



**CITY OF ST. ANTHONY VILLAGE
CITY COUNCIL MEETING AGENDA
APRIL 13, 2021
7:00 p.m.**

HRA meeting immediately
after council meeting

The meeting can be viewed live via cable channel 16 in the North Suburbs or the web broadcast at <https://webstreaming.ctv15.org/regionview.php?regionid=64>. Due to health concerns and limited seating, we encourage use of virtual option by using this link: <https://www.savmn.com/Calendar.aspx?EID=1199>

There is also a dial-in option available. Members of the public who wish to attend the meeting may do so in person.

For those not in attendance, If you wish to submit a comment or question, electronically submit your comments at <http://www.savmn.com/FormCenter/Public-Comments-for-City-Meetings-conduc-20/Public-Comments-for-City-Council-Meeting-91> no later than 5:30 pm on the day of the City Council meeting.

Following guidance from state health officials, some City Council Members may choose to participate in upcoming meetings electronically pursuant to MN Stat. §13D.021.

Call to Order.

Pledge of Allegiance.

Roll Call.

Consideration, discussion, and possible action on all of the following items:

I. Approval of the April 13, 2021, City Council Meeting Agenda. (action requested.)

II. Proclamations and Recognitions.

III. Consent Agenda.

These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which the item will be removed from the Consent Agenda and placed elsewhere on the agenda.

- A. Approval of March 23, 2021, City Council meeting minutes. (pp.1-11)
- B. Licenses and Permits. (pp.13)
- C. Claims. (pp.15-17)
- D. Resolution 21-035 a resolution to approve a request to keep six female chickens in an R-1 zoning district at 3401 Croft Drive. (pp.19-23)
- E. Resolution 21-036 a resolution accepting donations and grants received in the 1st quarter of 2021. (pp.25)
- F. Resolution 21-037 a resolution approving Municipal Fiber Ownership, Use, and Access agreement with Arvig Enterprises Inc. (pp.27-39)
- G. Arbor Day Proclamation. (pp.41)
- H. Earth Day Proclamation. (pp.43)

IV. Public Hearing.

- A. Resolution 21-038 a resolution approving the liquor license for Steele and Hops. Charlie Yunker, City Manager presenting. (pp.45-49)

If you would like to request special accommodations or alternative formats, please contact the City Clerk at 612-782-3313 or email city@savmn.com. People who are deaf or hard of hearing can contact us by using 711 Relay.

Our Mission is to be a progressive and welcoming Village that is walkable, sustainable and safe.

V. Reports from Commission and Staff

- A. Resolution 21-039 a resolution approving a request for a Final Plan stage PUD, for the Saint Anthony Village Senior Housing project by Development 65, a multi-family residential project of up to 135 dwelling units at 2501 Lowry Avenue NE. Bob Kirmis, Northwest Associated Consultants, Inc. presenting. (pp.51-77)
- B. Ordinance 2021-01 an ordinance amending Title XV of the St. Anthony city code, known as the zoning ordinance, by establishing the Development 65 PUD district and rezoning the following parcel to said district. Bob Kirmis, Northwest Associated Consultants, Inc. presenting. (pp.79-81)

VI. General Business of Council.

- A. Resolution 21-040 a resolution approving the special event permit for a car wash hosted by St. Anthony Girls Golf in the community center parking lot April 24, 2021, 10 am to 2 pm. Charlie Yunker, City Manager presenting. (pp.83-89)
- B. St. Anthony Fire Department Annual Report. (no action requested) Mark Sitarz, Fire Chief presenting. (pp.91-99)
- C. Resolution 21-041 a resolution approving the agreement with Ramsey County for election services 2021-2026. Charlie Yunker, City Manager presenting. (pp.101-112)
- D. 1st Quarter Goals Update. Charlie Yunker, City Manager presenting. (no action requested) (pp.113-116)

VII. Reports from City Manager and Council members.

VIII. Community Forum

Individuals may address the City Council about any City business item not included on the regular agenda. Speakers are requested to come to the podium, sign their name and address on the form at the podium, state their name and address for the Clerk's record, and limit their remarks to five minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct the matter to be scheduled on an upcoming agenda.

IX. Information and Announcements

X. Adjournment

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**CITY OF ST. ANTHONY
CITY COUNCIL REGULAR MEETING MINUTES
MARCH 23, 2021**

CALL TO ORDER.

Mayor Stille called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE.

Mayor Stille invited the Council and audience to join him in the Pledge of Allegiance.

ROLL CALL.

Present: Mayor Stille, Councilmembers Jenson, Randle, Walker and Webster.

Absent: None

Also Present: City Manager Charlie Yunker, Ehlers & Associates Stacie Kvivilvang, City Engineer Justin Messner, and Police Chief Jon Mangseth.

CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION ON ALL OF THE FOLLOWING ITEMS.

I. APPROVAL OF MARCH 23, 2021 CITY COUNCIL MEETING AGENDA.

Motion by Councilmember Webster, seconded by Councilmember Jenson, to approve the City Council Meeting Agenda of March 23, 2021 as presented.

Motion carried 5-0.

II. PROCLAMATIONS AND RECOGNITIONS – NONE.

III. CONSENT AGENDA:

- A. Approve March 9, 2021, Council meeting minutes.
- B. Licenses and permits.
- C. Claims.

Motion by Councilmember Randle, seconded by Councilmember Walker, to approve the Consent Agenda items.

Motion carried 5-0.

IV. PUBLIC HEARING.

A. Resolution 21-025; a Resolution adopting a modification to the development program for redevelopment project area No. 3; and establishing the Lowry Grove TIF District therein and adopting a Tax Increment Financing Plan therefore.

Mayor Stille opened the public hearing at 7:05 p.m.

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1 Ms. Stacie Kvivilang, Ehlers & Associates, reviewed the City is considering establishing the
2 Lowry Grove Tax Increment Financing District to facilitate the redevelopment of the former
3 Lowry Grove Mobile Home Park and Bremer Bank site. The last TIF District Silver Lake
4 Village was done in 2003. The District consists of 2 parcels of land as noted and adjacent and
5 internal rights-of-way and is approximately 17 acres in size. A map was provided for Council
6 review. These two parcels are combined into one TIF District.
7

8 Parcel number Address Owner
9 07-029-23-23-0001 2501 Lowry Ave NE The Village LLC
10 07-029-23-23-0002 2401 Lowry Ave NE Bremer Bank NA

12 The City has had several projects come forward over the past several years to develop the area
13 with varying forms of rental housing. All projects have requested tax increment financing in
14 order to undertake the projects. Over the last year, the City has given preliminary approval for
15 assistance to two projects in the proposed District, of which only one is moving forward at this
16 time. Based upon the historical interest in redeveloping this area, it was determined to place both
17 parcels into one larger district in order to be flexible to accommodate any future TIF requests the
18 City and HRA may deem to be warranted.
19

20 The duration of this redevelopment TIF district will be 25 years from the date of receipt of the
21 first increment, which is anticipated in 2023. It is estimated that the District, would terminate at
22 the earlier of satisfaction of payment of any pay-as-you-go TIF Notes within the District or on
23 December 31, 2048. We anticipate that the District will be decertified earlier than 2048 since
24 currently the only obligation proposed for the District should be repaid in 9 years.
25

26 Ms. Kvivilang reviewed the TIF District Criteria and the TIF District Budget. The Project and
27 Interest Costs Total is \$56,528,057. This is the maximum budget and cannot be increased
28 without another Public Hearing being held. The City is approving an interfund loan (IFL) of
29 \$25,000 to cover any future administrative costs associated with the District that are not covered
30 by the Developer until such time there is adequate administrative TIF (10%) generated. Any
31 funds advanced under the IFL will carry an interest rate of 4%, which is the statutory maximum
32 rate. When a TIF District is created it cannot have a negative balance.
33

34 Councilmember Randle stated he does not understand why this is being done again. Ms.
35 Kvivilang stated there is no TIF District created for these parcels.
36

37 Mayor Stille stated this provides flexibility if Council wishes to proceed with a project in the
38 future.
39

40 Councilmember Webster asked if 20% of the units being affordable when the TIF District (Silver
41 Lake Village) was created. Ms. Kvivilang stated it was not part of the TIF and was self-imposed
42 by the developers.
43

44 Councilmember Jenson stated previously we had agreed to provide TIF Assistance for the
45 Bremer Bank site. Ms. Kvivilang stated the Bremer Bank site is part of the TIF District. Ms.
46 Kvivilang stated at that time discussions were held about a TIF District for the Bremer Bank site.

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1 Mayor Stille stated AEON was looking at tax credits and a resolution was passed for TIF but the
2 project did not proceed.

3
4 Councilmember Jenson asked about Development 65's other units that would be built. There are
5 already a number of mobile homes that are moving in. Ms. Kvivilang stated the budgets were
6 included to maximize the budget. There is not an active proposal for either site.
7

8 Councilmember Jenson asked if Hoyt is still the owner of the mobile home park and he continues
9 to add mobile homes there. Ms. Kvivilang stated Hoyt is free to do with his property as he
10 wishes and the owner does not need to agree when a TIF district is created.
11

12 Councilmember Webster asked about the Silver Lake TIF District and when it became a TIF
13 District, did Cub continue to pay the same property taxes. Ms. Kvivilang stated Cub was not part
14 of the Silver Lake TIF District.
15

16 Ms. Kvivilang stated there is no increase in value in a TIF district until there is an increase or re-
17 development of a site. The base value is frozen and that value will be there throughout the term
18 of the TIF District.
19

20 Mayor Stille stated this is not an indication to a land owner that anything will be approved. This
21 provides Council with flexibility.
22

23 Councilmember Jenson asked when setting up this TIF on the entire parcel, are we dangling a
24 carrot in front of a developer. Ms. Kvivilang stated it is absolutely not.
25

26 Councilmember Webster asked about the TIF being paid off in nine years and there was no
27 interest the TIF District can be closed. After the TIF is closed, it must be decertified.
28

29 Councilmember Jenson asked if the entire parcel is approved does the Hoyt property increase or
30 is it fixed for nine years. Ms. Kvivilang stated it does not affect the property value. If appreciation
31 occurs the tax would increase. If a development stays as it is today, it does not qualify for TIF.
32

33 Councilmember Randle asked if the mobile home park is owner occupied and Ms. Kvivilang
34 stated some are owned and some are rented.
35

36 Councilmember Webster stated when Ms. Kvivilang reviewed the Development 65, she was
37 impressed how Ms. Kvivilang was able to capture the costs of the infrastructure.
38

39 Mayor Stille closed the public hearing at 7:30 p.m.
40

41 Councilmember Jenson stated he was very apprehensive coming into the meeting and the
42 discussion cleared up his concerns.
43

44 Mayor Stille stated this is not a commitment to occur debt and not a commitment to give funds to
45 a developer.
46

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1 Motion by Councilmember Walker, seconded by Councilmember Randle, to adopt Resolution
2 21-025; a Resolution adopting a modification to the development program for redevelopment
3 project area No. 3 and establishing the Lowry Grove TIF District therein and adopting a Tax
4 Increment Financing Plan therefor.

5 **Motion carried 5-0.**

6 B. Resolution 21-026; a Resolution authorizing an interfund loan for advance of certain
7 costs in connection with the Lowry Grove TIF District.

8 Mayor Stille opened the public hearing at 7:33 p.m.
9

10 Ms. Stacie Kvivilang, Ehlers & Associates, reviewed Council is requested to consider adoption of
11 Resolution #21-026 Authorizing an interfund loan for advance of certain costs in connection
12 with the Lowry Grove TIF District.

13 Mayor Stille closed the public hearing at 7:34 p.m.
14

15 Motion by Councilmember Webster, seconded by Councilmember Jenson, to adopt Resolution
16 21-026; a Resolution authorizing an interfund loan for advance of certain costs in connection
17 with the Lowry Grove TIF District.

18 **Motion carried 5-0.**

19 **V. REPORTS FROM COMMISSION AND STAFF – NONE.**

20 **VI. GENERAL BUSINESS OF COUNCIL.**

21 A. Resolution 21-027; a Resolution authorizing the execution of a Redevelopment
22 Agreement.

23 Ms. Stacie Kvivilang, Ehlers & Associates, reviewed in June and September of 2020, the City
24 Council reviewed and discussed a request for public financial assistance from Development 65 in
25 connection to the Hayden Grove Senior Living project at a work session. The terms of the TIF
26 Agreement are as follows:

27 General

28 a. Redevelopment Agreement is between the City, HRA and SA Senior Living LLC for the
29 Development 65 Project.

30 b. Developer has deposited \$10,000 escrow with the City to pay for all legal and financial
31 consultant work in conjunction with sizing of the TIF note and preparation of the TIF
32 agreement. If \$10,000 is not adequate, the developer is required to deposit additional
33 funds until all costs are paid in full.

34 Development and Timing of Construction

35 a. Construction of an approximately 135-unit senior care facility with independent living,
36 assisted living and memory care units.

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1 b. Must commence construction by July 31, 2021 and be completed by July 31, 2023.

2

3 Declaration of Restrictive Covenants

4 a. The Developer will record a Declaration of Restrictive Covenants that will be in place for
5 15 years from date of Certificate of Occupancy that states:
6 (1) 7 units (5%) will be affordable to persons at or below 50% AMI and the units will be
7 mixed within studio or 1-bedroom independent living or assisted living;
8 (2) Rental rates are based upon the rents (inclusive of utilities) set by HUD on an annual
9 basis;
10 (3) Developer will annually report meeting the affordability requirement to the City;
11 (4) Developer has to reimburse the City annually for its costs related to review of
12 compliance with the affordability restrictions; and
13 (5) TIF payments can be withheld in any given year if the Developer is not in compliance
14 with the affordability requirements.

15 b. Developer can't transfer ownership of property without the Written consent of the City or
16 HRA, which will not be reasonable withheld.

17 Minimum Assessment Agreement (MAA)

18 a. Developer is required to file a MAA with the County which will be in place through the
19 term of the TIF Note as follows:
20 (1) Value as of January 2, 2022 shall not be less than \$10,800,000.
21 (2) Value as of January 2, 2023 shall not be less than \$21,600,000.

22 Tax Increment

23 a. The City is creating the Lowry Grove TIF District on March 23, 2021.
24 b. The Developer will receive a pay-as-you-go note in the amount of \$2,350,000 after
25 providing proof of expenditures for qualified costs.

26 (1) Qualified costs are as follows:

Demolition	\$63,610
Site Utilities	\$2,155,193
Roads & Walks (City Extension)	\$61,709
Soil correction	<u>\$137,740</u>
TOTAL	\$2,418,252

27 (2) Term of the TIF Note will be for 9 years

28 (3) Interest will be paid at the lesser of 4% or their actual financing rate.

29 (4) Developer will receive 90% of the tax increment generated from their
30 project.

31 c. The Note will not be issued if there is an event of default and will only be issued after
32 receipt of a certificate of occupancy and the Declaration of Restrictive Covenants has
33 been recorded.

34 d. The developer has to inform the City/HRA if they petition for a reduction in their tax
35 value. If this occurs, the City/HRA will only pay out at the MAA amount until the
36 petition is stipulated or dismissed.

37 Ms. Kvivilvang reviewed the Agreement in detail.

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1
2 Mayor Stille stated many times in his work, he sees terms of 25 years. Ms. Kvivilang stated they
3 see a majority of agreements 15 years and under. Mayor Stille stated this would generate
4 \$338,000 of increment a year for 9 years.

5
6 Councilmember Webster thanked Ms. Kvivilang for walking Council through this process.
7 Councilmember Webster asked Mr. Yunker for the process on doing the checking of
8 affordability reports. Ms. Kvivilang stated staff receives the report and the report is forwarded to
9 Ms. Kvivilang for review.

10
11 Councilmember Randle thanked Ms. Kvivilang for her explanation of the process.
12

13 Motion by Councilmember Jenson, seconded by Councilmember Walker, to adopt Resolution
14 21-027; a Resolution authorizing the execution of a Redevelopment Agreement.

15
16 **Motion carried 5-0.**
17

18 B. Resolution 21-028; a Resolution Providing for the sale of \$3,100,000 General Obligation
19 Bonds, Series 2021A.

20
21 Ms. Stacie Kvivilang, Ehlers & Associates, reviewed the pre-sale report for City of St. Anthony,
22 Minnesota \$3,100,000 General Obligation Bonds, Series 2021A. There is a new money portion
23 and a refunding portion. The new money portion is \$2,615,000 for 2021 Road Reconstruction
24 Project and Mill and Overlay Projects. \$543,000 will be done through special assessments to the
25 affected residents. The 20% threshold is being met so no referendum is needed. Banks can bid on
26 these bonds. The City has a AA rating currently and this rating should be upheld.

27
28 Councilmember Jenson asked about the assessments and the number of years to be paying back
29 the assessments. Ms. Kvivilang stated the number of years is determined by ordinance.
30

31 Councilmember Webster asked if Moody's changed how they are determining credit ratings. Ms.
32 Kvivilang stated Standard and Poors determines the rating. There has not been a change in a
33 number of years. The size of the City limits the rating. Some of the development projects could
34 raise the credit score.

