot 1, Block 1, 33,452 SQ. FT. (0.77 ACRES), 24.8%

**UTILITY & SITE DATA**  
 PROPOSED ZONING: Subject property - B-2 General Business District

**SETBACKS:**  
 Front: From Local Streets, 25 feet, from Collector or Arterial Streets, 50 feet  
 Side: 10 feet  
 Rear: 25 feet  
 Setback from B-1 and B-2 Districts: 50 feet  
 Wetland setback for all structures: 30 feet from the delineated edge  
 Minimum Lot Area: 20,000 SQ. FT.  
 Minimum Lot Width: 100 Feet  
 Minimum Impervious Coverage: 20%  
 Maximum Building Height: 40 Feet

**UTILITIES:** Underground utility lines and structures are shown in an approximate way only, according to information provided by others. A request that utilities be located for this survey was made through Copier State and Cal (Ticket No. 15099492). The underground utility lines and structures shown on this map represent the information provided to Bolton & Menk, Inc. as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate. The surveyor does not guarantee that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.

**SURVEYORS NOTE**  
 1. Orientation of the bearing system is based upon the Anoka County Coordinate System (NAD83/2011).  
 2. This survey was performed, and the survey map prepared, without benefit of other a title insurance commitment or an attorney's title opinion. The record boundary and assessment information (if any) shown herein is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a company index of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.  
 3. The field survey was completed on April 12th, 2016.  
 4. The Floodplain AE shown on this survey is approximate and is based on FEMA's Flood Insurance Rate Map Number 2700300202E, dated December 15th, 2015.

**SURVEYOR'S CERTIFICATION**  
 I, Russell D. Halverson, certify that this survey 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.

**DRAFT**

Russell D. Halverson  
 License Number 41813

**LEGEND**

(NV)	MEASURED DIMENSION	(C)	CONCRETE SURFACE
(DT)	DEED DIMENSION	(G)	GRAVEL SURFACE
(P)	PLAT DIMENSION	(H)	CURB & GUTTER
(M)	MEASURED CURVE	(I)	WALKWAY
(S)	SCALE IN FEET	(J)	WATER LINE
(R)	RIGHT OF WAY	(K)	SEWER LINE
(A)	ADJUTANT	(L)	STORMWATER
(B)	BENCH MARK	(M)	TELEPHONE MANHOLE
(C)	CATCH BASIN	(N)	STORMWATER MANHOLE
(D)	COMMUNICATION PEDESTAL	(O)	STORMWATER
(E)	ELECTRIC METE	(P)	STORMWATER
(F)	ELECTRIC PEDESTAL	(Q)	UTILITY POLE
(G)	ELECTRIC TRANSFORMER	(R)	WATER VALVE
(H)	MANHOLE	(S)	WETLAND
(I)	HYDRANT	(T)	WETLAND EDGE
(J)	COMMUNICATION UNDERGROUND	(U)	WETLAND
(K)	UTILITY OVERHEAD	(V)	WETLAND
(L)	SEWER SEWER	(W)	WETLAND
(M)	WATER MAIN	(X)	WETLAND
(N)	STORMWATER	(Y)	WETLAND
(O)	STORMWATER	(Z)	WETLAND
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(FV)	STORMWATER	(G6)	WETLAND
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(G4)	STORMWATER	(GE)	WETLAND
(G5)	STORMWATER	(GF)	WETLAND

# EAST VILLAGE ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That City of St. Francis, a Minnesota municipal corporation under the laws of the State of Minnesota, owner of the following described property:

Lot 1, Block 8, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, Anoka County, Minnesota.

and

That part of Lot 5, Block 7, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, being westerly of the northerly extension of the westerly right of way of Quoy Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

and

(PER TORRENS CERTIFICATE OF TITLE NO. 94809)

That part of the Southwest Quarter of the Southeast Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said Southwest Quarter of the Southeast Quarter; thence on an assumed bearing of North 00 degrees 15 minutes 14 seconds West, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 360.57 feet; thence South 89 degrees 52 minutes 05 seconds West, a distance of 175.99 feet to a point hereinafter referred to as Point "A"; thence North 00 degrees 22 minutes 12 seconds West, a distance of 289.41 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 185.00 feet; thence North 00 degrees 22 minutes 12 seconds West, a distance of 132.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 85.82 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 170.00 feet; thence South 89 degrees 42 minutes 41 seconds West, a distance of 210.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 94.00 feet to the point of beginning of the land to be described; thence South 89 degrees 42 minutes 41 seconds West, a distance of 185.00 feet; thence South 00 degrees 24 minutes 08 seconds East, a distance of 155.70 feet to the intersection with a line bearing South 89 degrees 52 minutes 05 seconds West from said Point "A"; thence South 89 degrees 52 minutes 05 seconds West, a distance of 100.00 feet; thence North 00 degrees 24 minutes 08 seconds West, a distance of 415.43 feet; thence North 89 degrees 42 minutes 41 seconds East, a distance of 265.00 feet to the intersection with a line drawn on a bearing of North 00 degrees 24 minutes 08 seconds from the point of beginning; thence South 00 degrees 24 minutes 08 seconds East, a distance of 264.00 feet to the point of beginning.

(Said tract is also known as Lots 2, and 3, and part of Lot 4, Block 8, "Village of St. Francis".)

Subject to an easement for highway, utility, drainage, biking/walking, construction of slope purposes in favor of the County of Anoka over the north 40 feet of the west 165 feet of the above-described land, as set forth in quit claim deed dated January 16, 1999, and filed January 19, 1999, as Anoka County recorder document No. 1401133. Has caused the same to be surveyed and platted as EAST VILLAGE ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easement as created in this plat.

Has caused the same to be surveyed and platted as EAST VILLAGE ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easement as created in this plat.

In witness whereof said City of St. Francis, a Minnesota municipal corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ST. FRANCIS

By \_\_\_\_\_ Mayor  
Steve Kane

By \_\_\_\_\_ Clerk  
Barbara L. Heid

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Steve Kane, Mayor, and Barbara L. Heid, Clerk, of City of St. Francis, a municipal corporation under the laws of the State of Minnesota, on behalf of the city.

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

I, Russell O. Halverson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year, that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat, and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Russell O. Halverson, Licensed Land Surveyor  
Minnesota License No. 41813

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Russell O. Halverson.