35
36 Motion by Councilmember Webster, seconded by Councilmember Randle, to adopt Resolution
37 21-028; a Resolution Providing for the sale of \$3,100,000 General Obligation Bonds, Series
38 2021A.

39
40 **Motion carried 5-0.**
41

42 C. Resolution 21-029; a Resolution calling for a hearing for the 2021 Street and Utility
43 Improvement project.

44
45 City Engineer Justin Messner provided a power point reviewing the 2021 Street and Utility
46 Improvement Project. The resolution sets a public hearing to be held on April 27, 2021, at 7:00

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1 p.m. On February 3, 2021, bids for the 2021 Street and Utility Improvement Project and 29th
2 Avenue NE and St. Anthony Boulevard Mill and Overlay were opened.

3
4 Mr. Messner stated the proposed street & utility improvement project locations are Skycroft
5 Drive (32nd Avenue to 33rd Avenue) and Croft Drive (32nd Avenue to 33rd Avenue. The proposed
6 mill and overlay improvement project locations are 31st Avenue (Rankin Road to Old Hwy 8),
7 Croft Drive (Rankin Road to 31st Avenue), 29th Avenue (Stinson Boulevard to Silver Lake Road)
8 and St. Anthony Boulevard (Stinson Boulevard to Kenzie Terrace).

9
10 The proposed sanitary sewer capacity improvement location is at the Foss Road Lift Station.

11
12 Eleven bids were received on February 3, 2021 ranging from \$1,896,823.85 - \$2,443,550.46.
13 The Engineer's Estimate of the project was \$2,101,855.00. The low bid was \$1,896,823.85
14 submitted by Northwest Asphalt.

15
16 Mr. Messner provided the project costs and funding breakdown. The assessed parcels for the
17 street reconstruction were identified, as well as the assessed parcels for the mill and overlay. The
18 project schedule was reviewed. More information can be viewed on the City's website regarding
19 project updates and additional information.

20
21 Councilmember Randle asked about the mill and overlay streets and have they already had their
22 reconstruction. Mr. Messner stated that is correct. Mill and Overlay projects are done
23 approximately 20 years after a street is reconstructed.

24
25 Mayor Stille asked where the City is at as far as street reconstruction and Mr. Messner stated it is
26 approximately at 80% completed with interior residential streets.

27
28 Motion by Councilmember Webster, seconded by Councilmember Jenson, to adopt Resolution
29 21-029; a Resolution calling for a hearing for the 2021 Street and Utility Improvement project.

30
31 **Motion carried 5-0.**

32
33 D. Resolution 21-030; a Resolution declaring the cost to be assessed and ordering
34 preparation for the 2021 Street and Utility Improvement project.

35
36 City Engineer Justin Messner reviewed this resolution declares the amount to be assessed to be
37 approximately \$543,800.

38
39 Motion by Councilmember Jenson, seconded by Councilmember Randle, to adopt Resolution
40 21-030; a Resolution declaring the cost to be assessed and ordering preparation for the 2021
41 Street and Utility Improvement project.

42
43 **Motion carried 5-0.**

44
45 E. Resolution 21-031; a Resolution calling a hearing on the proposed assessments for the
46 2021 Street and Utility Improvement project.

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1
2 City Engineer Justin Messner reviewed this resolution sets an assessment hearing to be held on
3 April 27, 2021 at 7:00 p.m.

4
5 Motion by Councilmember Randle, seconded by Councilmember Jenson, to adopt Resolution
6 21-031; a Resolution calling for a hearing on the proposed assessments for the 2021 Street and
7 Utility Improvement project.

8
9 **Motion carried 5-0.**

10
11 F. Resolution 21-032; a Resolution renewing the Master Partnership Contract with the
12 Minnesota Department of Transportation.

13
14 City Engineer Justin Messner provided a copy of a proposed master partnership contract between
15 the Minnesota Department of Transportation (Mn/DOT) and St. Anthony. The Master
16 Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services
17 and payment to each other. A few Mn/DOT provided routine services are included in the contract
18 – but all other services require work orders describing costs and scope.

19
20 Motion by Councilmember Walker, seconded by Councilmember Webster, to adopt Resolution
21 21-032; a Resolution renewing the Master Partnership Contract with the Minnesota Department
22 of Transportation.

23
24 **Motion carried 5-0.**

25
26 G. St. Anthony Police Department Annual Report.

27
28 Police Chief Jon Mangseth provided the 2020 St. Anthony Police Department Annual Report
29 including Department Summary, Part I and II Crimes, Calls for Service, Patrol Review,
30 Investigation Review, Training, Police Reserves, Social Media, Community Engagement, Body
31 Worn Camera Program, Progress Report and What's on Deck. Chief Mangseth also mentioned
32 the challenges in 2020. Updates are available via the St. Anthony website.

33
34 Councilmember Randle asked about the 7 reserve officers with allotment for 14 and can this be
35 increased. Chief Mangseth stated interviews are held for 3-7 candidates per year and 3 were
36 added in 2020 and 3 were lost.

37
38 Councilmember Randle had breakfast with a friend that lives in Minneapolis. His friend talked to
39 him about the zone and the amount of crime that is going on there. Councilmember Randle stated
40 he appreciates the St. Anthony Police Department and all they do as there needs to be law and
41 order. The Police Department will always have his support.

42
43 Councilmember Webster thanked Chief Mangseth for providing the overview, noting that last
44 March, during the stay-at-home order, the Police and Fire Departments were deemed essential
45 workers. She thanked Chief Mangseth and the Department for their work during that time, and

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1 engagement with the community that continued between the Police Department and the
2 residents.

3
4 Chief Mangseth stated he appreciates the comments and he will relay all to his Department.

5
6 Councilmember Walker thanked Chief Mangseth for the report. He appreciates the weekly feeds
7 on Facebook noting crime that has occurred. He appreciated being in a video talking about
8 crimes. Councilmember Walker asked about the 4 officers contracted to Lauderdale. Chief
9 Mangseth stated the contracts includes 4 full time equivalents.

10
11 Councilmember Walker asked why in 2019 there were so many calls. Chief Mangseth stated
12 there were more calls for service that generated a case number. The increase in calls it was noted
13 there was a deduction in traffic enforcement and other calls for service then the community
14 drifted back to sense of normalcy. Some increases were due to weather for snow parking
15 violations and moving back to a more-steady medical and calls. Councilmember Walker asked
16 about the training – Crisis, Conflict and Community Diversity. Chief Mangseth stated due to
17 pandemic they were forced to use the LOMC online training format.

18
19 Councilmember Jenson stated he appreciates how well the Strategic Plan was put together for the
20 Police Department.

21
22 Mayor Stille stated it was a fabulous report. He suggested residents watch the message from the
23 Chief on Facebook, noting the Big Hearts of the Department members show. Mayor Stille stated
24 the Department has the Council's full support.

25
26 H. Resolution 21-033; a Resolution approving a 2021 appointment to the Planning
27 Commission.

28
29 City Manager Yunker stated a vacancy on the Planning Commission opened when
30 Commissioner Dan Payne resigned effective January 1, 2021. At its work session on February 9,
31 2021 the City Council chose to return the previous top remaining candidates from the recent
32 application group to fill the vacancy. At its subsequent work session on March 9, 2021 the
33 Council interviewed those two candidates and agreed by consensus on appointing Chelsey
34 Hendrickson for a term ending on December 31, 2023.

35
36 Motion by Councilmember Webster, seconded by Councilmember Walker, to adopt Resolution
37 21-033; a Resolution approving Chelsey Hendrickson's appointment to the Planning
38 Commission.

39
40 **Motion carried 5-0.**

41
42 I. Resolution 21-034; a Resolution supporting the Wyland Foundation's Mayors Challenge
43 for Water Conservation.

44
45 Mr. Yunker described the Mayor's Challenge for Water Conservation. The Wyland Mayor's
46 Challenge is an annual month-long campaign, from April 1-30, to promote drought resiliency

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1 and protect water quality. This is a friendly competition to see which City is the most “water
2 wise” in the nation, where residents make a pledge to change behaviors in their water
3 consumption at home and reduce human impact on lakes, rivers, streams, and other water
4 systems.

5
6 All residents are invited to join in the efforts to reduce St. Anthony’s water consumption and
7 preserve water resources. Students and teachers can join the effort by participating using the
8 educational resources available on the website. WWW.mywaterpledge.com and click on “Take
9 the Pledge” to sign-up. When searching for the City, enter it as “Saint Anthony, Minnesota” and
10 follow the instructions.

11
12 Motion by Councilmember Walker, seconded by Councilmember Randle, to adopt Resolution
13 21-034; a Resolution in support of the Mayor’s Challenge for Water Conservation.

14
15 **Motion carried 5-0.**
16

17 **VII. REPORTS FROM CITY MANAGER AND COUNCIL MEMBERS.**

18
19 City Manager Yunker had no report.

20
21 Councilmember Webster had no report.

22
23 Councilmember Walker had no report.

24
25 Councilmember Jenson stated last week he attended two meetings with the Ramsey County
26 League of Governments.

27
28 Councilmember Randle stated on Sunday, March 14, he attended the Zoom Sister Cities
29 Meeting. He will be meeting with the Booster and will report on that meeting at the next Council
30 Meeting.

31
32 Mayor Stille attended the Regional Council of Mayors Meeting on March 15.

33
34 **VIII. COMMUNITY FORUM.**

35
36 Mayor Stille invited residents to come forward at this time and address the Council on items that
37 are not on the regular agenda.

38
39 Hearing none, Mayor Stille moved forward with the agenda.

40
41 **IX. INFORMATION AND ANNOUNCEMENTS.**

42
43 It was noted that May 1, 2021 is City-wide Clean Up Day.

44
45 **X. ADJOURNMENT.**
46

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1 Mayor Stille adjourned the meeting at 9:02 p.m.

2

3 Respectfully submitted,

4 Debbie Wolfe

5 *TimeSaver Off Site Secretarial, Inc.*

6

7

Mayor

8

ATTEST: _____

9

City Clerk

10

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Saint Anthony Village

13

DATE: April 13, 2021 Approved:
TO: Mayor and Councilmembers
FROM: License Clerk
ITEM: License and Permits for Approval:

General Contractors Licenses:

Bartlett Tree Experts, Minnetonka, MN
Garden City, Cottage Grove, MN
Northland Fence, Fridley, MN
Sun Control of MN, Roseville, MN

Cigarette and Tobacco Sales License:

Applicant: Christie & Morris Market
Location: 3259 Stinson Blvd NE

Commercial Rental License:

Applicant: St Anthony Leased Housing Associates
Location: 2500 38th Ave NE

Service Station License:

Applicant: Christie & Morris Market
Location: 3259 Stinson Blvd NE

Wine and Strong Beer License:

National Grill at Gross Golf Course

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City of St Anthony Village

CITY OF ST ANTHONY CHECK REGISTER
Check Issue Dates: 4/14/2021 - 4/14/2021Page: 1
Apr 08, 2021 03:08PM

Vendor Number	Payee	Check Number	Check Issue Date	Amount
1118	56 BREWING	43670	04/14/2021	914.00
12729	ACCLAIM SERVICES INC	43671	04/14/2021	322.50
1122	AM CRAFTS SPIRITS	43672	04/14/2021	132.00
1100	ARTISIAN BEER COMPANY	43673	04/14/2021	13,624.96
12180	ARVIG CONSTRUCTION	43674	04/14/2021	352.50
10115	ASPEN MILLS	43675	04/14/2021	226.15
10116	ASPEN WASTE SYSTEMS INC	43676	04/14/2021	188.02
2030	BALD MAN BREWING	43677	04/14/2021	211.80
10152	BAYCOM INC	43678	04/14/2021	4,706.00
1013	BELLBOY CORPORATION	43679	04/14/2021	7,316.05
1014	BELLBOY CORPORATION	43680	04/14/2021	276.10
11883	BIG RIVER GROUP LLC	43681	04/14/2021	1,000.00
2009	BLACK STACK BREWING	43682	04/14/2021	776.00
10175	BLAINE LOCK & SAFE INC.	43683	04/14/2021	170.00
1029	BOOM ISLAND BREWING COMPANY LLC	43684	04/14/2021	209.00
8544	BOURGET IMPORTS	43685	04/14/2021	293.25
1018	BREAKTHRU BEVERAGE MN BEER	43686	04/14/2021	40,127.56
1011	BREAKTHRU BEVERAGE MN WINE & SPIRITS	43687	04/14/2021	6,925.97
1009	BREAKTHRU BEVERAGE MN WINE & SPIRITS	43688	04/14/2021	6,558.10
10218	BUREAU OF CRIM APPREHENSION	43689	04/14/2021	690.00
1017	CAPITOL BEVERAGE SALES	43690	04/14/2021	44,862.62
12596	CINTAS	43691	04/14/2021	1,630.52
12150	CITY OF NEW BRIGHTON	43692	04/14/2021	8,376.26
10293	CITY OF ROSEVILLE	43693	04/14/2021	15,501.81
1010	CLEAR RIVER BEVERAGE COMPANY	43694	04/14/2021	3,876.83
1042	CRYSTAL SPRINGS ICE	43695	04/14/2021	418.50
10375	DALCO	43696	04/14/2021	70.96
10402	DEPARTMENT OF LABOR & INDUSTRY	43697	04/14/2021	2,284.33
11796	DO GOOD BIZ INC	43698	04/14/2021	801.24
1063	DOMACE VINO	43699	04/14/2021	158.50
10468	ELECTRO WATCHMAN INC	43700	04/14/2021	245.69
10473	EMERGENCY APPARATUS	43701	04/14/2021	1,247.69
2036	FALLING KNIFE BREWING CO	43702	04/14/2021	1,280.00
10501	FASTENAL COMPANY	43703	04/14/2021	13.92
10508	FERGUSON WATERWORKS	43704	04/14/2021	36.79
10526	FLEETPRIDE	43705	04/14/2021	77.67
2039	FORGOTTEN STAR BREWERY	43706	04/14/2021	378.00
12701	FORTERRA PIPE & PRECAST	43707	04/14/2021	769.00
10539	FRATTALLONE'S HARDWARE	43708	04/14/2021	3.98
12353	GARY CARLSON EQUIPMENT COMPANY	43709	04/14/2021	130.50
10578	GOPHER STATE ONE CALL	43710	04/14/2021	145.55
10636	HEDBACK & CARLSON PLLC	43711	04/14/2021	3,500.00
10652	HENNEPIN COUNTY SHERIFF	43712	04/14/2021	5,197.68
12711	HENNEPIN HEALTHCARE	43713	04/14/2021	2,410.00
10681	HIRSHFIELD'S INC	43714	04/14/2021	28.56
1019	HOHENSTEIN'S, INC	43715	04/14/2021	9,344.66
10684	HOME DEPOT CREDIT SERVICES	43716	04/14/2021	2,419.95
2013	INBOUND BREWCO	43717	04/14/2021	786.00
1027	INDEED BREWING COMPANY	43718	04/14/2021	5,355.97
12893	INNOVO AUTOMATION	43719	04/14/2021	2,613.62
11754	INTEGRATED LOSS CONTROL, INC.	43720	04/14/2021	617.00
1016	JJ TAYLOR DISTRIBUTING	43721	04/14/2021	49,828.55
1102	JOHNSON BROTHERS	43722	04/14/2021	541.41