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

City Council, City of St. Francis, Minnesota

This plat of EAST VILLAGE ADDITION was approved and accepted by the City Council of the City of St. Francis, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of St. Francis, Minnesota

By \_\_\_\_\_ Mayor  
Steve Kane

By \_\_\_\_\_ Clerk  
Barbara L. Heid

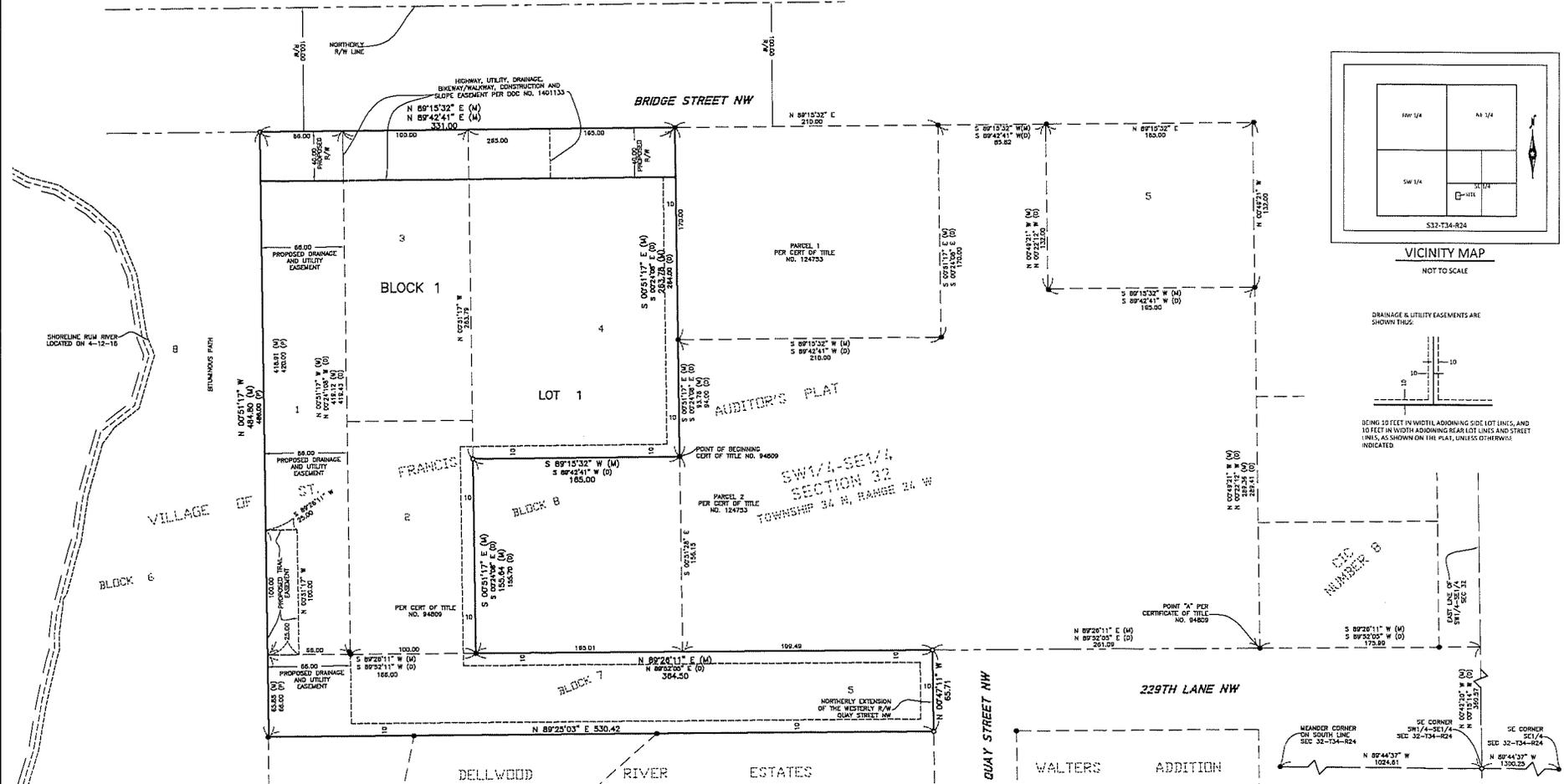
County Surveyor

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Larry D. Holm, Anoka County Surveyor

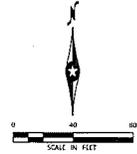
# EAST VILLAGE ADDITION

CITY OF ST. FRANCIS  
COUNTY OF ANOKA  
SEC. 32, TWP. 34, RGE. 24



LOT AREAS:  
Lot 1, Block 1: 134,768 Sq. Ft (3.09 Acres)  
Proposed Right of Way 13,240 Sq. Ft (0.30 Acres)  
Overall: 148,008 Sq. Ft (3.39 Acres)

HORIZONTAL DATUM  
Orientation of the bearing system used for this survey is based on the east line of the Southwest Quarter of the Southeast Quarter, Section 32, Township 34, Range 24, Anoka County, Minnesota, which is assumed to bear N 00°42'20" E



LEGEND  
 ○ 7/8" IRON PIPES AND GALVANIZED S&T MARKED BY FIELD NO. 401-4013  
 ● MONUMENT FOUND  
 (M) IRREGULAR DIMENSION  
 (D) DIMENSION  
 (P) PLAT DIMENSION

THIS PLAT PREPARED BY BOLTON & MENK, INC.

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

**RESOLUTION 2016-30**

**RESOLUTION APPROVING EASEMENT VACATIONS RELATED TO  
THE EAST VILLAGE FINAL PLAT**

WHEREAS, City of St. Francis seeks to vacate easements and right-of-ways associated with the East Village Final Plat; and

WHEREAS, the easements being vacated are related to property identified as right-of-way that is no longer necessary due to the plat; and

WHEREAS, the easements to be vacated are attached as Exhibit A; and

WHEREAS, the St. Francis City Council conducted a duly-noticed public hearing on July 5, 2016; and

WHEREAS, the City Council proceeded to hear all persons interested in said petition and persons interested were afforded the opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the City Council determined that there is no current and/or anticipated future public need to retain the easements and the requested vacation would be in the public interest; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis that pursuant to Minnesota Statutes 412.851, the above described easement situated in the City of St. Francis, Anoka County, Minnesota is hereby vacated.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF JULY, 2016.

APPROVED

Attest:

\_\_\_\_\_  
Steve Kane, Mayor of St. Francis

\_\_\_\_\_  
Barbara I. Held, City Clerk

Attachments:

Exhibit A - Easement Vacation Legal Description

Exhibit B - Easement Vacation Exhibit

Exhibit A – Easement Vacation Legal Description

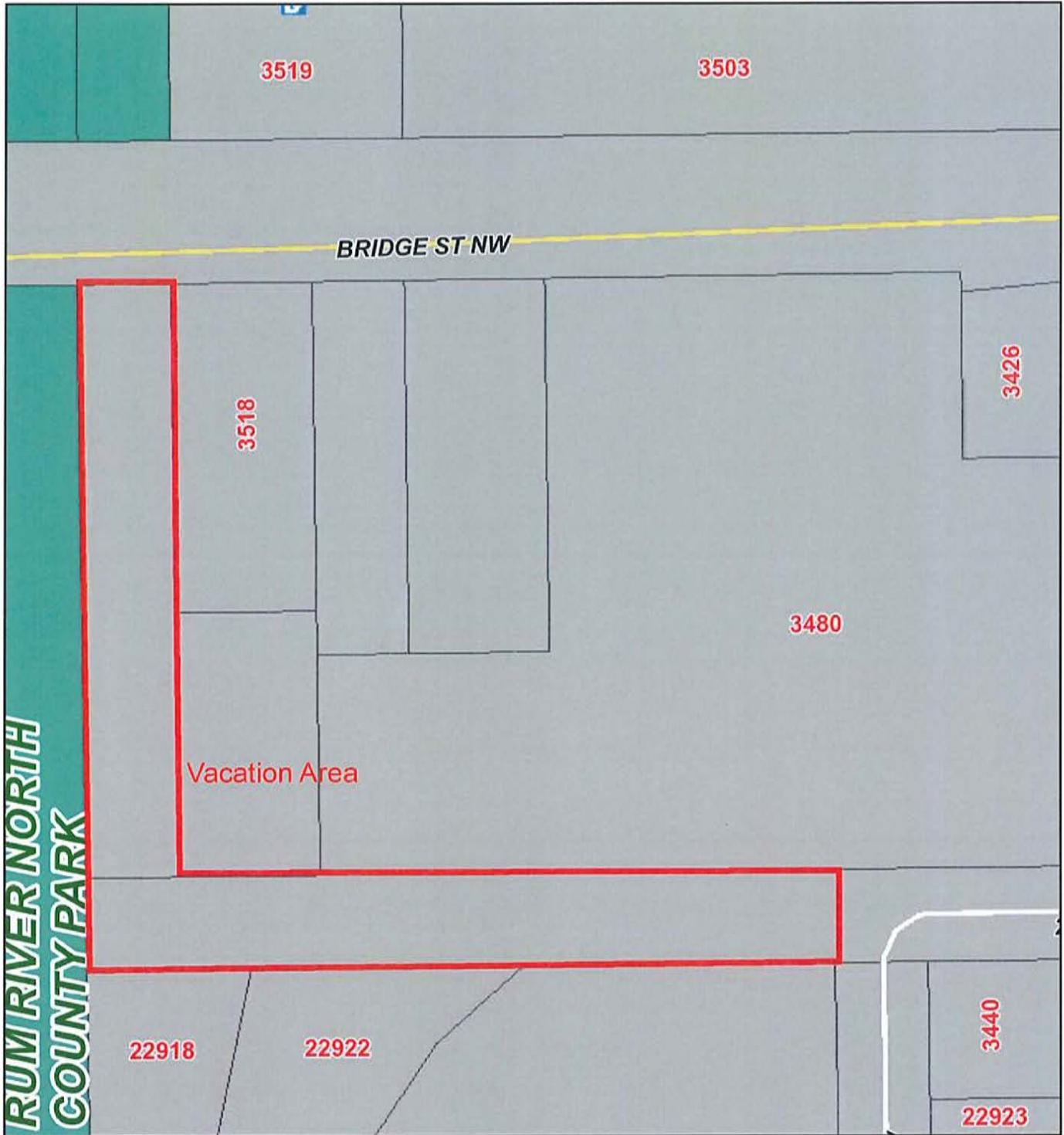
Lot 1, Block 8, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, Anoka County, Minnesota.

and

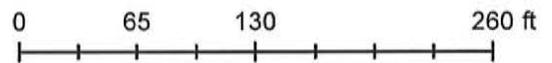
That part of Lot 5, Block 7, VILLAGE OF ST. FRANCIS AUDITOR PLAT, according to the recorded plat thereof, lying westerly of the northerly extension of the westerly right of way of Quay Street, as delineated and dedicated on WALTERS ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

Exhibit B – Easement Vacation Exhibit

# Vacation Exhibit

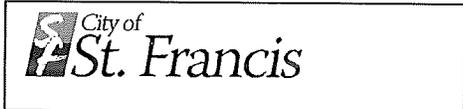


June 29, 2016



Vertical Datum for Contours: NAVD88

The information on this map was compiled from public data sources. Anoka County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product.



**CITY COUNCIL  
AGENDA REPORT**  
Agenda Item #: 7 a

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Barb Held, City Clerk  
**SUBJECT:** Appointment of Election Judges  
**DATE:** July 5, 2016

**ITEM FOR COUNCIL CONSIDERATION:**

Appointment of election judges to work the State Primary, August 9 and the General Election November 8, 2016.

**BACKGROUND:**

Per Minnesota Election Laws 204B.21 Subd. 2; Election judges for precincts in a municipality shall be appointed by the governing body of the municipality. The appointments shall be made at least 25 days before the election at which election judges will serve.

**RECOMMENDATION:**

A motion would be in order to adopt Resolution 2016- a resolution Appointing the Election Judges for the State Primary, August 9, 2016 and the State General Election, November 8, 2016.

**BUDGET IMPACT:**

Monies have been budgeted for their salaries and mileage for training.

S:\FORMS\AGENDA REPORT.doc

Attachments:

1. NONE

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

**RESOLUTION 2016-31**

**A RESOLUTION APPOINTING JUDGES OF ELECTION  
FOR STATE PRIMARY, AUGUST 9, 2016 AND  
GENERAL ELECTION, NOVEMBER 8, 2016**

BE IT RESOLVED BY THE CITY COUNCIL OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA that the following persons are appointed as Judges of Election for the State Primary, August 9, 2016 and General Election, November 8, 2016:

Anna Anderson	Michael Minkler
Rose Caswell	Helen Peterson
Juanita Davis	Jodie Steffes
Carole Dubois	Ray Steinke
Helen "Eleanor" Hanson	Linda Stonecash
Julie Heifort	Nancy Thompson
Ann Johnson	David Watkins
Maureen Ness	Linda Watkins
Kathy Minkler	Ellsworth Welander

The Judges of Election shall be paid \$9.25 per hour and the Head Judge \$10.00 per hour.

The motion for the adoption of the foregoing resolution was made by Councilmember and was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

and the following were absent: None.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, ANOKA COUNTY, MINNESOTA THIS 5<sup>th</sup> DAY OF JULY, 2016.

APPROVED;

ATTEST:

\_\_\_\_\_  
Steve Kane, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

**CITY COUNCIL  
AGENDA REPORT**

Agenda Item #: 7b

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Paul Teicher, Public Works Director  
**SUBJECT:** Resolution of Support for Anoka County  
**DATE:** 7-5-2016

**ITEM FOR CONSIDERATION:** Anoka County is interested in pursuing funding for a pedestrian tunnel under State Highway 47. The tunnel/crossing is part of the County's Sugar Hills Regional Trail Plan.

**BACKGROUND:** The County Highway Department will be submitting an application to receive federal transportation funds for a pedestrian and bike tunnel under TH 47 at Pederson Drive as part of the regional solicitation process which ends July 15<sup>th</sup>.

**ACTION BE TO CONSIDERED:** City Council has the option to approve a resolution supporting Anoka County Federal funding application for TH 47 Pedestrian/trail crossing facility improvements. City Council also has the option to table or do nothing.