City of St Anthony Village

CITY OF ST ANTHONY CHECK REGISTER
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Vendor Number	Payee	Check Number	Check Issue Date	Amount
1004	JOHNSON BROTHERS LIQUOR COMPANY.	43723	04/14/2021	11,331.59
1005	JOHNSON BROTHERS LIQUOR COMPANY.	43724	04/14/2021	10,908.41
1006	JOHNSON BROTHERS LIQUOR COMPANY.	43725	04/14/2021	9,562.40
1044	JOHNSON BROTHERS LIQUOR COMPANY.	43726	04/14/2021	8,458.01
12615	JOHNSON CONTROLS FIRE PROTECTION LP	43727	04/14/2021	2,824.64
10790	KILLMER ELECTRIC COMPANY, INC.	43728	04/14/2021	747.48
10797	KONICA MINOLTA BUSINESS	43729	04/14/2021	139.75
10798	KONRAD MATERIAL SALES LLC	43730	04/14/2021	1,215.00
2028	LADONA CERVECERIA	43731	04/14/2021	182.00
2010	LUPULIN BREWING	43732	04/14/2021	287.94
10874	MACQUEEN EQUIPMENT GROUP	43733	04/14/2021	260.28
11985	MANSFIELD OIL COMPANY	43734	04/14/2021	6,586.15
1125	MAVERICK (NEGOCE)	43735	04/14/2021	1,184.88
12983	MED ALLIANCE	43736	04/14/2021	20.76
2029	MEGA BEER	43737	04/14/2021	2,626.00
10931	METROPOLITAN COUNCIL - WASTEWATER	43738	04/14/2021	59,953.07
12344	MIDDLE MISSISSIPPI WATERSHED	43739	04/14/2021	1,216.25
10939	MIDWAY FORD	43740	04/14/2021	817.84
10985	MINNESOTA FIRE SERVICE	43741	04/14/2021	850.00
10989	MINNESOTA HIGHWAY SAFETY AND	43742	04/14/2021	2,375.00
11042	MINNESOTA POLLUTION CONTROL AGENCY	43743	04/14/2021	345.00
2006	MODIST BREWING COMPANY	43744	04/14/2021	500.50
11085	MURPHY'S SERVICE CENTER	43745	04/14/2021	15.39
1051	NEW FRANCE WINE COMPANY	43746	04/14/2021	1,172.00
11131	NORTH SUBURBAN ACCESS CORPORATION.	43747	04/14/2021	705.75
11944	NORTHEAST YOUTH & FAMILY SERVICES	43748	04/14/2021	23,711.12
11163	OFFICE DEPOT	43749	04/14/2021	262.51
2011	OMNI BREWING	43750	04/14/2021	356.00
12112	OREILLY AUTO PARTS	43751	04/14/2021	185.30
11185	PACE ANALYTICAL SERVICES, INC.	43752	04/14/2021	285.00
1012	PAUSTIS & SONS	43753	04/14/2021	3,435.75
2034	PEQUOD DISTRIBUTION	43754	04/14/2021	6,016.50
1001	PHILLIPS WINE & SPIRITS	43755	04/14/2021	16,203.75
1002	PHILLIPS WINE & SPIRITS	43756	04/14/2021	4,679.88
11246	PRAXAIR	43757	04/14/2021	62.38
12747	PRECISE MRM LLC	43758	04/14/2021	50.00
2019	PRYES BREWING COMPANY	43759	04/14/2021	1,775.00
12311	PUCKETTS RECYCLING	43760	04/14/2021	120.00
12918	QUADIENT LEASING USA INC	43761	04/14/2021	912.42
12623	RACE FORWARD	43762	04/14/2021	1,000.00
12601	RAMSEY COUNTY ENVIRONMENTAL	43763	04/14/2021	91.91
1065	SAINT CROIX	43764	04/14/2021	271.00
12346	SHRED IT	43765	04/14/2021	37.77
2018	SMALL LOT WINES	43766	04/14/2021	92.96
1024	SOUTHERN GLAZER'S OF MN	43767	04/14/2021	1,922.16
1008	SOUTHERN GLAZER'S OF MN	43768	04/14/2021	855.36
1026	SOUTHERN GLAZER'S OF MN	43769	04/14/2021	10,353.78
1036	SOUTHERN GLAZER'S OF MN	43770	04/14/2021	403.84
12080	SPORT RESOURCE GROUP INC	43771	04/14/2021	625.00
11444	SPRING LAKE PARK LUMBER CO	43772	04/14/2021	63.00
2035	STACKED DECK BREWING CO	43773	04/14/2021	468.00
2001	STEEL TOE BREWING	43774	04/14/2021	289.50
13022	STRATFORD SIGN	43775	04/14/2021	405.00

City of St Anthony Village

CITY OF ST ANTHONY CHECK REGISTER
Check Issue Dates: 4/14/2021 - 4/14/2021

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Vendor Number	Payee	Check Number	Check Issue Date	Amount
11502	STREICHER'S	43776	04/14/2021	2,762.32
12920	SVAP III SILVER LAKE VILLAGE LLC	43777	04/14/2021	5,268.80
11552	TESSMAN SEED INC.	43778	04/14/2021	69.62
11566	TIMESAVER OFF SITE SECRETARIAL	43779	04/14/2021	1,164.60
12702	TOKLE INSPECTIONS INC	43780	04/14/2021	24,881.04
11586	TRACY PRINTING	43781	04/14/2021	3,859.68
1098	TRADITION WINE & SPIRITS	43782	04/14/2021	683.00
11819	TRUE NORTH ELECTRIC	43783	04/14/2021	715.50
2037	URSA MINOR BREWING	43784	04/14/2021	606.92
11851	VER TECH	43785	04/14/2021	357.51
11674	VERIZON WIRELESS	43786	04/14/2021	1,687.51
11682	VIKING INDUSTRIAL CENTER	43787	04/14/2021	160.49
1025	VINOCOPIA	43788	04/14/2021	1,349.75
11933	WIMACTEL INC	43789	04/14/2021	50.00
12644	WIN-911 SOFTWARE	43790	04/14/2021	660.00
12648	WINDSTREAM	43791	04/14/2021	236.59
1034	WINE COMPANY/THE	43792	04/14/2021	1,768.60
1038	WINE MERCHANTS INC	43793	04/14/2021	3,013.72
1032	WINEBOW	43794	04/14/2021	1,120.25
11738	WSB & ASSOCIATES, INC.	43795	04/14/2021	31,541.42
11740	XCEL ENERGY	43796	04/14/2021	22,445.51
10162	BEN SAEFKE PHOTOGRAPHY	43799	04/14/2021	40.00
10436	DRIVER & VEHICLE SERVICES	43800	04/14/2021	50.75
Grand Totals:				553,688.28

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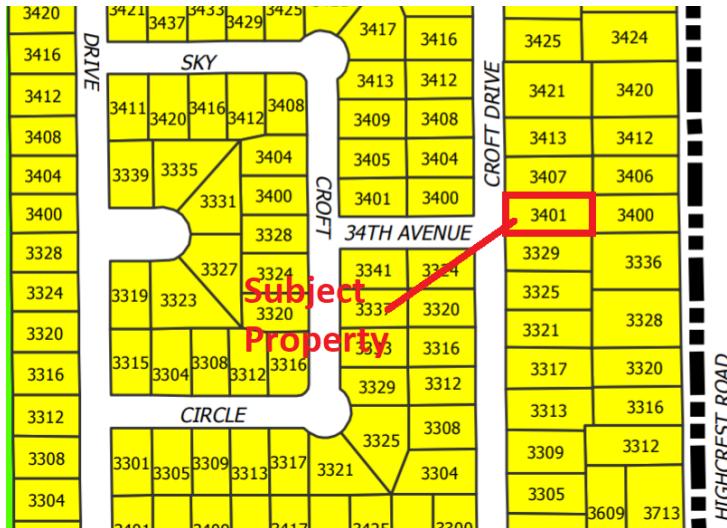


MEMORANDUM

To: St. Anthony Village City Council
 From: Stephen Grittman, City Planner
 Date: City Council Regular Meeting: April 13, 2021
 NAC Project No. 323.01 – 21.02
 Request: **Request to keep six (6) chickens in an R-1 Zoning District**
 Location: **3401 Croft Drive**

DISCUSSION AND STAFF RECOMMENDATION

Staff has received an application from the owners at 3401 Croft Drive dated March 6, 2021 requesting a permit to keep six female chickens at their residential property. The property is zoned R-1, Single Family Residential, and is surrounded by single family homes in all directions.



The Applicants have provided a site plan of the property showing the location and dimensions of the chicken coop in relation to their property. The proposed location is along the north side wall of the detached garage. The applicants have not indicated proposed materials, but have stated that it will be 6 feet long by 4 feet wide, and 6 feet in height, complementing the color of the existing buildings. A hardware cloth enclosure would provide run area surrounding the coop.

The garage, along with existing vegetation on this and adjoining properties, would obscure view of the structure from neighbors. It would appear that the proposed location is reasonably well situated, and should meet all setbacks, given the location of the existing home and other structures on the site plan.

As noted, the application does not state the materials of the chicken coop but suggest that it will be painted or stained to complement existing structures on the property. The applicants should identify proposed materials as a part of the City Council's consideration of the application.

As noted, the applicants are requesting approval for six female chickens (hens). The City's requirements specify that the chickens must all be hens, no male roosters permitted on the property to avoid noise concerns. The application indicates compliance with this condition.



CITY CODE RELATED TO REQUEST

Title IX General Regulations, Chapter 91 Animals, Section § 91.56 KEEPING OF CERTAIN ANIMALS states that "No person may keep swine, cattle, horses, goats, or more than 2 dogs or 3 dogs allowed under § 91.01 through 91.05 or fowl, within the city nearer than 500 feet to any human habitation or platted land, without approval of the City Council. The City Council may, before approving or denying any request for approval, request a report from the Health Officer concerning the effect on public health."

REQUESTED ACTION

Staff has reviewed the request, and recommends approval of the request.

- 1. Motion to adopt a resolution approving the request to keep six female chickens on the property located at 3401 Croft Drive. A resolution reflecting approval is attached to this staff report. This approval should include verification that the applicant indicate building materials and paint or other finishing materials as identified in the application letter.**

Alternate Motion

- 2. Motion to deny the request for chickens at 3401 Croft Drive, and direct staff to prepare a resolution declaring terms of the same. In the event the City Council chooses denial of the request, it should clearly state its reasons for the denial and direct staff to prepare a resolution based on said findings.**

ATTACHMENTS

Exhibit A: Request Letter and Diagrams

March 6, 2021

Saint Anthony Village City Council
3301 Silver Lake Road
Saint Anthony MN 55418

Dear Council Members:

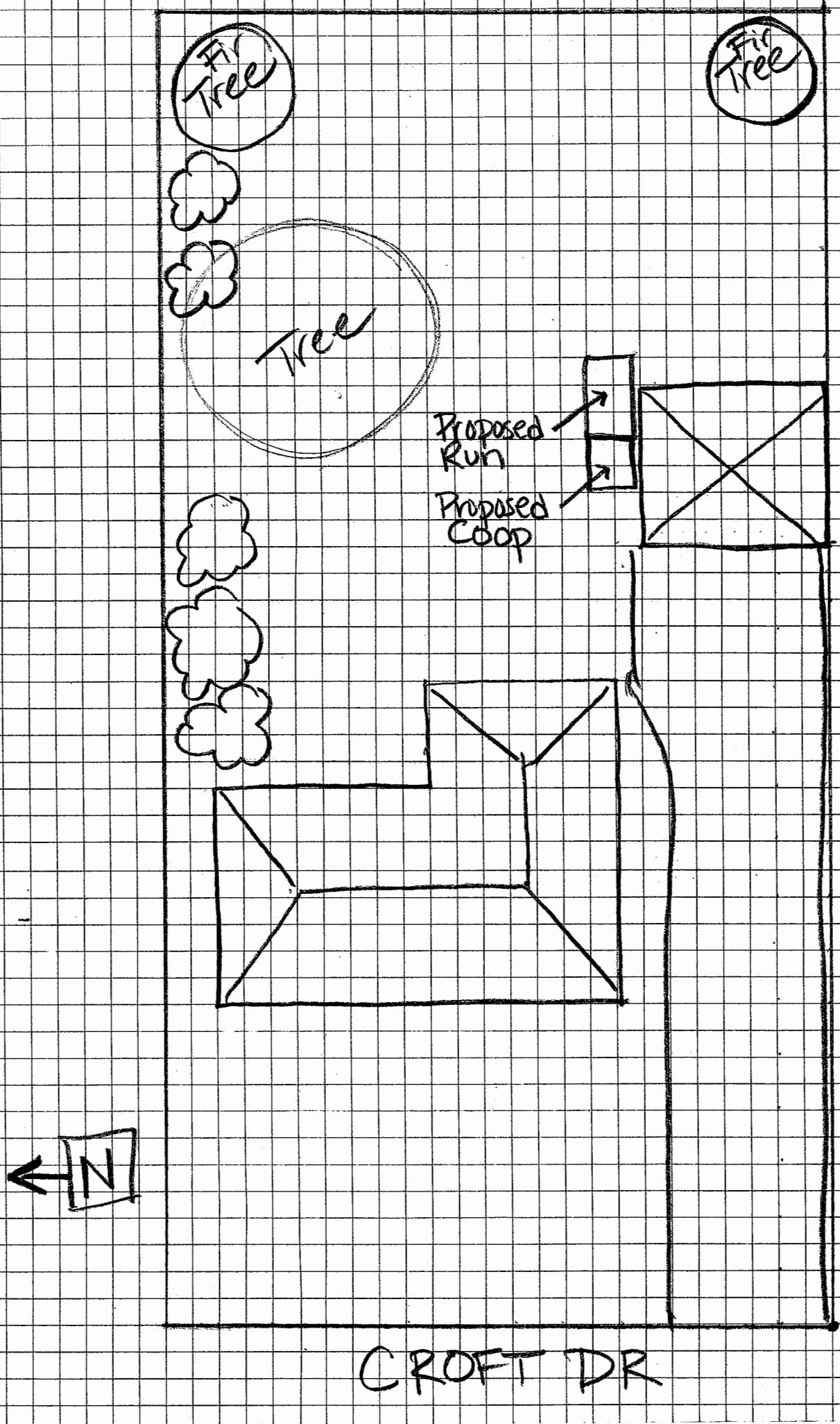
We are writing to request a permit to keep 6 chickens on our property at 3401 Croft Dr. Attached is a drawing of our property with the planned location of the chicken coop and run. The nearest property line is 15 feet to the south, on the other side of the garage.

The coop will be a raised building approximately 6 by 4 feet in size and 6 feet tall. It will also include a chicken run that will be approximately 5 by 12 feet and 6 feet tall, including area under the coop, and extending approximately 2 feet to the east the garage to allow for the chickens to have adequate access to sunlight. The coop will be made of wood and painted to complement our house colors. All this will be fenced off with hardware cloth to deter predators. We plan to have only female chickens.

The chicken coop will be placed on the north side of our garage, which will hide the coop from our neighbors to the south. The view of the coop for our neighbor to the north will be partially obstructed by bushes. Our neighbor to the east will see the side of the run, partially obstructed by his willow tree.

Thank you for your time and consideration of our request. Please feel free to contact us with any questions or concerns.

Adele and Tom Reichel and family
3401 Croft Dr
St. Anthony MN 55418
262-488-1574
adelereichel@gmail.com



**CITY OF ST. ANTHONY VILLAGE
STATE OF MINNESOTA**

RESOLUTION 21-035

**RESOLUTION TO APPROVE A REQUEST TO KEEP SIX (6) FEMALE CHICKENS IN
AN R-1 ZONING DISTRICT AT 3401 CROFT DRIVE**

WHEREAS, staff received a request from Adele and Tom Reichel and family, for permission to keep chickens on the property located at 3401 Croft Drive; and

WHEREAS, the City of St. Anthony Code of Ordinances, Section 91.56, *Keeping of Certain Animals*, specifies that livestock, including fowl, require approval from the City Council; and

WHEREAS, Adele and Tom Reichel and family have submitted a written request for approval from the City Council, as outlined in Subsection 91.56, to approve their request to keep chickens; and

WHEREAS, Adele and Tom Reichel and family have submitted a geographical description of the placement of the enclosure that will house the chickens in relation to their property; and

WHEREAS, Hennepin County Environmental Health Division has stated that this matter is within the City's jurisdiction and authority; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of St. Anthony Village approves the request to keep six (6) female chickens in an R-1 Zoning District at 3401 Croft Drive.

AND BE IT FURTHER RESOLVED the placement of the coop must meet setback requirements of at least 5 feet from the side and rear property lines.

APPROVED in the regular session of the City Council on April 13, 2021.

Randy Stille, Mayor

ATTEST: _____
Nicole Miller, City Clerk

Review for Administration:

Charlie Yunker, City Manager

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**CITY OF ST. ANTHONY VILLAGE
STATE OF MINNESOTA**

RESOLUTION 21-036

A RESOLUTION ACCEPTING GRANTS AND DONATIONS RECEIVED

WHEREAS, the City of St. Anthony is required to accept all grants and donations by resolution; and

WHEREAS, the City of St. Anthony has received the following grants and donations in the 1st quarter of 2021:

<u>TZD 4th Qtr. City of St. Paul</u>	<u>\$13,356.91</u>
Total	\$13,356.91

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of St. Anthony Village hereby accepts the grants and donations as received in the 1st quarter of 2021.

Adopted this 13th day of April, 2021.

Randy Stille, Mayor

ATTEST: _____
Nicole Miller, City Clerk

Review for Administration: _____

Charlie Yunker, City Manager

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REQUEST FOR COUNCIL CONSIDERATION

Meeting Date: April 13, 2021

Municipal Fiber Ownership, Use, and Access Agreement with Arvig Enterprises, Inc.

OVERVIEW:

In front of you this evening is an agreement between Arvig Enterprises, Inc. and the City of St. Anthony. This agreement details the use and ownership of certain fiber optic strands between the City and Arvig, stemming from work that was completed in 2018. Staff recommends approval.

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City of St. Anthony Municipal Fiber Ownership, Use, and Access Agreement

This Agreement (“Agreement”) is made by and between the City of St. Anthony, a municipal corporation (hereinafter “City”), 3301 Silver Lake Road NE, St. Anthony, Minnesota, and Arvig Enterprises, Inc. (“Arvig”), a Minnesota corporation, 150 Second Avenue Southwest, Perham, Minnesota, collectively referred to as the “Parties”, as of the effective date set forth below.

Recitals

WHEREAS, in 2015, the City constructed a Fiber Transport Facility connecting multiple City-owned facilities,

WHEREAS, the City has additional capacity within the Fiber Optic Cables,

WHEREAS, Arvig has expressed an interest in utilizing the fiber optic capacity within the City’s Fiber Transport Facility for its own communication needs,

WHEREAS, in 2018, Arvig constructed a Fiber Transport Facility within the City and adjoining communities,

WHEREAS, the City has expressed an interest in utilizing the fiber optic capacity within Arvig’s Fiber Transport Facility for its own communication needs,

WHEREAS, the Parties have contemplated an exchange of their respective fiber optic capacities to advance the individual communication needs of each Party.

WHEREAS, the Parties now desire to memorialize the terms and conditions of their respective ownership, use, and access regarding said fiber optic cable.

NOW, THEREFORE, intending to be mutually bound to the promises and covenants below, the consideration of which is deemed sufficient, the City and Arvig agree as follows:

1. **Effective Date; Termination.** This Agreement shall be effective as of the last date of signature of the Parties below and shall continue in full force and effect until terminated by one or both of the Parties as follows:
 - a. This Agreement may be terminated by either Party, for any reason, at any time not less than ten (10) years after the effective date. Such termination shall be preceded by not less than 12 months written notice of intent to terminate delivered to the non-terminating Party. The Parties may immediately terminate this Agreement at any time by mutual written agreement.

- b. In the event of default by one party, the non-defaulting party shall provide written notice and description of the default to the defaulting party. If the defaulting party fails to fully cure the described default within 30 days of receipt of such notice, the non-defaulting party may terminate this Agreement immediately.
- c. In any event of termination, all incurred expenses and costs owed by one party to the other under this Agreement shall become immediate due and payable no later than 30 days after the date of termination.

2. **Definitions.** As used in this Agreement, the following terms shall be defined as follows:

Optical Fiber (“Fiber”): A glass or plastic fiber that has the ability to guide light along its axis. The three parts of an optical fiber are the core, the cladding, and the coating or buffer.

Fiber Optic Cable (“Cable”): means a collection of Optical Fibers contained in color-coded buffer tubes with a protective outer covering (sheath), which covering includes stiffening rods and filler.

Dark Fiber: Optical fiber installed without transmitter and receiver, usually to provide expansion capacity.

Fiber Transport Facility: The conduit, cable vaults, pull boxes, and splice vaults housing the Fiber Optic Cable that collectively constitute a fiber optic pathway between a demarcation point in a switching facility and a demarcation point in another switching facility or customer premises.

Access Point: is the physical location(s) at which the Parties may, subject to required permits and Rights, connect its telecommunications system with the Allocated Fibers. Access Points may be a point of presence, regenerator site, or optical amplifier with each Access Point specifically set forth on Exhibit A attached hereto and incorporated by reference herein.

Optical Splice Point (“Splice Point”): means the point where the IRU Grantee’s Cable connects to the IRU Fibers.

Slack Loop: Coils of extra fiber optic cable stored at cable vault, pull box, or splice point. These coils are used for repairing a cable when it has been damaged or for connecting new fiber optic cables to the network.

Splicing: The act of joining two optical fibers end-to-end using heat.

Road Relocating Costs: Costs associated with the relocation of the Fiber Transport Facilities as required by any Governmental Authority under the power of eminent domain or otherwise.

Operating and Maintenance Expenses: Guard and Protect (staff on site to manage the cable while other utility work is performed in the area), cable repairs due to adjacent utility work or animal damage, broken strand or attenuation repairs, splice case maintenance.

Emergency Splicing: Any unplanned maintenance or repair of the fiber optic facilities caused by an unanticipated network outage.

Indefeasible Right of Use (“IRU”): is an exclusive and irrevocable right to use certain Dark Fibers in the Fiber Optic Cable (“Capacity”), subject to the terms and conditions of this Agreement.

Gopher State One Call (“GSOC”） Expenses: Utility operator registration fees required as part of the Excavation Notice System, pursuant to Minnesota Statutes Chapter 216D, commonly referred to as the “Call 811 Before You Dig” program, that requires all excavators to submit requests for utility locates prior to any excavation/digging project.

3. **Fiber Optic Cable Ownership and Use.** Per this Agreement;

- A. Arvig will provide to the City, fiber strands 1-24 (24 strands total) within the Arvig fiber optic cable as shown in Exhibit A1 – “Arvig County Road C2/Twin Lakes Fiber Optic Network”.
- B. The City will provide to Arvig, fiber strands 133-144 (12 strands total) within the City fiber optic cable “SA-BB-NORTH-144”; fiber strands 133-144 (12 strands total) within the City fiber optic cable “SA-BB-SOUTH-144”; and fiber strands 1-6 (6 strands total) within the City fiber optic cable connecting “Wilshire Park School” as shown in Exhibit A2 – “St. Anthony Municipal Fiber Optic Network”

Each Party is granted an exclusive, indefeasible right to use the Capacity granted under this Agreement, all upon the terms and conditions set forth below.

4. **Fiber Optic Cable Access.** This Agreement includes a non-exclusive right for the Parties to access the Fiber Transport Facilities necessary for the operation and use of the Fibers as contemplated herein.

5. **Financial Obligations.** The Parties agree that the following financial obligations shall apply for the term of this Agreement, subject to mutually agreeable amendment under Paragraph 15 of this Agreement:

- a. Arvig shall be financially responsible for all Gopher State One Call expenses of any kind, nature, and amount. The City shall be financially responsible for no such expenses.
- b. Arvig shall be financially responsible for 100% of road relocating costs, operating expenses and maintenance expenses associated with Arvig’s Fiber Optic Transport Facilities.
- c. The City shall be financially responsible for 100% of road relocating costs, operating expenses and maintenance expenses associated with the City Fiber Optic Transport Facilities.

- d. Arvig shall perform all splicing activities on the transport facility and shall be reimbursed by the City for such performance at a regular rate of \$100.00 per hour. In the event of Emergency Splicing or any splicing activity outside of regular working hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., Arvig shall be reimbursed by the City at a premium rate of \$150.00 per hour. Such regular and premium rates shall be subject to mutual amendment by the Parties only at five (5) year intervals beginning at the Effective Date of this Agreement. In no event shall such regular and premium rates be subject to unilateral change by either party.
- 6. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. Pursuant to Minnesota Statutes section 16C.05, the books, records, documents and accounting procedures and practices of Arvig or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. Arvig shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of Arvig.
- 7. **Independent Contractor.** At all times and for all purposes herein, Arvig and its employees, agents, and other persons acting on its behalf or its direction are independent contractors and not an employee of the City. No statement herein shall be construed so as to find Arvig and such persons to be employees of the City.
- 8. **Assignment.** Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent, not unreasonably withheld or delayed by the other Party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9. **No Partnership or Joint Venture.** The Parties expressly understand and affirm that this Agreement shall not constitute a partnership between or joint venture by the Parties or constitute any party the agent of the other. No party shall hold itself out contrary to the terms of this provision and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
- 10. **Compliance with Laws and Regulations.** All Parties shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of any activities arising from this Agreement. The Parties, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13, as applicable.

11. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either party's ability to enforce a subsequent breach.
12. **Indemnification.** To the fullest extent permitted by law, Arvig agrees to defend, indemnify and hold the City, and its mayor, council members, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent or wrongful act or omission of Arvig, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform its obligations under this Agreement and against all losses resulting from the failure of Arvig to fully perform all of its obligations under this Agreement.
13. **Liability Limitations.** Nothing in this Agreement intends to, or shall be construed so as to, waive any liability limitations in favor of the City pursuant to Minnesota Statutes Chapter 466 or other applicable law.
14. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but Arvig may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to Arvig for such use. Arvig shall not use or disclose the Information for purposes other than performing its obligations contemplated by this Agreement without the prior consent of the City.
15. **Amendment.** This Agreement shall not be altered, changed, or amended in any form without the express written consent of both Parties.
16. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
17. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
19. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
20. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of Arvig if such notice is to be

given to Arvig, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City:	City of St. Anthony 3301 Silver Lake Road NE St. Anthony, MN 55418 Attn: City Manager
If to Arvig:	Arvig Enterprises, Inc. 150 2 nd Avenue Southwest Perham, Minnesota 56573 Attn: Director of Network Operations

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

21. **Successors and Assigns.** This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
22. **Recitals.** All recitals set forth above are hereby incorporated in and made of this Agreement by reference.
23. **Entire Agreement.** Unless stated otherwise in this Provision 23, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the last date of signature below.

ARVIG

CITY OF SAINT ANTHONY

Dated: _____

By: _____
Signature

Its: _____
Title

Arvig Enterprises, Inc.

Dated: 04/06/2021

By: *Andrew Klinnert*
Signature

Its: Director of Net Operations
Title

Exhibit A1: Arvig - County Road C2/Twin Lakes Fiber Optic Network



Exhibit A2: St. Anthony Municipal Fiber Optic Network



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**CITY OF SAINT ANTHONY VILLAGE
STATE OF MINNESOTA**

RESOLUTION 21-037

**A RESOLUTION APPROVING THE MUNICIPAL FIBER OWNERSHIP, USE, AND
ACCESS AGREEMENT WITH ARVIG ENTERPRISES, INC.**

WHEREAS, in 2015, the City constructed a Fiber Transport Facility connecting multiple City owned facilities; and

WHEREAS, the City has additional capacity within the Fiber Optic Cables; and

WHEREAS, Arvig has expressed an interest in utilizing the fiber optic capacity within the City's Fiber Transport Facility for its own communication needs; and

WHEREAS, in 2018, Arvig constructed a Fiber Transport Facility within the City and adjoining Communities; and

WHEREAS, the City has expressed an interest in utilizing the fiber optic capacity within Arvig's Fiber Transport Facility for its own communication needs; and

WHEREAS, the Parties have contemplated an exchange of their respective fiber optic capacities to advance the individual communication needs of each Party.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Saint Anthony Village hereby approves the municipal fiber ownership, use, and access agreement with Arvig Enterprises, Inc.

Adopted this 13th day of April, 2021.

Randy Stille, Mayor

ATTEST: _____
Nicole Miller, City Clerk

Review for Administration: _____

Charlie Yunker, City Manager

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PROCLAMATION

WHEREAS: Climate change is a complex problem that impacts all Minnesotans and our ability to thrive, and

WHEREAS: The health and longevity of Minnesota's trees are being affected by changing temperatures and precipitation, more extreme weather events, and increasing pressure from pests, diseases, and invasive species, and

WHEREAS: Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, potentially increasing CO₂ emissions and flooding, and

WHEREAS: A healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime for recreation and commerce, and

WHEREAS: About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and

WHEREAS: Shade from trees protects people from exposure to the sun's UV rays and diminishes heat-related illness, and

WHEREAS: Trees reduce stormwater runoff and act as a filter, preventing sediments and pollutants from washing into waterways, and

WHEREAS: Trees capture carbon from the atmosphere and store it in their trunks, roots, and soil, and

WHEREAS: Minnesotans can help build resilient communities and reduce the negative impacts of climate change One Tree at a Time by planting and caring for trees and by using wood products to store carbon into the future

NOW, THEREFORE, BE IT RESOLVED, the St. Anthony Village City Council hereby designates FRIDAY, APRIL 30, 2021 as ST. ANTHONY ARBOR DAY and the month of MAY 2021, as ARBOR MONTH in St. Anthony Village.

Randy Stille, Mayor

April 13, 2021

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PROCLAMATION

WHEREAS, all species play a unique role in the complex web of life and contribute to the ecosystem services on which all life on Earth depends, and hence, protecting our species is crucial to the survival of this planet and its inhabitants; and

WHEREAS, wild animal populations have declined on average by more than half and the Earth is facing an era of mass extinction; and

WHEREAS, the loss of species is for the most part a result of human activity, including degradation of ecosystems, deforestation, pollution, and climate change; and

WHEREAS, by 2050, between 60-70% of all people will live in cities and species provide important services to city dwellers such as generating oxygen and purifying the air; controlling other animals considered pests or that spread disease; pollinating plants and crops; providing recreation opportunities and well-being, etc.; and

WHEREAS, many plants, wild animals, and pollinators live in urbanized landscapes, and cities thereby have a responsibility to examine the ecological impacts of expanding urban areas and how to protect biodiversity; and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations; and

WHEREAS, it is more important than ever to cooperate locally and internationally to defend the environmental progress that has been heretofore gained; and

WHEREAS, it is essential to expand and diversify the global environmental movement to achieve maximum progress; and

WHEREAS, Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments and sustainability efforts;

NOW, THEREFORE, I, Randy Stille Mayor of St. Anthony Village have the distinct honor of proclaiming April 22, 2021 as EARTH DAY throughout St. Anthony Village and encourage all of its citizens, businesses, and institutions to use EARTH DAY to celebrate the Earth and promote the protection of our species.

Randy Stille, Mayor

*April 13, 2021
Date*

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REQUEST FOR COUNCIL CONSIDERATION

Meeting Date: April 13, 2021

Resolution-Approval On-Sale Intoxicating Liquor License for Steele & Hops, located at 2800 39th Avenue NE.

OVERVIEW:

In front of you this evening is a resolution to approve an On-Sale Intoxicating Liquor License for Steele & Hops located at 2800 39th Avenue NE.

The City limits number of on-sale intoxicating liquor licenses, at any 1 time there shall not be more than 4 on-sale intoxicating liquor licenses issued by the city. Currently we have 2 establishments with this type of liquor license.

On February 26, 2020 Steele & Hops came before the City Council for approval of an On-Sale Intoxication Liquor License, which was approved. Due to COVID the opening of the restaurant was delayed until now.

Staff has completed background checks, and staff is recommending approving the On-sale Intoxicating Liquor License.

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**CITY OF ST. ANTHONY VILLAGE
STATE OF MINNESOTA**

RESOLUTION 21-038

**A RESOLUTION APPROVING ON-SALE INTOXICATING LIQUOR LICENSE
FOR STEELE & HOPS LOCATED AT 2800 39TH AVENUE NE**

WHEREAS, the applicant's filed a completed application for an On-sale Intoxicating Liquor License for Steele & Hops located at 2800 39th Avenue NE on March 23, 2021; and

WHEREAS, Staff has reviewed the application materials and completed a background check; and

WHEREAS, Staff recommends approval of an On-Sale Intoxicating Liquor License for Steele & Hops located at 2800 39th Avenue NE.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Saint Anthony Village hereby approves an On-sale Intoxicating Liquor License for Steele & Hops located at 2800 39th Avenue NE.

Adopted this 13th day April, 2021.

Randy Stille, Mayor

ATTEST:

Nicole Miller, City Clerk

Reviewed for administration:

Charlie Yunker, City Manager

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NOTICE OF A PUBLIC HEARING

Notice is hereby given that on April 13, 2021, 7:00 p.m. at City Hall, 3301 Silver Lake Road, the City Council will hold a public hearing to solicit public response an application for a new on-sale liquor license for Steele & Hops located at 2800 39th Avenue NE. Per Ordinance 112.06, The City Council shall conduct a public hearing on the application for a new on-sale intoxicating liquor license with a reasonable period following receipt of a complete application and completion of the a background investigation.

Those persons having an interest, are encouraged to attend. Oral testimony will be accepted on the above subject at this meeting. Written comments may be taken at the St. Anthony Village City Hall, 3301 Silver Lake Road, St. Anthony Village, Minnesota 55418 until the date of the hearing. Questions may be directed to the City Clerk at 612-782-3313.

The City Council agenda and packet item relating to this application will be made available prior to the meeting online at www.savmn.com

Nicole Miller
City Clerk

Publication:
Star Tribune
March 29, 2021

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MEMORANDUM

To: Mayor Stille and St. Anthony Village City Council
Charlie Yunker, City Manager

From: Stephen Grittman, City Planner

Date: City Council Meeting – April 13, 2021

NAC Project No. 323.01 – 21.04

Request: Request for a Final Plan Planned Unit Development for a Senior Housing Project, including PUD District Zoning and PUD Development Agreement

Property Address: 2501 Lowry Avenue NE

Property PID: 07-029-23-23-0001 (part)

STAFF RECOMMENDATION

Staff has reviewed the project for land use compliance with the intent and policies of the City's Comprehensive Plan, and for zoning consistency with the R-4, Multiple Family Residential District as a baseline. In summary, the Comprehensive Plan promotes use of the subject property for high density multiple family residential uses of up to 40 units per acre as allowable in this area. The applicant is seeking the PUD, consisting of 135 units of "aging-in-place" senior housing on 4.25 acres, a density of 31.8 units per acre.

In this report, staff reviews the submitted materials for Final Plan PUD against the comments and conditions made of the Preliminary Plan PUD approval granted by the City Council this past winter. The Final Plan PUD proceeds directly to the City Council for consideration, and does not require a separate Planning Commission review or public hearing.