**BUDGET IMPLICATION:** None at this time.

S:\FORMS\AGENDA REPORT.doc

Attachments:

1. Resolution 2016- 32 and Draft site map.

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

**RESOLUTION 2016-32**

**SUPPORTING ANOKA COUNTY FEDERAL FUNDING APPLICATION  
FOR TH 47 PEDESTRIAN TRAIL/TUNNEL CROSSING**

WHEREAS, TH 47 is a trunk highway route that provides an important north-south transportation connection in Anoka County, and,

WHEREAS, traffic volumes on TH 47 have been increasing over the past decade and are expected to continue to increase in the future as the cities in and around the roadway continue to grow, and,

WHEREAS, existing and future traffic volumes are such that safety is a concern at intersections and along some segments of the corridor, and,

WHEREAS, existing and future traffic volumes are such that congestion is and will continue to negatively impact the ability of pedestrians and bicyclists to safely move through the corridor, and

WHEREAS, Anoka County has identified this corridor as needing bicycle and pedestrian facility improvements, and,

WHEREAS, the proposed improvements are part of the Sugar Hills Regional Trail, and,

WHEREAS, Anoka County and the City of St. Francis have worked together in the past to improve the area's transportation system, and,

WHEREAS, Anoka County would like to submit an application to the Transportation Advisory Board to the Metropolitan Council for 2019 - 2021 to receive federal transportation funds to make bicycle and pedestrian facility improvements at TH 47 (Rum River Blvd.) and Pederson Drive.

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

That the City of St. Francis supports Anoka County in preparing and submitting an application for the TH 47 Pedestrian Crossing project in the Bicycle and Pedestrian Facilities category.

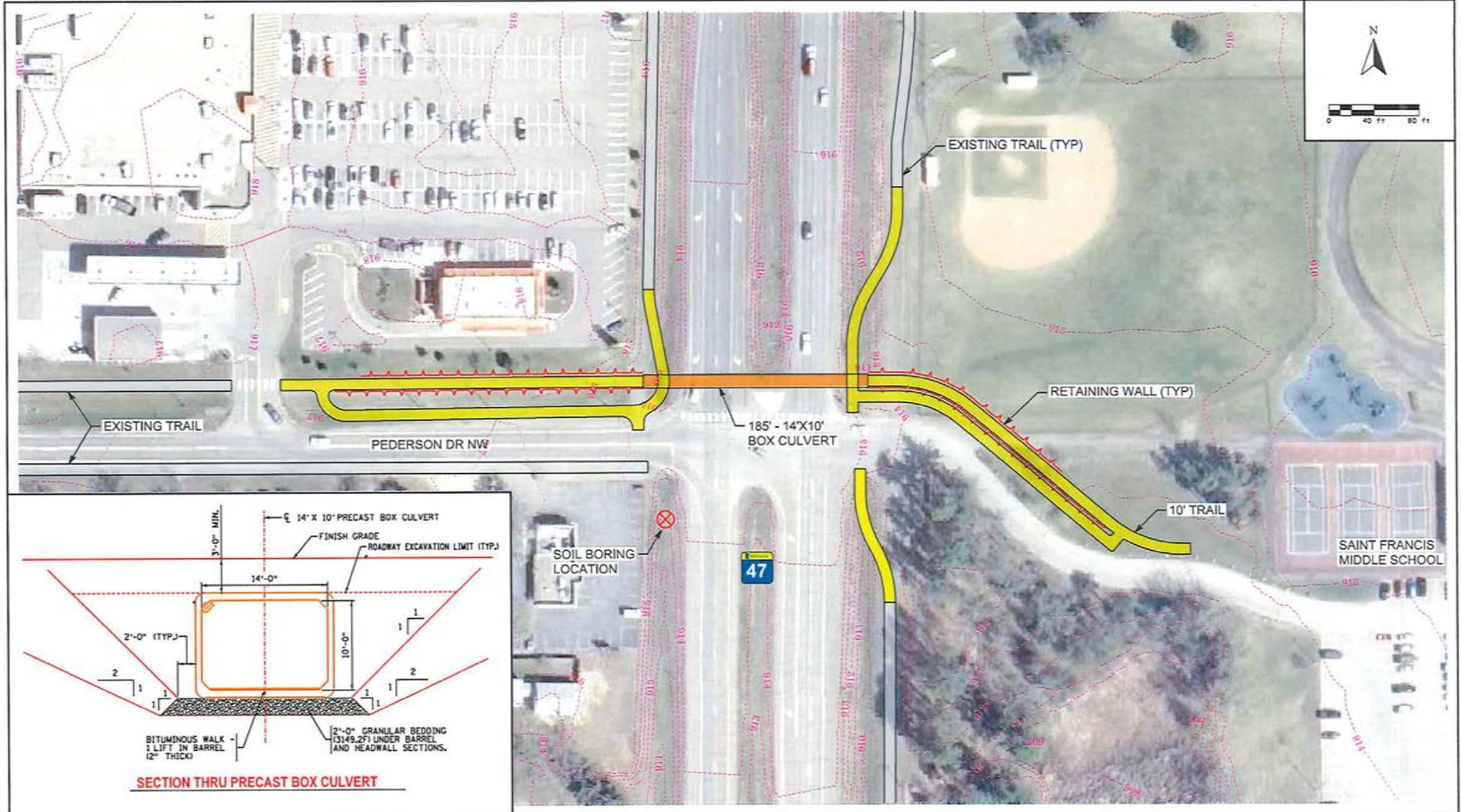
Adopted by the St. Francis City Council this 5<sup>th</sup> day of July, 2016

Attest:

\_\_\_\_\_  
Steve Kane, Mayor

\_\_\_\_\_  
Barbara I Held, City Clerk

Attachment: Feasibility Study Map



TH 47 Pedestrian Grade Separation Study

Option 2 - Box Culvert on North Side

January 25, 2016



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

### MEMORANDUM

**Date:** June 28, 2016  
**To:** Honorable Mayor Kane  
Members of the City Council  
**From:** Jared Voge, P.E.  
City Engineer  
**Subject:** 235th Avenue NW Speed Limit  
St. Francis, Minnesota  
BMI Project No.: R18.111380

---

#### INTRODUCTION:

At the June 20, 2016 City Council meeting, the City Council requested that the speed limit of 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street be reviewed.

#### BACKGROUND

In May 2007, based on a request from residents living along 235<sup>th</sup> Avenue NW, the city requested that a speed study be conducted on 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street. The Minnesota Department of Transportation conducted a speed study and in August of 2009 provided a letter to the city establishing a speed limit of 35 mph on 235<sup>th</sup> Avenue NW.

City staff has evaluated the potential for a reduction in the existing speed limit of 35 miles per hour along 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street. Minnesota State Statute defines requirements associated with urban districts and requires access spacings to be less than 100 feet apart. City staff evaluated the access spacing on 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street. The enclosed Figure summarizes the findings. As can be seen on the enclosed Figure, access spacings between Rum River Boulevard and Ivywood Street and one additional segment between Crocus and Arrowhead Street, approximately 836 feet, exist along 235<sup>th</sup> Avenue NW between Ivywood Street and Arrowhead Street and do not meet the 100 foot minimum spacing requirement. Those segments are noted in red on the attached Figure. Since the segment of 235<sup>th</sup> Avenue NW located between Crocus and Arrowhead Street is bound on each side by roadway segments meeting the urban access spacing guidelines, it is possible to reduce the existing speed limit from 35 mph to 30 mph in accordance with the urban district speed limits established by Minnesota State Statute. Additionally, based on engineering principles, continuity of the driver/vehicle experience, enforceability, and being bound by roadway segments meeting the urban access spacing guidelines on the east and a stop condition on the west, the section of 235<sup>th</sup> Avenue NW between Rum River Boulevard and Ivywood Street may be reduced from 35 mph to 30 mph. In order to do so, the City Council must pass a resolution which indicates that an access spacing analysis has been conducted and further states that based on engineering principles, sign installation guidance, and enforceability, it would be impractical to post that segment of 235<sup>th</sup> Avenue NW between Rum River Boulevard and Ivywood Street and 235<sup>th</sup> Avenue NW beginning at Crocus Street and extending to Arrowhead Street at any speed other than the speed of the segments east and west of those areas.