As noted in the Preliminary PUD, the project meets the requirements of the Zoning Ordinance for the majority of the baseline standards. The principal areas of flexibility which have been requested under the PUD include the following:

- (1) Building height (code is 35 feet/3 stories); applicant proposes approximately 56 feet to top of parapet and 4 stories.
- (2) Lot coverage/impervious surface (R-4 code limits this to 50%); applicant's proposal is approximately 50.5%.
- (3) Density (R-4 code limits this to approximately 24 units per acre, Comprehensive Plan calls for 20-40 units per acre); applicant is proposing just under 32 units per acre.

April 13, 2021

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The site plan also relies on a shared driveway with the Urban Grove Manufactured Home Park, extending from the east side of the building to Kenzie Terrace on the south. That shared driveway (approximately .5 acres in area), would have the effect of reducing overall density to approximately 28 units per acre if included in the subject property total.

Preliminary Plan Action.

Planning Commission considered the item at its January 19, 2021 public hearing. The developers made a presentation, and were available to answer questions from the Commission. Two members of the public were present to ask questions and express concerns over density, access to Stinson Parkway, and emergency access to the alley to the north.

After consideration of the development details and proposed conditions, Planning Commission voted to recommend approval, consistent with the Staff recommendation.

The Preliminary Plan phase of the project proceeded to City Council on February 9, 2021. The City Council found that the flexibility requested under the PUD is appropriate, given the objectives of the Comprehensive Plan and the related improvements and amenities proposed as part of the project. The Council approved the Preliminary Plan PUD at that meeting, following the Planning Commission recommendation and adopting its conditions of approval.

Staff Recommendation.

Since the City Council's Preliminary Plan approval, the applicant has submitted updated exterior plans, reflecting consistency with the requirements of the Preliminary PUD approval. The standard of review for Final Plan consideration is whether the proposed Final Plan submittals comply with the terms of the Preliminary Plan approval.

Staff believes that those conditions have been met, pending final plan checks prior to permitting. As such, staff recommends adoption of the Development 65 PUD Zoning District and approval of the Final Plan PUD with the noted condition.

City Council Action.

Motion to adopt the resolution, establishing the Development 65 PUD Zoning District, rezoning the subject parcel to the Development 65 PUD District, authorizing execution of the Final Plan PUD development agreement, and approval the Final Plan PUD for Development 65, subject to the conditions as noted in this report.

GENERAL INFORMATION

Applicant:	Robert Wall – Development 65, LLC
Owner:	The Village, LLC
Location:	2501 Lowry Avenue NE
Existing Land Use	Vacant (former manufactured home park)
Zoning:	R-1, Single Family Residential
Surrounding Land	North: R-1, Single Family Residential

April 13, 2021

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Use / Zoning: East: R-1, Manufactured Home Park (under development)
 South: C, Commercial (Bank/Office Building)
 West: Mixed Residential (City of Minneapolis)

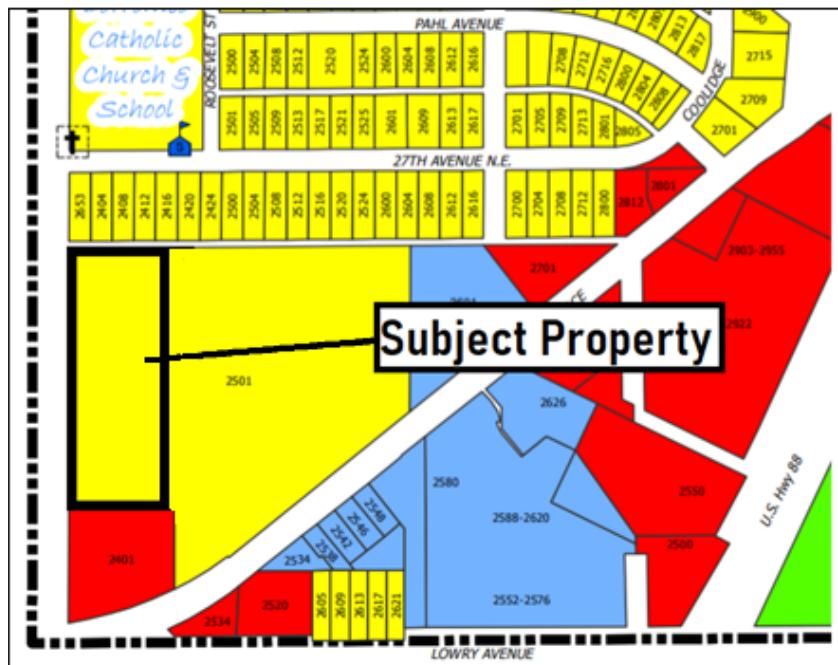
Deadline for Agency Action: Application Complete Date: March 25, 2021
 60 Days: May 24, 2021
 Letter Sent: NA
 120 Days: July 23, 2021

1. Background

The applicant is proposing to redevelop a 4.25 acre portion of the former Urban Grove manufactured home park property with a senior-living multiple family residential project of 135 dwelling units. The property was previously approved by City Council for subdivision from the larger Urban Grove property. The development parcels in question are shown on the zoning map below.

The project is proposed to be developed in a single phase. The project had undergone a Concept PUD review with the City Council and Planning Commission in January of 2020, at the time, a 125 unit project. Upon the withdrawal of the developer from the potential housing project on the Bremer Bank site to the south, the applicant has redesigned the proposal to add 10 additional units, but on essentially the same property and similar footprint. As noted above, Preliminary Plan PUD received City Council approval earlier this year.

The facility is proposed to include, initially, 83 independent living units, 28 assisted living units, and 24 memory care units – as shown on the floor-by-floor plans submitted with the application, a total of 135 units. In staff's experience, it is not uncommon that these facilities shift between assisted and independent living status, based on the needs of the individual tenants.



Within the apartment building, a range of unit types are to be provided. The independent living units include a variety of unit styles, now ranging in square footage from 655 square feet to 1,223 square feet. Studio sized units are limited to the assisted living and memory care facilities.

The site is currently zoned R-1, Single Family Residential, as noted previously. The consideration of a Planned Unit Development for this project would include a rezoning to PUD zoning district, and adoption of a PUD ordinance limiting the use of the property to the approved site plan, building plan, density, and related facilities.

2. Analysis

Final Plan PUD review is intended to ensure that the approved Preliminary Plan PUD comments have been addressed before permitting can begin, and that securities are posted, and the development agreement is executed as a part of that process.

The approved Preliminary Plan incorporated the following conditions of approval:

1. An access easement shall be in place to accommodate the easterly shared access road with the Urban Grove development site to Kenzie Terrace. Proof of such access easement shall be provided to the City as a part of the final PUD documentation.
This easement will be checked as a part of the development agreement review.

This easement will be checked as a part of the development agreement review.

2. Access-related issues shall be subject to comment and recommendation by the City Engineer.

Access has been reviewed and approved by the City Engineer, subject to final review of the easement over the Urban Grove property. One note on access is that the front

entrance has been modified from preliminary plans to eliminate the straight access drive through the entry court – instead, traffic will be required to circulate around the entry court in a small roundabout fashion. This change should be reviewed and affirmed by the City Engineer and Fire Department officials.

3. The City finds that the proposed parking supply is adequate to serve the facility.
The parking supply was reviewed as a part of the Preliminary PUD, and is considered more than adequate to serve the facility.
4. Final PUD Plans demonstrate compliance with ADA parking supply requirements (for disabled persons).
This has been confirmed.
5. City Officials find the proposed four-story apartment building heights to be acceptable (within the context of the PUD).
The approval of the Preliminary Plan PUD serves as compliance with this condition.
6. As a part of the Final Plan submission, the submitted landscape plan be amended to add evergreen plantings along the north edge of the shared driveway.
The applicant has added these trees and screening to the landscape plan. As a part of the final plan development, the applicants reviewed alley access with fire officials (which was initially interfering with this planting). It was determined that the fire department would not use or need that access, and it has been eliminated from the plan. Fire access around the building would occur on the proposed paved drive aisles and the grass-pave areas on the west and north sides of the building, re-entering the paved drive aisle, without need for access to the alley. A plan of that change was submitted in a supplement on March 29, 2021, and all final record plans should be updated to reflect that change.
7. As part of the Final PUD Plan submission, a signage plan be submitted for review which demonstrates compliance with City requirements.
A sign plan does not appear to have been submitted with this package. Sign requirements for this use would be as follows:
(2) R-3 and R-4. Each multiple dwelling complex (9 or more units) allowed one freestanding sign identifying the complex. The sign may not exceed 50 square feet in sign surface area. The sign structure, including the sign surface area, may not exceed 150 square feet in area. The highest point of the sign may not be more than 8 feet above ground level.
If the applicant proposes signage outside of this limitation, an amendment to the PUD approval should be processed.
8. Issues related to grading, drainage and utilities shall be subject to comment and recommendation by the City Engineer.
Final plans will be reviewed as a part of the construction permitting.

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9. The applicant enter into a PUD agreement with the City and post all the necessary securities required by it.

A development agreement has been prepared by the City Attorney's office, and will require execution as a condition of Final PUD.

10. Consideration of comments of other City Staff.

Incorporated into final review as appropriate.

3. **Criteria for and Consistency with Criteria for PUD Approval.** Title XV Land Usage, Chapter 152 Zoning Code, Section §152.209.

SUMMARY AND STAFF RECOMMENDATIONS

Final Plan PUD, Development 65 PUD Zoning District –Staff recommend approval with the following conditions:

1. Final verification of compliance with the terms noted herein and execution of the PUD development agreement. Substantive changes will require additional review, including reconsideration by City Council.

This recommendation is based on a finding that the proposal, with the conditions cited, is consistent with the requirements for PUD consideration, with the long-term objectives of the recommendations and policies of the St. Anthony Comprehensive Plan.

ATTACHMENTS

Exhibit A: Location map

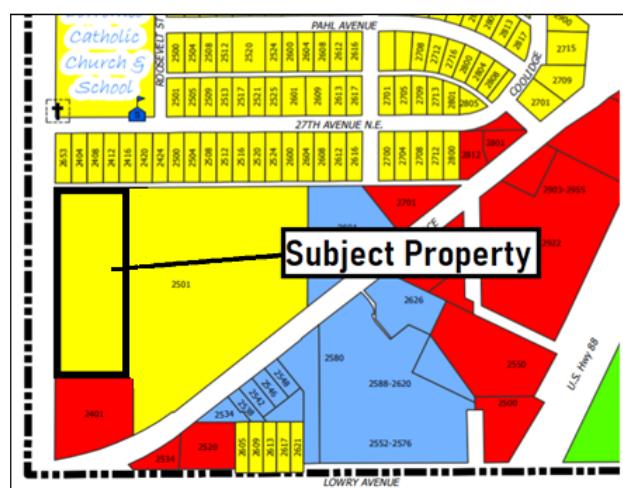
Exhibit B: Application and Supporting Material

CITY COUNCIL APRIL 13, 2021

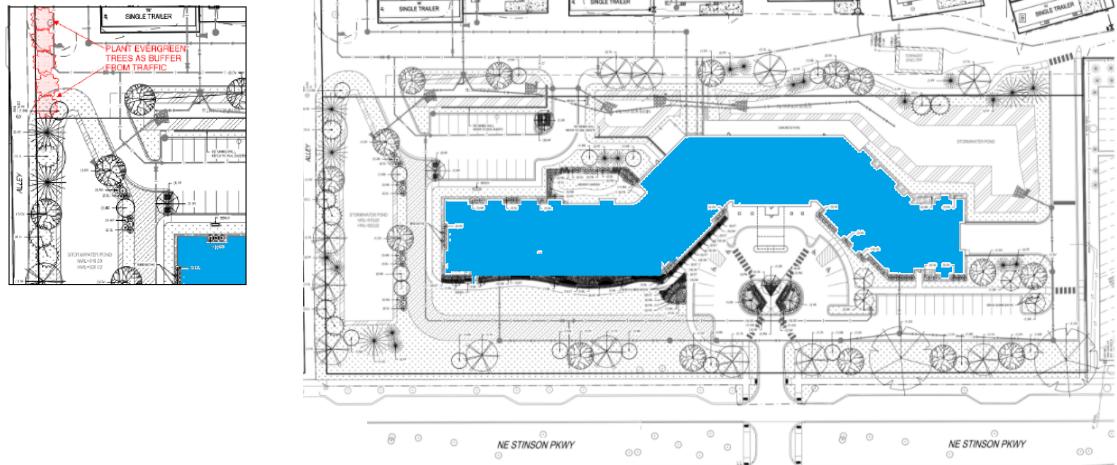


2501 Lowry Avenue NE Development 65 – Final Plan PUD

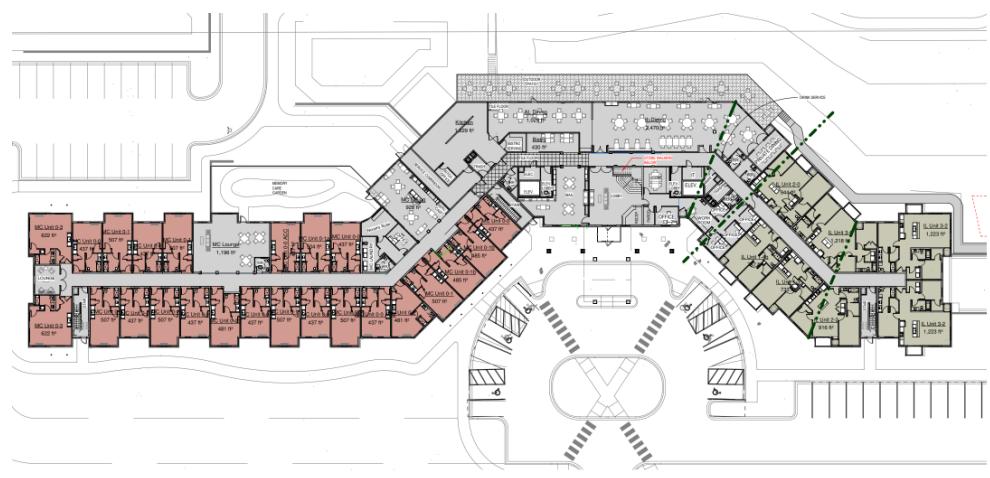
FINAL PLAN PUD - ZONING



FINAL PLAN PUD – SURROUNDING PARCELS, ETC.



FINAL PLAN PUD – MAIN LEVEL PLAN



FINAL PLAN PUD – WEST ELEVATION CONCEPT (WITH ORIGINAL ENTRY COURT UNCHANGED)



FINAL PLAN PUD – ELEVATIONS



North Elevation

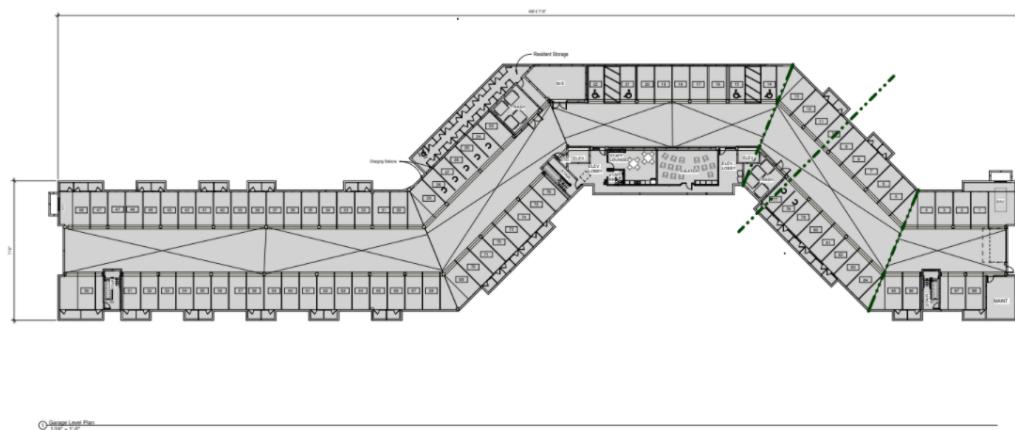


**South
Elevation**



**East
Elevation**

FINAL PLAN PUD – GARAGE LEVEL PLAN



FINAL PLAN PUD – PUD CONSIDERATIONS

- Building height (code is 35 feet/3 stories); applicant proposes approximately 46 feet and 4 stories.
- Lot coverage/impervious surface (R-4 code limits this to 50%); applicant's proposal is approximately 50.5%.
- Density (R-4 code limits this to approximately 24 units per acre, Comprehensive Plan calls for 20-40 units per acre); applicant is proposing approximately 28 - 32 units per acre.

FINAL PLAN PUD - PROCESS

- Preliminary Review with Community Development Committee (staff)
- Sketch Plan Review by Joint City Council and Planning Commission
- Preliminary Plan PUD Application –
 - Public Hearing at Planning Commission;
 - Consideration by City Council
- Financial Assistance Review and Consideration – HRA/City Council
- **Final Plan PUD – City Council**

FINAL PLAN PUD – CITY COUNCIL ACTION

- Consideration of approval for a Final Plan PUD St. Anthony Village Senior Housing as presented by Development 65, subject to:
 1. Final verification of compliance with the terms noted herein and execution of the PUD development agreement. Substantive changes will require additional review, including reconsideration by City Council.

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ST ANTHONY VILLAGE SENIOR LIVING

Residential Unit Mix			
Name	Count	Unit Gross Area	ADA Type
AL Unit 0-0	6	436 ft ²	AL Studio
AL Unit 0-1	9	511 ft ²	AL Studio
AL Unit 1-0	4	655 ft ²	AL 1BR
AL Unit 1-1	1	726 ft ²	AL 1BR
AL Unit 1-1 ACC	2	726 ft ²	AL 1BR
AL Unit 1-2	3	700 ft ²	AL 1BR
AL Unit 1-3	3	712 ft ²	AL 1BR
IL Unit 1-0	6	655 ft ²	1BR
IL Unit 1-1	3	691 ft ²	1BR
IL Unit 1-2	6	723 ft ²	1BR
IL Unit 1-3	4	733 ft ²	1BR
IL Unit 1-4	1	768 ft ²	1BR
IL Unit 1-4 ACC	1	767 ft ²	1BR
IL Unit 1-4b	4	767 ft ²	1BR
IL Unit 1-5	2	716 ft ²	1BR
IL Unit 1-6	6	764 ft ²	1BR
IL Unit 1-8	4	753 ft ²	1BR
IL Unit 1-9	3	736 ft ²	1BR
IL Unit 2-0	22	944 ft ²	1BR+D
IL Unit 2-1	3	1,067 ft ²	1BR+D
IL Unit 2-2	4	916 ft ²	1BR+D
IL Unit 2-3	2	873 ft ²	1BR+D
IL Unit 3-0	4	1,216 ft ²	2BR
IL Unit 3-2	8	1,223 ft ²	2BR
MC Unit 0-0	8	437 ft ²	MC Studio
MC Unit 0-0 ACC	2	437 ft ²	MC Studio
MC Unit 0-1	7	507 ft ²	MC Studio
MC Unit 0-1a	1	504 ft ²	MC Studio
MC Unit 0-1b	2	485 ft ²	MC Studio
MC Unit 0-1S	1	481 ft ²	MC Studio
MC Unit 0-2	1	481 ft ²	MC Studio
MC Unit 0-3	2	622 ft ²	MC Studio
Grand total:	135		

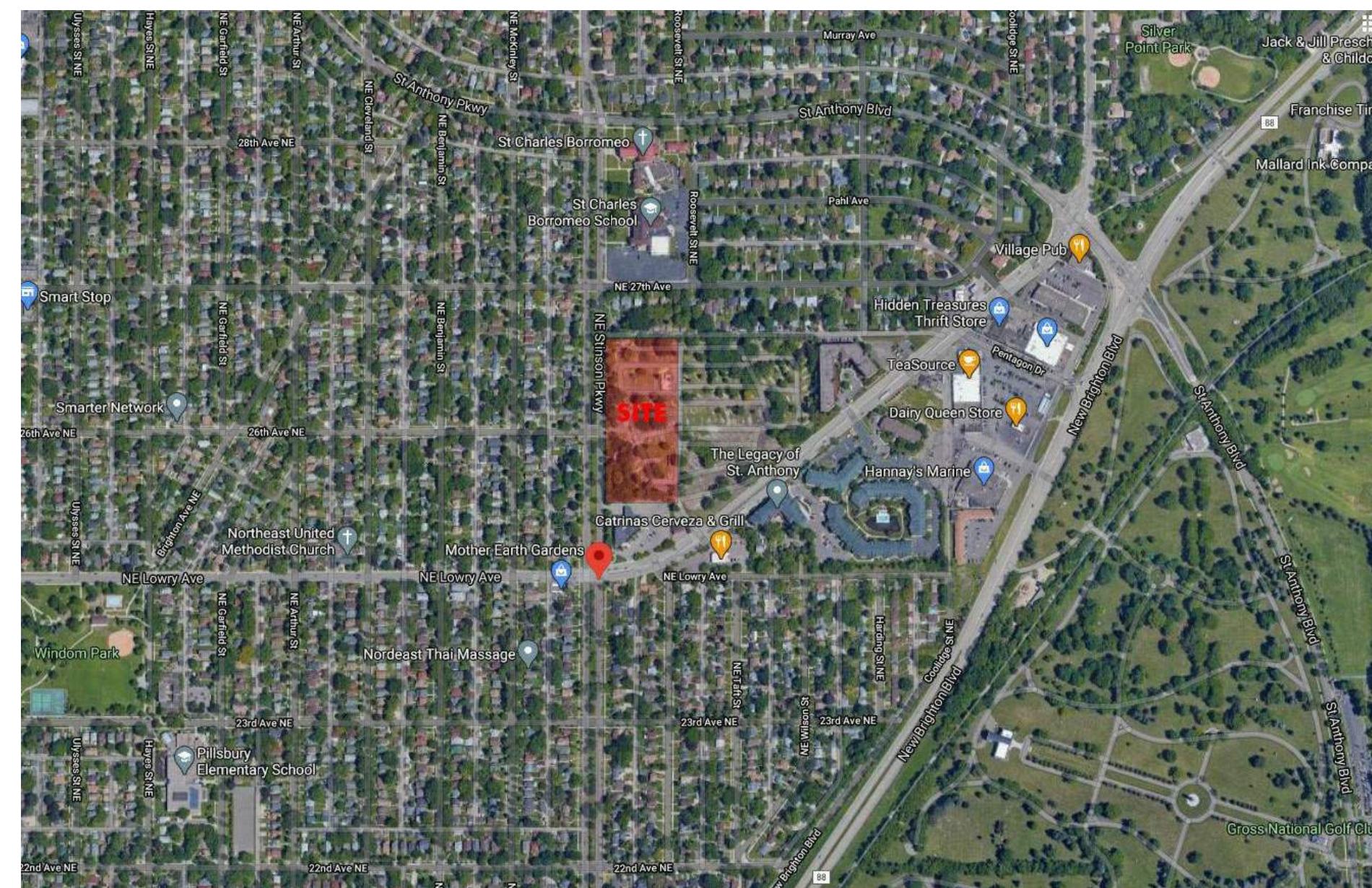
MEMORY CARE
• 24 UNITS
• (24) Studios

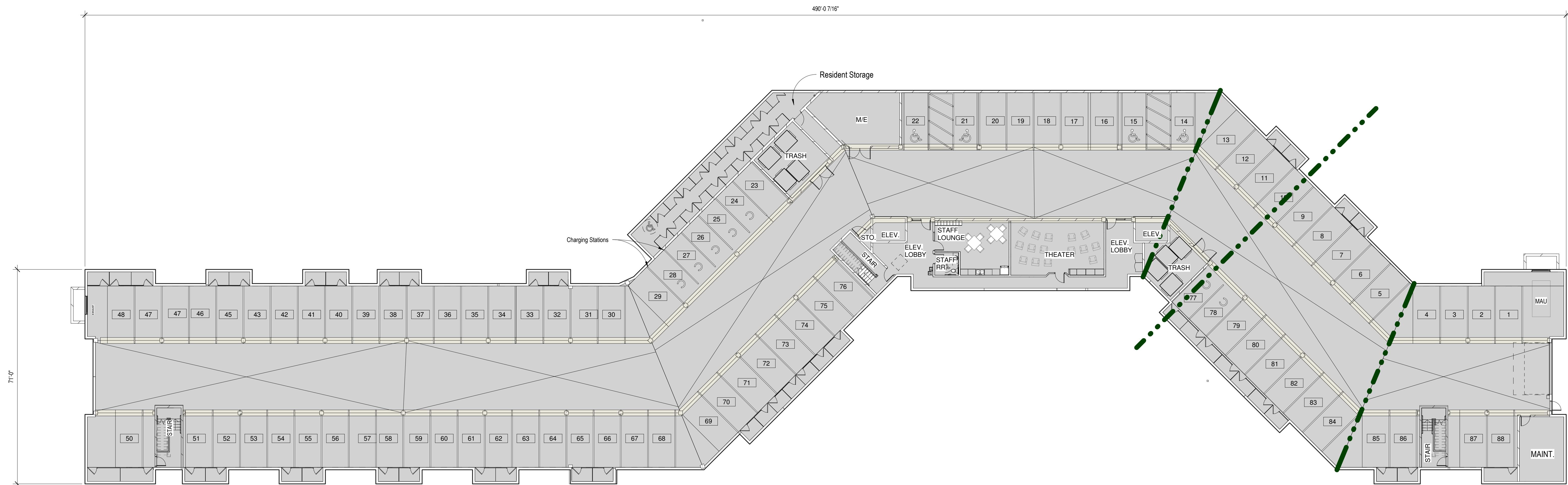
ASSISTED LIVING
• 28 UNITS
• (15) Studios
• (13) 1 Bedroom

INDEPENDENT LIVING
• 83 UNITS
• (40) 1 Bedroom
• (31) 1+Den
• (12) 2 Bedroom

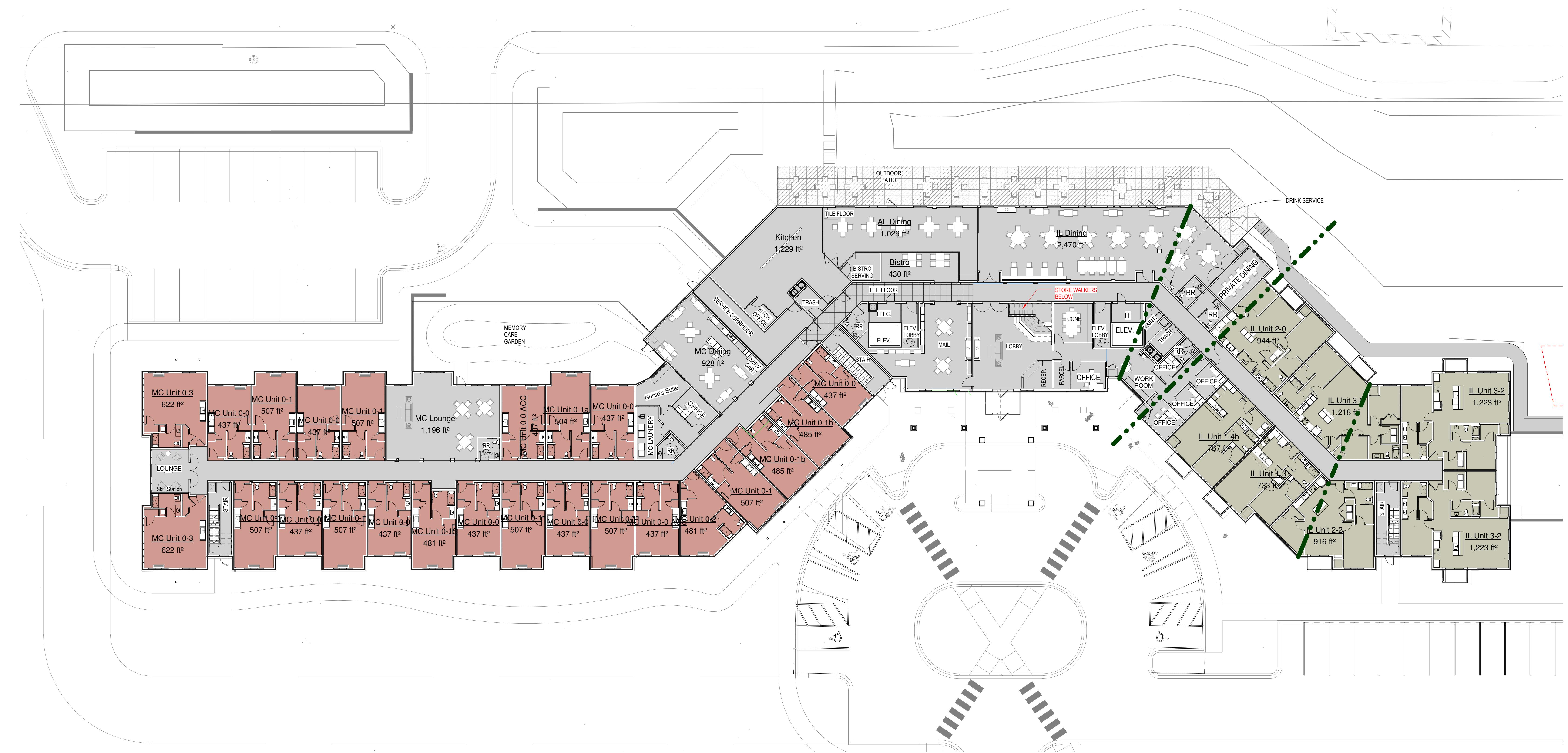
Total Gross Area	
Level	Area
Level 4	35,307 ft ²
Level 3	35,297 ft ²
Level 2	34,537 ft ²
Level 1	35,990 ft ²
Level -1	36,296 ft ²
Grand total	177,428 ft ²

Parking Schedule	
Type	Count
Level -1	
	87
	87
Level 1	
	24
	24
	111





1 Garage Level Plan



1 Level 1 Plan





1 Level 3 and 4 Plan



Exterior Material Tag Key	
4.1	BRICK MASONRY
4.2	SPLIT FACE BLOCK MASONRY
5.1	BALCONY - ALUMINUM RAIL - COLOR: CHAMPAGNE
7.1	CFB SHAKE SIDING - COLOR: B.MOORE - POLO BLUE
7.2	CFB LAP SIDING - COLOR: SW7641 COLLONADE GRAY
7.3	CFB PANEL SIDING - COLOR: SW7636 ORIGAMI WHITE
7.4	CFB TRIM - COLOR: SW7636 ORIGAMI WHITE
8.1	MAGIC PAK GRILL - COLOR: CUSTOM PAINTED TO MATCH SURROUNDING FIELD COLOR



Exterior Material Tag Key	
4.1	BRICK MASONRY
4.2	SPLIT FACE BLOCK MASONRY
5.1	BALCONY - ALUMINUM RAIL - COLOR: CHAMPAGNE
7.1	CFB SHAKE SIDING - COLOR: B.MOORE - POLO BLUE
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7.4	CFB TRIM - COLOR: SW7636 ORIGAMI WHITE
8.1	MAGIC PAK GRILL - COLOR: CUSTOM PAINTED TO MATCH SURROUNDING FIELD COLOR

⑤ East Elevation 5

3/32" = 1'-0"



④ East Elevation 4

3/32" = 1'-0"



③ East Elevation 3

3/32" = 1'-0"



② East Elevation 2

3/32" = 1'-0"



① East Elevation 1

3/32" = 1'-0"

Exterior Elevations

St Anthony Village - Senior

3/25/2021



Exterior Rendering

St Anthony Village - Senior

3/25/2021



Exterior Rendering

St Anthony Village - Senior

3/25/2021



Exterior Rendering

St Anthony Village - Senior

3/25/2021



Exterior Rendering

St Anthony Village - Senior

3/25/2021

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**CITY OF SAINT ANTHONY VILLAGE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION 21-039

**A RESOLUTION APPROVING A REQUEST FOR A FINAL PLAN STAGE PUD,
FOR THE SAINT ANTHONY VILLAGE SENIOR HOUSING PROJECT
BY DEVELOPMENT 65, A MULTI-FAMILY RESIDENTIAL PROJECT
OF UP 135 DWELLING UNITS AT 2501 LOWRY AVENUE NE**

WHEREAS, the City of St. Anthony Village received a request from Development 65 LLC for a the St. Anthony Village Senior Housing PUD, redeveloping the subject site from single family residential to a multiple family residential development of up to 135 dwelling units at 2501 Lowry Avenue NE, legally described as follows:

See Exhibit A; and

WHEREAS, the property consists of approximately 4.25 acres and is located along the east boundary of Stinson Parkway and west boundary of the Urban Grove manufactured home park; and

WHEREAS, the property is currently vacant; and

WHEREAS, the property is currently zoned R-1, Single Family Residential; and

WHEREAS, the project would be consistent with the St. Anthony 2040 Comprehensive Plan related to the conversion of this property from single family residential to multiple family residential use; and

WHEREAS, the density of the proposed project 32 units per acre is consistent with the Comprehensive Plan density range for such use; and

WHEREAS, the City Council approved the Preliminary Plan PUD, with conditions; and

WHEREAS, the applicant has updated the plans per the requirements of the Preliminary Plan PUD approval, subject to final verification upon construction permitting; and

WHEREAS, the City Council has considered all of the comments and the staff report, which are incorporated by reference into the resolution; and

WHEREAS, the City Council makes the following findings of fact in support of the resolution for approval:

1. The property is located in an area of mixed commercial and residential use.
2. The proposed improvements to the property are consistent with the character of the neighborhood in which it is located.
3. The various aspects of the proposed development are consistent with requirements of the City's high density housing requirements, or are supported by the goals and objectives of

the requirements for PUD consideration, and the long-term expectations of the Comprehensive Plan.

4. With the modification to the site plan under conditions as required by the Preliminary Plan PUD approval, the proposed improvements constitute a reasonable use of the property.
5. The proposed PUD will accommodate reasonable use without negative impacts on neighboring property nor on public improvements and services.