Memo to Mayor Kane, Members of the City Council  
June 28, 2016  
Page 2

In the event that the City Council pursues changing the existing speed limit, it is recommended that the existing striping on 235th Avenue NW between Rum River Boulevard and Ivywood Street be refreshed and the solid yellow line be extended approximately 400 feet east to Ivywood Street.

**RECOMMENDATION**

City staff recommends that the City Council adopt the enclosed resolution authorizing the reduction in the speed limit on 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street from 35 mph to 30 mph. A copy of the resolution shall be transmitted to the Commissioner of Transportation at least ten days prior to the erection of the signs.

**BUDGET IMPACT**

The cost associated with removing the existing 35 mph speed limit sign panels and replacing them with 30 mph sign panels and refreshing the existing striping on 235<sup>th</sup> Avenue NW and extending it 400 feet is relatively minimal. The cost associated with the sign panel removal, replacement, and striping will be borne by the City's street maintenance budget.

If you have any questions on the above, please call.

JAV/kg

Enclosure



Map Document: \\arcserver1\GIS\STFR\Basemap\ESRI\Map2016\Str\_235thAve\_DrivewaySpacing\_85x11.mxd  
Date Saved: 6/28/2016 4:36:53 PM

**Legend**

- Access Spacing Less Than 100 ft.
- Access Spacing Greater Than 100 ft.
- Parcels

0 200 Feet

Source: City of St. Francis, Anoka County, MnDOT,  
Google - Imagery ©2016, DigitalGlobe, USGS

EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
ST. FRANCIS, MINNESOTA

RESOLUTION 2016-33

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of St. Francis, Minnesota, was duly called and held at the St. Francis School District Office, 4115 Ambassador Boulevard NW in said City on the 5<sup>th</sup> day of July, 2016 at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING SPEED LIMIT ON  
235<sup>TH</sup> AVENUE NW BETWEEN RUM RIVER BOULEVARD  
AND ARROWHEAD STREET NW  
CITY OF ST. FRANCIS, MINNESOTA  
RESOLUTION NO. 2016-33**

WHEREAS, Minnesota State Statute 169.011 Subdivision 90 defines an Urban District

AND WHEREAS, Minnesota State Statute 169.14 Subdivision 2(a)(1) identifies a maximum speed limit of 30 miles per hour in an urban district if adopted by the road authority having jurisdiction over the Urban District,

AND WHEREAS, an access spacing analysis has been completed on 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street,

AND WHEREAS, the access spacing analysis has confirmed that access spacing requirements, less than 100 feet, for an Urban District on 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street NW are met with the exception of a 1200 foot segment between Rum River Boulevard and Ivywood Street and a 836 foot segment between Crocus Street NW and Arrowhead Street NW

AND WHEREAS, posting the roadway segment between Rum River Boulevard and Ivywood Street at 35 miles per hour west of a 30 mile per hour roadway segment is impractical based on engineering principles, sign installation guidelines, and enforceability.

AND WHEREAS, posting an 830 foot roadway segment at 35 miles per hour between 30 mile per hour roadway segments is impractical based on sign installation guidelines and engineering principals.

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

The speed limit of 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead  
Street NW shall be 30 miles per hour as provided for by Minnesota State Statute 169.14  
Subdivision 2(a)(1).

Adopted by the council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
CITY OF ST. FRANCIS  
COUNTY OF ANOKA

I, the undersigned, being the duly qualified and acting Clerk of the City of St. Francis, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same relates to the resolution Establishing Speed Limit on 235<sup>th</sup> Avenue NW between Rum River Boulevard and Arrowhead Street NW in the City.

WITNESS my hand the seal of City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk

(SEAL)

**AGENDA REPORT**  
**July 5, 2016 CITY COUNCIL MEETING**

TO: City Council  
FROM: Kate Thunstrom, Community Development Director  
SUBJECT: Request for Anoka County HRA/EDA Funding

**INTRODUCTION**

The City of St. Francis participates with the Anoka County HRA/EDA. As a participating city, funds are available for qualified HRA/EDA projects and activities.

**BACKGROUND**

As an existing participant of the County HRA, the City of St. Francis extended its opportunities by participation with the County EDA authority in 2007. Funds developed through this participation become available to the city for qualified projects and planning efforts. Per Statute, HRA/EDA funds may be used for the development of a redevelopment project including preparation of a redevelopment plan. The city has utilized funds in the past for site acquisitions, plans and studies. Funds accumulate on an annual basis.

**ALTERNATIVES/OPTIONS**

Redevelopment plans are tools utilized by cities for current and future development planning. If the city intends to complete this tool, the funds are available through the County HRA/EDA to assist in overall costs. HRA/EDA funds can be used for this purpose to complete a redevelopment plan, or be left to continue to increase the overall total available. This request for funding will not deplete the funds available.

**ACTION REQUESTED**

Staff is requesting approval of the attached resolution in support of requesting Anoka County HRA/EDA funds for the completion of the Redevelopment Plan.

**BUDGET IMPLICATION**

Increase planning revenues for the purposes of completing a redevelopment plan

Attachments:

1. Resolution 2016-33

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

**RESOLUTION 2016-34**

**A RESOLUTION REQUESTING FUNDS FROM THE ANOKA COUNTY HRA/EDA  
FOR THE COMPLETION OF A REDEVELOP PLAN**

WHEREAS, the City of St. Francis is an existing participant of Anoka County HRA and EDA; and

WHEREAS, the City of St. Francis is reviewing opportunities for redevelopment of properties; and

WHEREAS, the Anoka County Housing and Redevelopment Authority (“the HRA”) and Anoka County EDA Authority has funds available that may be used for the development of a redevelopment project including preparation of a redevelop plan; and

WHEREAS, the City Council is seeking \$92,800 from the HRA/ EDA in order to complete a redevelopment plan; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby requests \$92,800 from the Anoka County HRA/EDA in order to complete a redevelopment plan.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5<sup>th</sup> DAY OF JULY, 2016.

APPROVED

\_\_\_\_\_  
Steve Kane  
Mayor

Attest:

\_\_\_\_\_  
Barbara I. Held  
City Clerk

Attachments: Work Scope of Services

## AGENDA REPORT

July 5, 2016 CITY COUNCIL MEETING

TO: City Council  
FROM: Kate Thunstrom, Community Development Director  
SUBJECT: Master Planning Agreement and Scope of Services

### **ITEM FOR CONSIDERATION**

I am requesting consideration to continue economic development strategies through organized and efficient planning efforts. The request before you is for the completion of a Master Redevelopment Plan for the Bridge Street and Highway 47 corridors.