NOW THEREFORE MAY IT BE RESOLVED, that the City Council of the City of St. Anthony Village accepts the findings and recommendations documented in the staff report and approves Final Plan for the St. Anthony Village Senior Housing PUD as shown on the plans submitted on March 25, 2021 and supplemented on March 29, 2021, at 2501 Lowry Avenue NE:

1. Final verification of compliance with the terms noted in the staff report dated April 13, 2021, and execution of the PUD Development Agreement. Substantive changes will require additional review, including reconsideration by City Council.

Passed in regular session of the City Council on the 13th day of April 2021.

Randy Stille, Mayor

ATTEST: _____
Nicole Miller, City Clerk

Review for Administration: _____
Charlie Yunker, City Manager

Exhibit A-Legal Description

The east 260.00 feet of that part of the South 1/2 of the Northwest Quarter of Section 7, Township 29, Range 23, beginning at a point in the South line of said Tract 100 feet East of the Southwest corner thereof; thence North 1079.8 feet; thence East parallel to the South line of said quarter section 1041.74 feet; thence South to center of State Highway No. 63; thence southwesterly along said center line of State Highway No. 63 and St. Anthony and Taylor Falls Road to intersection of center line of said road with the South line of said quarter section; thence West along said latter line to the point of beginning, except that part thereof embraced in the South 365 feet of the West 395 feet of the Southwest Quarter of the Northwest Quarter of said Section 7 and except the easterly 100 feet thereof.
Except that part taken for highway purposes by the County of Hennepin as evidenced by Final Certificate, filed May 16, 1985, as Document No. 1652500.

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ORDINANCE 2021-01**CITY OF ST. ANTHONY
RAMSEY COUNTY, MINNESOTA****AN ORDINANCE AMENDING TITLE XV OF THE ST. ANTHONY CITY CODE,
KNOWN AS THE ZONING ORDINANCE, BY ESTABLISHING THE
DEVELOPMENT 65 PUD DISTRICT AND
REZONING THE FOLLOWING PARCEL TO SAID DISTRICT:****See Attached Exhibit A, Legal Description*****THE CITY COUNCIL OF THE CITY OF ST. ANTHONY HEREBY ORDAINS:*****Section 1. Section 152.020 (E) – Planned Unit Developments is hereby amended by adding the following:**

- (3) Development 65 PUD District
 - (a) Purpose. The purpose of the Development 65 PUD District is to provide for the development of certain real estate subject to the Sub-District for high-density senior residential land uses.
 - (b) Permitted Uses. Permitted principal uses in the Development 65 PUD District shall be those uses as found in the R-4, Multiple Family Residential District of the St. Anthony Zoning Ordinance, subject to any approved PUD Development Agreement on file with the City, as well as the Final Stage Development Plans submitted on 3/25/2021 and the supplement dated 3/29/2021, as may be amended. The introduction of any other use from any district shall be reviewed under the requirements of the St. Anthony Zoning Ordinance, Chapter XV, Section 152.200 *et seq.* – Planned Unit Developments for Development Stage PUD and Final Stage PUD.
 - (c) Accessory Uses. Accessory uses shall be those commonly accessory and incidental to the allowed uses, and as specifically identified by the approved final stage PUD plans.
 - (d) District Performance Standards. Performance standards for the development of any lot in the Development 65 PUD District shall adhere to the approved final stage PUD plans and development agreement for each lot. In such case where any proposed improvement is not addressed by the final stage PUD, then the regulations of the R-4, Multiple Family Residential District shall apply, as applicable to the use on the subject parcel.
 - (e) Amendments. Where changes to the PUD are proposed in the manner of use, density, site plan, development layout, building size, mass, or

ORDINANCE 2021-01

coverage, or any other change, the proposer shall apply for an amendment to the PUD under the terms of the St. Anthony Zoning Ordinance, Section 152.200 *et seq.*. The City may require that substantial changes in overall use of the PUD property be processed as a new project, including a zoning district amendment.

Section 2. The zoning map of the City of St. Anthony is hereby amended to rezone the following described parcels to Development 65 PUD District, Planned Unit Development District:

See Attached Legal Description

Section 3. The City Clerk is hereby directed to mark the official zoning map to reflect this ordinance. The map shall not be republished at this time.

Section 4. The City Clerk is hereby directed to make the changes required by this Ordinance as part of the Official St. Anthony City Code, Title XV, Zoning Ordinance, and to renumber the tables and chapters accordingly as necessary to provide the intended effect of this Ordinance. The City Clerk is further directed to make necessary corrections to any internal citations that result from said renumbering process, provided that such changes retain the purpose and intent of the Zoning Ordinance as has been adopted.

Section 5. This Ordinance shall take effect and be in full force from and after its passage and publication. The ordinance in its entirety and map shall be posted on the City website after publication. Copies of the complete Ordinance and map are available online and at St. Anthony City Hall for examination upon request.

ADOPTED BY the St. Anthony City Council this 13th day of April, 2021.

Effective Date: This ordinance shall become effective as of its publication.

Adopted: April 13, 2021

CITY OF SAINT ANTHONY VILLAGE

By: _____

Randy Stille, Mayor

ATTEST:

By: _____

Nicole Miller, City Clerk

Publish: Star Tribune

Publication Date: April 16, 2021

Exhibit A-Legal Description

The east 260.00 feet of that part of the South 1/2 of the Northwest Quarter of Section 7, Township 29, Range 23, beginning at a point in the South line of said Tract 100 feet East of the Southwest corner thereof; thence North 1079.8 feet; thence East parallel to the South line of said quarter section 1041.74 feet; thence South to center of State Highway No. 63; thence southwesterly along said center line of State Highway No. 63 and St. Anthony and Taylor Falls Road to intersection of center line of said road with the South line of said quarter section; thence West along said latter line to the point of beginning, except that part thereof embraced in the South 365 feet of the West 395 feet of the Southwest Quarter of the Northwest Quarter of said Section 7 and except the easterly 100 feet thereof.
Except that part taken for highway purposes by the County of Hennepin as evidenced by Final Certificate, filed May 16, 1985, as Document No. 1652500.

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REQUEST FOR COUNCIL CONSIDERATION

Meeting Date: April 13, 2021

Resolution-Approval of Special Event Permit for a car wash hosted by St. Anthony Girls Golf in the Community Center parking lot.

OVERVIEW:

In front of you this evening is a resolution to approve a special event permit request from St. Anthony Girls Golf in the Community Center parking lot on April 24, 2021 from 10 AM to 2 PM.

Staff has created a special events permit to facilitate gathering event information, department head reviews of event, and staff recommendations to the City Council. The special event permit is used if the event fits one or more of the following criteria:

- Expected attendance of more than 100 people and open to the general public
- Event is requesting the use of city property and/or street closures
- There will be amplified live or pre-recorded music
- There will be the sale of alcoholic beverages

The applicant is seeking permission to host a car wash in the Community Center parking lot which is city property

Staff has reviewed the special event and recommends approval.

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Special Event Permit

What kind of event needs this permit?

If your event fits one or more of these criteria, this permit is needed:

- Expected attendance of more than 100 people and open to the general public
- Event is requesting the use of city property and/or street closures
- There will be amplified live or pre-recorded music
- There will be the sale of alcoholic beverages

Complete this application and return it to the City Clerk's Office at least 45 days prior to the starting date of the event. Issuance of a Special Event Permit does not, in any way, imply City sponsorship of the Special Event.

Please be aware that issuance of a Special Event Permit does not constitute a waiver of any Federal, State or Local laws. Applicants are responsible for complying with all applicable Federal, State, and Local laws.

Name of Special Event Car Wash

Name of Applicant or Organization St. Anthony Girls Golf

Main Contact

Name Mike Sholl Daytime Phone 612-436-3662
 Address 3428 Harding St City St Anthony State MN ZIP 55418
 Email Address misholl@aol.com

Event Information

Starting Date & Time Apr 24th 10 am Ending Date & Time April 24th 2pm
 Estimated Event Attendance 15 Location Community center parking lot
 Is the event in coordination with another event? No Yes (Event) _____

Provide a detailed description of all activities that will take place:

Wash and dry cars





Location(s) of event parking Community Center

Amplified Sound? No Yes Provide a description of any recording and sound amplification equipment to be used at your event and the times:

Restrooms provided? No Yes How many? _____

Company contracted for restrooms _____

Trash Disposal? No Yes

Company contracted for trash disposal _____

Event Security Plans

Applicant is responsible for event security. Additional security may be stipulated by the Police Department. If you have questions about the amount of security to provide, please contact the Police Department at 612-782-3350.

If event security will be provided by the applicant, please explain arrangements:

If requesting the Police Department to provide security, please provide details:

Date _____ Time _____ to _____ Number of Officers _____

Date _____ Time _____ to _____ Number of Officers _____

Date _____ Time _____ to _____ Number of Officers _____

Emergency Services

If event security will be provided by the applicant, please explain arrangements:

Park Use

Name of Park _____

If park shelter(s) are requested, please contact Community Services through the link below:

<https://stanthony.ce.eleyo.com/facilities/calendar>





Indemnification Agreement and Insurance Information

The applicant hereby agrees to save, defend, hold harmless, and indemnify the City of St. Anthony Village and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, and costs, including attorneys' fees, charges, liability, or other exposures, however caused, resulting from, arising out of, or in any way related to the applicant's event as herein described and applicant's use of City property and/or right-of-way. Nothing herein shall have any effect on the City's right to assert any liability defense in accordance with Minnesota Statutes, Chapter 466.

The City, in its sole discretion, may require the Applicant to obtain liability insurance coverage(s) for any event. If the City notifies the Applicant in writing that liability insurance is required, the Applicant must provide proof of the appropriate liability insurance(s) in the amount(s) provided herein.

The Applicant must provide the City with a Certificate of Insurance showing proof of the required liability insurance(s). The City must be listed as an additional insured on all liability policies. Applicant's insurance shall act as the primary insurance coverage for any claims of loss covered by the insurance policy.

The City requires the Applicant to obtain any or all of the following insurance coverage, in at least the coverage amounts contained herein:

1. Commercial general liability insurance or equivalent special event coverage protecting Applicant and City from claims for damages or bodily injury and property damage which may arise out of or in connection with the event's operation and use of the City's property or right-of-way. This general liability insurance policy shall be in an amount not less than \$1,000,000.00 per occurrence.
2. If Applicant will be using an automobile for any portion of the Applicant's event, Applicant must obtain automobile liability insurance in an amount not less than \$1,000,000.00 per occurrence. Such policy must include liability coverage for owned, nonowned, and hired automobiles.
3. If alcohol will be served or included in Applicant's event, Applicant must obtain liquor liability (also known as dram shop) insurance in an amount not less than \$1,000,000.00 per occurrence.

The City reserves the right to modify these insurance requirements at its sole discretion based on the nature and scope of Applicant's proposed event.



Required Attachments

Must be attached to the Special Event Permit Application when submitted, as applicable:

- An event map showing requested use of streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations. Attach a complete map showing assembly and dispersal locations, route plan, and any streets or parking lots you are requesting be blocked.
- Temporary Liquor License application is required for the sale of alcoholic beverages. MN State Statute 340A.404 (10) The governing body of a municipality may issue to (1) a club or charitable, religious, or other nonprofit organization in existence for at least three years, (2) a political committee registered under section 10A.14, or (3) a state university, a temporary license for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the licensee.
- If the organization is a registered non-profit, a copy of the IRS determination letter.

Signature of Event Applicant

I understand that I am required to obtain insurance coverage as outlined herein before the City will approve my use of City property or right-of-way. I hereby agree to obtain such coverage as the City may deem necessary and to provide City all necessary documentation of such insurance coverage. I further certify under the penalty of perjury that I am authorized to execute contracts and other instruments and legally bind the Applicant.

Signature of Event Applicant Michael Sholl Date 3-24-2021

Printed Name and Title of Event Applicant Michael Sholl Head Coach

In granting or denying the permit, the City Council will consider the type and size of the group for which the permit is requested, the extent to which the group involves city residents and their use of city park facilities, the anticipated effect upon other users of the park and adjacent residential properties, the likelihood of damage to park property and any other facts relevant to the health, safety, and general welfare of the residents of the city. The City Council reserves the right to deny any permit or to add conditions to any permit which it grants.

For City Use Only

Please return this page with your signature and comments to the City Clerk as soon as possible

Department	Signature of Approval	Date	Staff Comments
Public Works	_____	_____	_____
Fire Department	_____	_____	_____
Police Department	_____	_____	_____
Administration	_____	_____	_____

**CITY OF ST. ANTHONY VILLAGE
STATE OF MINNESOTA**

RESOLUTION 21-040

**RESOLUTION TO APPROVE CAR WASH HOSTED BY ST. ANTHONY GIRLS GOLF
ON APRIL 24TH, 2021 FROM 10 AM TO 2 PM IN THE COMMUNITY CENTER
PARKING LOT**

WHEREAS, The head coach for St. Anthony Girls Golf has submitted a special event permit to use city property for a car wash on April 24, 2021; and

WHEREAS, City staff has reviewed the request and finds it to be acceptable.

THEREFORE, BE IT RESOLVED, the City Council of the City of St. Anthony Village approves the request for the St. Anthony Girls Golf to host a car wash in the Community Center parking lot on April 24, 2021 from 10 AM to 2 PM.

Adopted this 13th day of April, 2021.

Randy Stille, Mayor

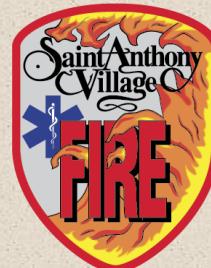
ATTEST: _____
Nicole Miller, City Clerk

Review for Administration: _____
Charlie Yunker, City Manager

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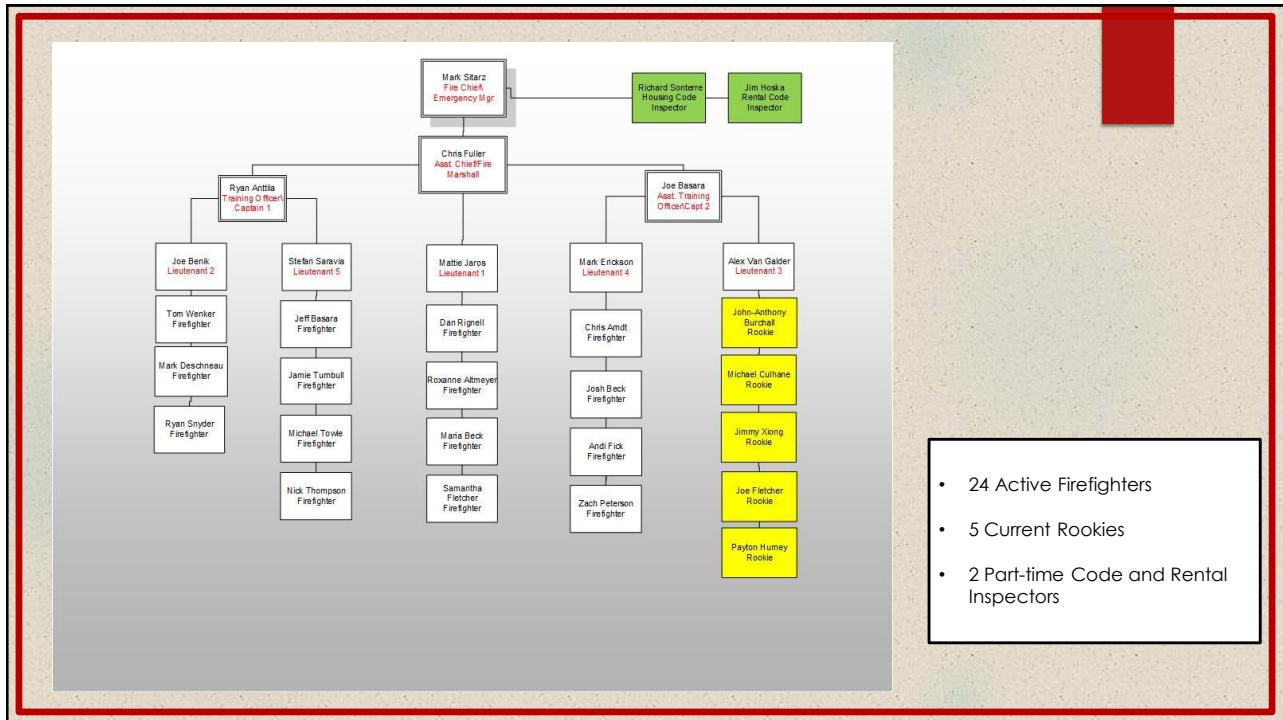
St. Anthony Fire Department