### **BACKGROUND**

On May 16<sup>th</sup>, I presented the Economic Development Plan as completed by Northwest Associated Consultants (NAC). As the Economic Development plan provided a strong base of demographic and labor information, it was recommended to continue economic development efforts through the completion of strategic and organized planning.

A Master plan would be completed by pulling together information using market data, existing development, various studies, local and county plans. This document will include stakeholder and community input to create a document that will guide the city now and in the future. A Master plan will also begin setting the floor for required Comprehensive Planning needs due in 2018. This document will support multiple uses including soliciting development and will support the city's needs within the two corridors. This plan will identify information related to corridor parcels, the community gaps and services and existing business. The community involvement includes public meetings and information sessions to work with residents, stakeholders and existing business.

The Agreement and Scope of services attached outlines the responsibilities of the consultant and the City.

### **PROPOSAL**

Complete a Master Plan for BOTH Bridge Street and Hwy 47 Corridors

- 6-8 month effort
- Budget not to exceed \$92,800
- Cost reduction to complete corridors together, rather than individually
- Will utilize existing plans and data to support planning efforts and history
- Sets base for the required Comprehensive Plan

### **ACTION TO BE CONSIDERED**

Approval of the attached Agreement including Attachments A and B, with Hoisington Koegler Group, Inc. for the completion of a Master Redevelopment Plan for the Bridge Street and Hwy 47 Corridors.

### **BUDGET IMPLICATION**

Budget not to exceed \$92,800, requesting Anoka County HRA/EDA funds to support.

Attachments:

1. Agreement
2. Scope of services
3. Fee schedule



April 21, 2016

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

*Subject: An Agreement between The City of St. Francis and Hoisington Koegler Group Inc. for services pertaining to Master Planning and Redevelopment Planning Services*

Dear Ms. Thunstrom;

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the **City of St. Francis** hereinafter referred to as the CLIENT, and **Hoisington Koegler Group Inc.**, hereinafter referred to as the CONSULTANT for **Master Planning and Redevelopment Planning Services**, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

**A. BASIC SERVICES**

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Program.

**B. ADDITIONAL SERVICES**

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.
2. Services or Deliverables not specifically identified in Paragraph A above.

**C. FEES FOR PROFESSIONAL SERVICES**

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed ninety two thousand eight hundred dollars inclusive of expenses as noted in Paragraph A.

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

**D. CLIENT'S RESPONSIBILITY**

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.
2. Arrangements and notification for public meetings and stakeholder meetings.
3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.
4. Participation in team workshops as needed.
5. Presentation of draft materials to stakeholder groups as required.
6. Provide traffic and municipal engineering support to the project as needed.

**E. INSURANCE**

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
  - \$2,000,000 per occurrence
  - \$3,000,000 general aggregate
  - \$300,000 damage to rented premises
  - \$15,000 medical expenses
2. Umbrella Liability
  - \$1,000,000 per occurrence
  - \$1,000,000 general aggregate
  - \$10,000 self-insured retention

3. Worker's Compensation and Employer's Liability

- a. Worker's Compensation per Minnesota Statutes
- b. Employer's Liability
  - \$500,000 per accident;
  - \$500,000 per employee;
  - \$500,000 per disease policy limit.

4. Professional Liability Insurance

- \$2,000,000 per claim
- \$4,000,000 annual aggregate

**F. COMPLETION SCHEDULE**

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed within ten months of the date that the CLIENT issues a notice to proceed. The notice to proceed shall come from an authorized representative of the City.

**G. SUB-CONSULTANTS**

To complete aspects of the PROJECT as described in the Exhibit A, the CONSULTANT will retain the services of Northland Securities. The CONSULTANT shall not add any Sub-Consultants without written consent from the CLIENT.

**H. NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

**I. EQUAL OPPORTUNITY**

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion,

sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

**J. INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold harmless the CLIENT, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of by the CONSULTANT's negligence or the CONSULTANT's performance or failure to perform its obligations under this Agreement. The CONSULTANT's indemnification obligation shall apply to the CONSULTANT's sub consultants(s), or anyone directly or indirectly employed or hired by the CONSULTANT or anyone for whose acts the CONSULTANT may be liable. The CONSULTANT agrees this indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, the CONSULTANT agrees to defend, indemnify and hold the CLIENT harmless against all claims, actions, damages, losses and expenses, caused by the negligent acts, errors or omissions of CONSULTANT in the performance of professional services under this Agreement, but only to the extent that CONSULTANT is responsible for such claims, actions, damages, losses and expenses on a comparative basis of fault between the CONSULTANT and the CLIENT after adjudication in a court of competent jurisdiction. The CONSULTANT shall not be obligated to defend or indemnify the CLIENT for the CLIENT'S own negligence or for the negligence of others.

**K. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS**

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.
2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
5. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

**L. DISPUTES**

The CLIENT and CONSULTANT shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The CLIENT and CONSULTANT agree to act

in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the CLIENT and CONSULTANT, the following procedures shall be used:

1. Whenever there is a failure between the CLIENT and CONSULTANT to resolve a dispute on their own, the CLIENT and CONSULTANT shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. The CLIENT shall strike the first name followed by the CONSULTANT, and shall continue in that order until one name remains.
2. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the CLIENT and CONSULTANT may pursue any legal remedy.

#### **M. INDEPENDENT CONTRACTOR RELATIONSHIP.**

It is expressly understood that the CONSULTANT is an “independent contractor” and not an employee of the CLIENT. The CONSULTANT shall have control over the manner in which the Services are performed under this Agreement. The CONSULTANT shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The CONSULTANT shall not be entitled to any benefits from the CLIENT, including, without limitation, insurance benefits, sick and vacation leave, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

#### **N. GENERAL PROVISIONS**

1. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
2. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Anoka County, Minnesota.
4. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the CONSULTANT in the performance of services under this Agreement shall be the property of the CLIENT.
5. Government Data/Privacy. The CONSULTANT agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The CONSULTANT understands that all

of the data created, collected, received, stored, used, maintained or disseminated by the CONSULTANT in performing those functions that the CLIENT would perform is subject to the requirements of Chapter 13, and the CONSULTANT must comply with those requirements as if it were a government entity. This does not create a duty on the part of the CONSULTANT to provide the public with access to public data if the public data is available from the CLIENT, except as required by the terms of this Agreement.

6. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

**O. REVOCATION**

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

**P. AUTHORIZATION**

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This \_\_\_\_\_ day of \_\_\_\_\_, 2016

CLIENT  
City of St. Francis

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CONSULTANT**  
**Hoisington Koegler Group Inc.**

---

Name:

---

Title

---

Name:

---

Title

# Attachment A – Work Scope

---

## **St. Francis Master Planning and Redevelopment Planning Services**

The following is a scope of services provided by Hoisington Koegler Group Inc. to provide master planning and redevelopment planning services for Downtown St. Francis and the Highway 47 Corridor. The project area generally includes the Bridge Street corridor from The Ponds Golf Course on the east to St. Francis Middle School on the west, and the Highway 47 corridor from the St. Francis Police Department on the south to Ambassador Boulevard NW on the north. The project area includes primarily parcels with frontage on these corridors but also will look at development or redevelopment opportunities that extend a block or two beyond the corridors.

### **Project Objectives**

1. Develop a Vision and set of Guiding Principles to guide future public and private investments.
2. Provide a Master Plan to guide public and private redevelopment investments.
3. Establish “springboard” project ideas for key sites most ready for redevelopment or new development.
4. Identify and define key metrics that can be used to measure progress and value of the master plan and planning process.

### **Public Process**

Public process is critical to the success of any Master Plan. A vision that is not widely supported by the community and key stakeholder groups can create more challenges to implementing positive change than having no vision at all. The public process for the Master Plan will rely greatly on the ability of the community (residents, civic leaders, business community, others) to engage in a meaningful and respectful debate about the future aspirations of the community. Not everyone will always agree on every aspect of change, but common ground must be established in order to move forward. The planning process includes a series of specific stakeholder input sessions and more general community input sessions in conjunction with on-line presentation and survey materials. These communication techniques will be designed to keep the community informed and to encourage community dialogue about the future of the City of St. Francis’s Bridge Street and Highway 47 Corridors.

## **Project Understanding**

The City of St. Francis is in need of a planning process that:

- engages the community;
- educates the community;
- learns from and utilizes past planning efforts;
- establishes a community supported vision;
- helps fulfill requirements for updating the comprehensive plan by 2018; and,
- enables the City to jump start the process for redeveloping key parcels.

## **Master Plan for the City of St. Francis**

The Master Plan for the City of St. Francis will articulate a community vision and set forth a strategy for revitalization of key areas of the City. The Master Plan will include a set of guiding principles that will serve as a measuring stick to assess future development projects. It will include a broad pattern of future land use accompanied by key system plans and public policy directives that fulfill statutory comprehensive planning requirements and more importantly, give elected and appointed officials comfort in knowing that their decisions are based on community supported public policy. Finally, the plan will describe individual “springboard” projects that are intended to be illustrative demonstrations of how the principles of the plan are applied in selected priority locations along the Bridge Street and Highway 47 corridors.

## **Work Scope**

The following work scope outlines a Master Plan process. It is envisioned that this work scope *may* be modified over the course of the project as we build a stronger understanding of the expressed needs and desires of the community. Modifications will be based on a collaborative discussion with the City and made in writing as an amendment to the contract if it materially affects the overall project budget.

### **Task 1 Organize the Effort**

Task one focuses on laying a solid foundation for the planning process. Task one will establish the roles and responsibilities of the stakeholders in the planning process and provide an opportunity to clarify meeting expectations, establish a project calendar, and a communications plan/strategy. Task one will include an orientation meeting with the City Staff and elected and appointed officials to ensure that the process is understood. Task 1 will also focus on collecting community data. To ensure a successful start for the planning process, HKGi will:

- 1.1. Meet with Staff and relevant city consultants to coordinate roles and steps in the planning process. At this time, HKGi will also investigate current and potential immediate projects that will influence the planning process. Staff will identify stakeholders in the project. As part of this meeting, a site tour will be conducted.

- 1.2. Collect, review, and evaluate information related to development/redevelopment in St. Francis with specific attention on the CSAH 24/Bridge Street Corridor and the Highway 47 corridor and the required elements of the Comprehensive Plan.
- 1.3. Refine and update mapping information. HKGi will collect mapping and parcel data from Anoka County and the City of St. Francis and other available sources. This data will include current aerial photography and parcel data for the City of St. Francis. This information will be used to build a base map and database of the community using Geographic Information System (GIS) technology. At a minimum, parcel level data will include:
  - Property valuation/real estate taxes
  - Parcel size
  - Building size
  - Age of structure
  - Right-of-way
  - Current use
  - Property owner
  - Comprehensive Plan designation
  - Zoning classification
  - Public utility information
  - Parking information
- 1.4. Determine and collect additional data needed to update and supplement existing information through field research and survey.
- 1.5. Draft communication strategy/plan/schedule. Communications strategy will include email blasts, web site communications, and strategic updates to established boards/commissions/committees relevant to the project. These communications will be a collaborative effort between the consultants and the City.
- 1.6. Prepare and conduct Task 1 outreach. This will include an overview presentation slide deck prepared to educate stakeholders on the process and to initiate some initial thinking or idea generation from stakeholders. HKGi will provide support to staff for this informational outreach.

Task 1 Deliverables:

- Detailed project schedule with key milestones identified.
- Community inventory mapping data (GIS Geodatabase)
- Text, graphics, and PowerPoint slide deck to facilitate City communications and initial outreach.
- Facilitation of Kick-off/Orientation meetings collaboratively with City Staff.

Task 1 Meetings:

- Kick off meeting and site tour with Staff and consultants.
- HKGi support of St. Francis staff for kick-off meetings with stakeholders.

## **Task 2 Conduct Strategic Assessment and Establish a Vision**

Task 2 is focused on using information collected in task 1 in conjunction with input from the community to assess the health and vitality of the downtown area and to understand the community's wants and desires with respect to future growth and change. The following subtasks are included in task 2:

- 2.1. Assemble a graphic interpretation of opportunities and constraints based on previous planning studies and efforts and other anecdotal information. This task will include a qualitative assessment using site analysis and stakeholder input as well as a quantitative analysis using available GIS and other physical parcel data.
- 2.2. Conduct Staff workshop to review analysis.
- 2.3. Conduct interviews with key stakeholder groups. One-on-one or group interviews enable the planning team to understand issues and challenges as well as big ideas that may help during the course of the planning process. These interviews would be conducted by the consultants with stakeholders identified jointly by the City and consultants. We anticipate up to 14 stakeholder meetings. Some meetings may be facilitated via phone.
- 2.4. Design and conduct Public Open House #1 (VISIONING)—this will be an open house designed to present information about the Master Planning process as well as educational information about redevelopment planning. The primary focus of Open House #1 will be an interactive exercise to engage participants in a dialogue about the future of the community.
- 2.5. Draft a vision statement using text and graphics to articulate the future aspirations for the City of St. Francis. The vision statement will be accompanied by a set of guiding principles offering more focused directions on various aspects of community development.
- 2.6. Conduct Staff workshop to review vision statement and guiding principles.
- 2.7. Present draft vision and guiding principles to the City. HKGi will prepare a PowerPoint slide deck to communicate the results of the analysis and community engagement and a draft vision and guiding principles. HKGi will collaborate with City staff to present materials to relevant elected and appointed officials.

### Task 2 Deliverables:

- Mapping of Community Characteristics, Opportunities and Constraints
- Memorandum summarizing interview findings
- Facilitation and summary of Public Open House #1
- Draft of community vision and guiding principles
- PowerPoint presentation slide deck summarizing task 2

### Task 2 Meetings:

- Stakeholder Interviews (up to 14 total interviews)
- Public Open House #1
- Two staff workshops

- One meeting with elected /appointed officials

### **Task 3 - Explore What is Possible**

With the foundation of understanding gained in the previous tasks, HKGi will begin to develop a series of multi-level concepts for both corridors. Concept development will begin with the “big picture” looking at land use, densities, pedestrian linkages, transportation, parking, circulation and public parks/spaces. This level of conceptual thinking will examine broad scale opportunities and will illustrate variations of St. Francis’s long-term vision for the community, its downtown, the CSAH 24/Bridge Street Corridor, and the Highway 47 Corridor.

The second stage of concept exploration will focus on “private sector” investments including building form, character and context appropriateness. Concepts will identify preferred locations for specific land uses. They will clearly illustrate the way in which redevelopment relates to the existing uses and the possible redevelopment of key properties.

The exploration of the concepts must address feasibility. From a public perspective, feasibility means actions and investments needed to remove the barriers to redevelopment. Private development issues will include market demand and financial sustainability. HKGi will rely on consultation from project team participants (City Staff and City Consultants) to advise the project relative to public finance, redevelopment planning and infrastructure needs. Northland Securities will provide public finance consulting services to the project as part of the HKGi Team.

The public is an important part of the concept evaluation process. The alternative development concepts will be the focus of a Public Open House #2. HKGi will design a public open house format that presents the concepts and facilitates meaningful public guidance.

After input has been received on the concept alternatives, the focus of Task 3 will shift to the identification of a preferred alternative. The HKGi team will refine the set of alternatives into a preferred plan that will become the basis for the master plan. Subtasks for Task 3 include the following:

- 3.1 Create up to three concept alternatives incorporating a variety of “big picture” and “private sector” ideas and alternatives that implement the vision.
- 3.2 Identify public actions and investments needed to implement the concepts.
- 3.3 Identify financial issues for public and private investments related to the plan concepts.
- 3.4 Identify infrastructure opportunities and constraints (traffic, parking, utility, environmental, etc...) associated with the plan concepts.
- 3.5 Conduct Staff workshop to review concepts and analysis. At the end of this workshop we may invite key stakeholder groups to visit and review the concepts and analysis discussion to get a “sneak preview” prior to the open house.
- 3.6 Design and conduct Public Open House #2. This task will include a summary of the vision, a presentation of the concepts and subsequent evaluation through an interactive process involving the general public to actively critique the planning options.
- 3.7 Summarize the results of Public Open House #2.

3.8 Prepare and conduct Developer Roundtable. This will be a meeting with key developers to gauge market support and developer interest in the land use plan alternatives and development concepts demonstrated in the vignettes.

Task 3 Deliverables:

- Concept alternatives.
- Preliminary assessment of public actions/investments, financial issues/challenges and infrastructure implications associated with each concept.
- Summary of Open House #2.
- Facilitation and coordination of developer roundtable.

Task 3 Meetings:

- Staff Workshop
- Public Workshop #2.
- Developer Roundtable

#### **Task 4 - Converge On and Assemble a Preferred Plan**

This task will focus on evaluating the alternatives with the intent of converging on a preferred plan for the community. The preferred plan will be designed to be easily incorporated into a future Comprehensive Plan update. This information will also be developed in a way to clearly communicate and promote near term re-development opportunities. Task 4 will include the following subtasks:

- 4.1 Conduct Staff workshop to establish screening priority and present summary of Public Open House #2.
- 4.2 Conduct technical screening of the concepts incorporating public input and the financial and market constraints associated with each concept.
- 4.3 Develop the preferred plan. This will include a broad land use diagram supported by policy statements and descriptive text/illustrations describing the land use patterns. Vignettes will be prepared for priority springboard projects best suited to jump start a revitalization/redevelopment process for St. Francis.
- 4.4 Conduct elected/appointed officials meeting to present the preferred concept and vignettes and seek feedback for refinements.
- 4.5 Prepare refinements.
- 4.6 Identify and describe the public initiatives required to facilitate implementation of the preferred plan. This will include long and short term implementation initiatives to satisfy requirements of the Comprehensive Plan and more strategic initiatives geared towards implementing redevelopment/revitalization efforts.
- 4.7 Prepare the Master Plan document that includes the identification of key public actions needed to facilitate future redevelopment efforts within the project area in St. Francis. This plan will include the vignettes developed in Task 4.3 and will be assembled in a manner that

can be used as a marketing tool to attract businesses and development interests to the community.

4.8 Conduct staff workshop to review draft plan.

Task 4 Deliverables:

- Screening and evaluation of alternatives.
- Master Plan document draft.

Task 4 Meetings:

- Two Staff Workshops
- One elected/appointed officials meeting

### **Task 5 - Seek Public Review and City Approval**

Having completed a Draft of the Master Plan, HKGi will work with the City Staff to seek community input on the outcome of the planning process and internal approvals by the City of St. Francis. Included in this phase of the work will be the final Public Open House #3.

- 5.1 Prepare PowerPoint slide deck to present a summary of the Master Plan and prepare for Public Open House #3.
- 5.2 Conduct Public Open House #3 to allow the general public the opportunity to examine the outcome of the effort and to provide comments.
- 5.3 Conduct workshop to present the final plan to the City Council, EDA and Planning Commission.
- 5.4 Prepare necessary revisions. Final plan revisions will be completed to reflect the actions of the Planning Commission and City Council/EDA.
- 5.5 Produce the final report. A final report will be generated incorporating work from all previous tasks and will result in the final Master Plan and Comprehensive Plan update.

Task5 Deliverables:

- Written summary of Public Open House #3.
- 1 hard copy and one CD ROM of the final reports.
- All report text and graphics will be delivered in a web ready format throughout the project.

Task 5 Meetings:

- One meeting with City Council/EDA and Planning Commission.
- Public Open House #3.

## **Timeline/Schedule**

The project duration will be 8 to 10 months from notice to proceed. A detailed project schedule will be developed at the onset of the project and maintained over the course of project duration.

## **Project Budget**

The project budget for the above reference scope of services is based on a not to exceed fee of \$92,800. This budget includes estimated expenses to cover mileage, photo copies, plotting, and 10 final bound copies of the redevelopment plan.

**ATTACHMENT B**

**HOISINGTON KOEGLER GROUP INC.**

**2016 HOURLY RATES**

Principal .....	\$170-225/hr
Associate .....	\$115-165/hr
Senior Professional .....	\$90-165/hr
Professional II .....	\$80-105/hr
Professional I .....	\$50-85/hr
Technical .....	\$40-65/hr
Secretarial .....	\$60/hr
Litigation Services .....	\$200/hr
Testimony .....	\$285/hr

Incidental Expenses:

Mileage .....	current federal rate/mile
Photocopying BW .....	15¢/page
Photocopying Color .....	\$1.00/page
Outside Printing .....	Actual Cost
Large Format Scanning.....	Actual Cost
B/W Bond Plots .....	\$5.00 each
Color Bond Plots.....	\$20.00 each
Photo Paper Color Plots.....	\$40.00 each

# MEMO

To: Mayor & Council

From: City Administrator

Date: 7/5/16

RE: Police Chief Position

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Chief Rehling is on a temporary leave of absence. Staff is recommending the Appointment of Todd Schwieger to Acting Police Chief at Pay Grade 19 Step 4.