2020 Annual Report



Fire Department Divisions



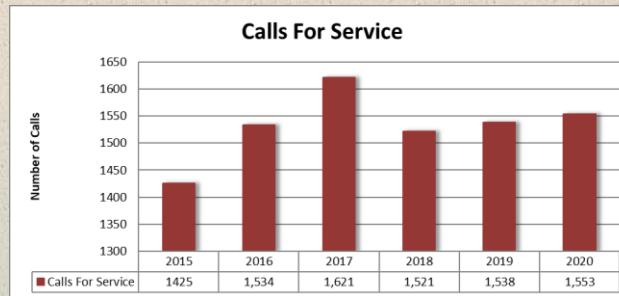


Operations

PERSONNEL
CALL RESPONSE
VEHICLES
EQUIPMENT
COMMUNICATIONS

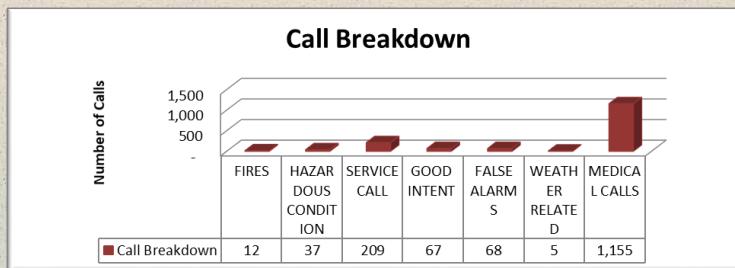


Total Calls For Service



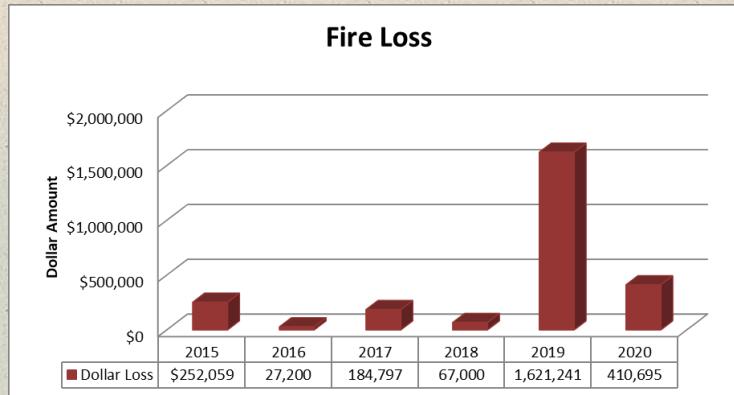
2001 – “901” (Calls) 2020 – “1553” (Calls)
72.36% Increase

Call Breakdown



Medical Calls – 74.37%
Fire/Other - 25.63%

Dollar Loss from Fire



Fire Investigations



- Basement Fire
- Garage Contents Fire
- Shed Fire
- Kitchen Fire
- Business Fire
- Vehicle Fire



Operations Summary



Average Patient Age: 69.96 years

Average Response Time:
2 minutes 32 seconds



Training

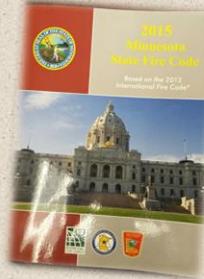


OSHA Mandate 24 hours annually
SAFD Average in 2020: 135 hours
Department Wide: 4038 hours

Fire Inspections

Inspections Performed: 144
Total Hours: 126.82

High Hazard Occupancies
Assembly
General Business
Apartments
Preplanning



Fire Marshal



Chris Fuller
Fire Marshal
Duties:
Total Hours: 200

Correspondence
Training
Research
Plan Review



Fire Prevention\Public Education

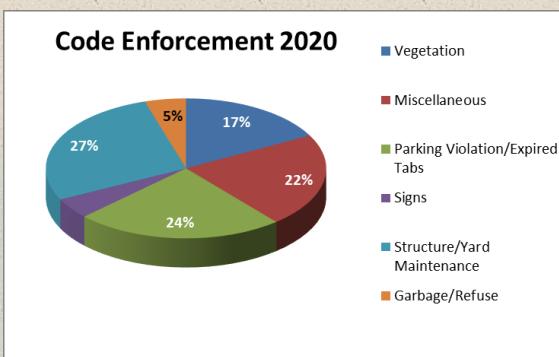
Members of the Public Received our Message

Hours Documented

- School Visits
- Open House
- CPR
- Severe Weather
- Fire Extinguishers
- First Aid
- Home Safety Surveys



Code Enforcement - Housing



Total Complaints - 337

Code Enforcement - Rental

189 Rental\Reinspections

Rental Units Total Citywide:
1622

<i>Single Family:</i>	45
<i>Duplex:</i>	23
<i>Triplex:</i>	0
<i>Mobile Homes</i>	17
<i>Condos:</i>	6
<i>Townhomes:</i>	10
<i>Apartment Complexes:</i>	14
<i>(1530)</i>	



Emergency Management

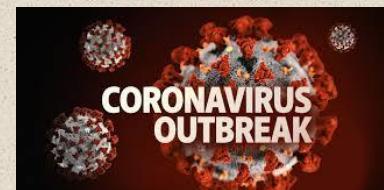
Preparedness

Mitigation

Response

Recovery

- Hennepin County
- Ramsey County
- HSEM



St. Anthony Fire Department Policy

Title: Procedures and Response during COVID-19

Effective Date: 3/13/2020

Issued by: Mark Sitarz, Fire Chief
Chris Fuller, Assistant Fire Chief

Purpose and Scope

This policy provides guidance for procedures for response during the current Covid-19 event. Hennepin EMS has a 3 level response matrix that we will use as a reference for our response to medical calls in St. Anthony. There will also be some changes in procedures for disinfecting equipment and for personal disinfecting.



Committed to Serve



Questions?

Header: Department - Fire Department

Header: Home | Department - Fire Department

Header: Fire Department

Header: Our Services

Header: The Fire Department provides the suppression, emergency response of the EMT level and medical emergency services, fire investigation, fire prevention, fire inspection, fire code enforcement, fire prevention and education, and administers the City's disaster response programs and the City Code Enforcement program. In addition to our day to day response, the Fire Department is a member of the St. Anthony Fire Department's Disaster Mitigation Response Team. That team is made up of firefighters trained in the hazard mitigation process and the ability to respond to emergencies incident to the participating cities or when requested by another entity for mutual aid.

Header: Each year the fire department responds to over 1,300 calls including fires, medical emergencies, automobile accidents and mutual aid to other communities.

Header: Staff

Header: The St. Anthony Fire Department is a combination paid-on-call and full-time department with 21 paid-on-call personnel and 12 full-time personnel. On-call 24 hours a day, the department is made up of seven full-time personnel and 21 paid-on-call personnel.

Header: [Fire Department Annual Reports](#)

Header: [Code Enforcement FAQs](#)

Header: [Hiring Criteria](#)

Header: [Public Education](#)

Header: [Recruitment Fairs](#)

Header: [Report a Code Violation](#)

Header: [Resident Emergency Information Form \(PDF\)](#)

Header: [Sign up for Notifications](#)

Header: [Agendas & Minutes](#)

Header: Contact Us

Header: 

Header: **Mark Sitarz**
Fire Chief
Email: Mark.Sitarz@savmn.com
Phone: 612 782 3401

Website:

www.savmn.com



Mark.Sitarz@savmn.com
612 782 3401

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REQUEST FOR COUNCIL CONSIDERATION

Meeting Date: April 13, 2021

Elections Services Agreement with Ramsey County Elections for 2021 through 2026

OVERVIEW:

In front of you this evening is an agreement between Ramsey County, St. Anthony-New Brighton School District and the City of St. Anthony for Elections Services in 2021 -2026. Staff recommends approval.

We currently contract with Ramsey County for election services and wish to continue. Attached is a draft agreement for contracting election services for the entire City through Ramsey County.

In order to be consistent amongst all the contracted cities, Ramsey County will now handle all in person absentee voting. Ramsey County will provide in person absentee voting locations for St. Anthony voters.

The significant change the residents will experience is, in-person absentee voting will no longer occur at City Hall. Voters will still have the same options for voting, including: voting absentee by mail, voting in person absentee at a Ramsey County early voting center, and voting on election day at their St. Anthony voting precinct.

Below are prices for 2021 through 2022:

City share – \$57,960.00

School district share – \$3,845.33

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Agreement Between Ramsey County, the City of St. Anthony Village and ISD #282 for Election Services

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN (“County”), the City of St. Anthony Village (“City”), and the St. Anthony-New Brighton School District, Minnesota Independent School District #282 (“School District”) for the provision of election services by the County (“Agreement”).

1. Term

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 (“Initial Term”), unless earlier terminated pursuant to the provisions of this Agreement.

2. Renewal and Termination

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

3. General Agreements

- a) This Agreement only applies to regularly scheduled elections.
- b) The County will conduct all special elections required by law during the term of this Agreement on behalf of City and School District. The costs of all special elections that are not held concurrently with a regularly scheduled State, County, City or School District election will be billed to the City and School District for the actual cost realized to conduct a special election. The City and School District will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City, School District or state election.
- c) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- d) The costs for Recounts for City elections will be billed separately from this Agreement for the actual costs realized.
- e) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.

4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and School District and all election-related duties of the City and School District specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City and School District according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City and School District based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
 - i) Program, layout, approve, and print the ballots for all City and School District elections.
 - j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
 - k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
 - l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.

- m) Provide election-related information on the County web site relating to City and School District elections.
- n) Conduct recounts for City and School District offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

5. City & School District Responsibilities

The City and School District will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City and School District election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.

- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- f) Provide recruitment information about serving as an election judge within City and School District and on the School District and City's website.
- g) Provide the title and text of City or School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205.16 subd.4 or 205A.05, subd. 1
- h) As needed, identify new locations the City or School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City or School District in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

6. Office Space and Equipment Storage

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

7. Costs and Payment

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City and School District in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services billed to the City for Regular Elections for the 2021-2022 calendar years will be \$57,960.00. The cost of election services billed to the School District for Regular Elections for the 2021-22 calendar years will be \$3,845.33. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City and School District no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, City or School District legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City and School District of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

8. Voting Systems

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

9. Insurance

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

10. Indemnification

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

11. Data Practices

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

12. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

13. Dispute Resolution

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

14. Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

15. Legal Representation

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

16. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City or School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City or School District.

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

[signature page follows]

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: _____
Toni Carter, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____
Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approval recommended:

By: _____
David Triplett
Elections Manager

Approved as to form:

By: _____
Assistant County Attorney

CITY OF SAINT ANTHONY VILLAGE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

INDEPENDENT SCHOOL DISTRICT 282

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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**CITY OF SAINT ANTHONY VILLAGE
STATE OF MINNESOTA**

RESOLUTION 21-041

**A RESOLUTION APPROVING THE AGREEMENT WITH RAMSEY COUNTY FOR
ELECTION SERVICES 2021-2026**

WHEREAS, the City of Saint Anthony Village currently contracts with Ramsey County for election services; and

WHEREAS, Ramsey County Elections Office specializes in providing election services to multiple other cities and school districts; and

WHEREAS, the City of Saint Anthony Village will perform the following election related duties:

- Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- Conduct the canvass of election results following every City and School District election.
- Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- Provide recruitment information about serving as an election judge within City and School District and on the School District and City's website.
- Provide the title and text of City or School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205.16 subd.4 or 205A.05, subd. 1
- As needed, identify new locations the City or School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- Draft, schedule, and approve all resolutions required of the City or School District in Minnesota Election Law to administer elections.
- Designate a person who will be the principal contact for the County.

WHEREAS, the City of Saint Anthony Village and the Saint Anthony-New Brighton School District enters into an agreement with Ramsey County for election services 2021 through 2026.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Saint Anthony Village hereby approves the agreement for election services with Ramsey County.

Adopted this 13th day of April, 2021.

Randy Stille, Mayor

ATTEST: _____
Nicole Miller, City Clerk

Review for Administration: _____
Charlie Yunker, City Manager

City of Saint Anthony Goals Chart

2021

STRATEGIC INITIATIVES



ENVIRONMENTAL STEWARDSHIP

QUALITY INFRASTRUCTURE

ROBUST TECHNOLOGY

QUALITY HOUSING & COMMERCIAL/ INDUSTRIAL BUSINESSES

WELCOMING "VILLAGE"

SAFE, SOUND & PROGRESSIVE COMMUNITY

GOALS

Build and Cultivate Environmental Responsibility

	ACTION STEPS	RESPONSIBILITY	COMMENTS
	Continue Phosphorus Reduction Initiative	PWD, ENG	
	Continue Silver Lake Clean Up (delist)	PWD, ENG	
	Continue a rain barrel & rain garden workshop	PWD	Provided online sign up to purchase rain barrels, in 2021 we had 15 rain barrels available and sold all of them within a couple of days
	Maintain highest Greenstep Cities status	PWD	
	Promote Water Conservation	PWD	City adopted Mayor's Water Challenge resolution
	Continue solar garden participation & explore expansion	CY, SG	Both Wright and Sherburne County solar gardens are operational
	Explore alternate energy ideas/vehicles	CY, PWD, ENG, SG	Monitoring available grant programs
	Explore organics w/next Organized Collection Contract	CY, NM	Included in RFP in next organized collection contract
	Continue Fix-it Clinic & TechDump	NM, PWD	Scheduled for October 9, 2021
	Maintain Tree City Certification	PWD	Received 2020 Tree City Recognition in March 2021
	Comply with MPCA MS4 Phase 2	PWD, ENG	

Maintain and Enhance Infrastructure

	ACTION STEPS	RESPONSIBILITY	COMMENTS
	Manage 5G expansion	CY, PWD, ENG, SG	
	Complete 2021 street and utility project	PWD, ENG	
	Continue accessible pedestrian signals (APS)	PWD, ENG	
	Explore traffic safety re-alignments, i.e. "road diets"	PWD, ENG	Kenzie & Stinson on Hennepin County CIP & 37th on Ramsey County TIP
	Continue LED Lighting upgrades city-wide	PWD	Reviewing tennis courts, Council Chambers. City Hall area completed
	Review adequacy, function & size of public facilities	All	FD evaluating adding office space for Assistant Chief and Shift Officers
	Explore sanitary sewer Inflow & Infiltration reduction policy	SR, PWD, ENG	In discussions with Met Council regarding MOU related to surcharge program. Will work with Met Council on advancing additional I & I reduction programs
	Monitor Mpls Park Board Grand Rounds planning	CY, PWD, ENG, SG	
	Explore reuse of sump pump water	PWD, ENG	
	Water Tower and Ground Storage Facility Maintenance	PWD, ENG	
	Explore grant for electric vehicle charging stations	PWD, ENG	

Foster & Encourage Civic Engagement

	ACTION STEPS	RESPONSIBILITY	COMMENTS
	Support Police Department Strategic Initiatives	JM	
	Continue Support of Family Services Collaborative initiatives	All	
	Expand online city services on website	All	Online sign up for Clean Up day to help with billing
	Participate in Night to Unite	JM	
	Expand innovative community engagement & gathering opportunities	All	Setting up meeting with Faith Community Leaders
	Review Community Academy model for enhancement & attracting diverse attendees	ALL	
	Continue youth engagement activities	CY, NM	Commission student liaisons are placed
	Build upon existing engagement with community organizations	ALL	Code Enforcement partnered with Community Services to conduct pollinator garden seminar
	Encourage community to engage with City commissions	CY, NM	

Create & Maintain Healthy Neighborhoods

	ACTION STEPS	RESPONSIBILITY	COMMENTS
	Implement Race & Equity Plan	CY	Membership in National GARE. GARE Team meeting regularly. Participating in Welcome Initiative w/ISD282 & Kiwanis.
	Continue to conduct Council Tour of City	All	
	Ensure city code reflects sustainability initiatives	CY, SG	
	Conduct local Business Retention & Expansion program	CY	
	Explore redevelopment of city-owned property	CY	Continued discussions for both the former bowling alley site (2654 Kenzie) and gas station/strip mall (3803 Stinson)
	Enhance Mental Health Awareness & Resources for staff	All	All FD personnel have done or are scheduled for Check Up From The Neck Up
	Explore use of administrative citations for code enforcement	MS	Potential worksession topic in the future
	Evaluate services/ policies/procedures through equitable lens	ALL	
	Improve welcoming of new residents to St. Anthony Village	CY, NM	
	Monitor land use changes for changing market conditions	ENG, SG	

Communicate Transparently & Effectively

	ACTION STEPS	RESPONSIBILITY	COMMENTS
	Build & Implement comprehensive communication plan to tell our story	CY, NM	Draft communication plan in progress
	Enhance sustainability tour online/mobile map	NM, ENG	Completed update for web based on-line
	Continue Coffee with the Council	CY	
	Enhance use of imagery & videos in city communications	ALL	
	Explore Options for Mass Emergency Communications	MS	Research of appropriate solutions is ongoing.
	Foster engagement and relationships with rental communities "neighborhoods"	All	
	Implement enhancements to city newsletter	NM, JK	
	Consider changing official newspaper & notification avenues	CY, NM	Worksession topic in the future
	Explore use of community surveys to help inform decisions	CY, NM	Worksession topic in the future

Ensure a Safe & Secure Community

ACTION STEPS		RESPONSIBILITY	COMMENTS
Continue operational audits of police officer body cameras		All	Monthly internal audits conducted. Bi-annual audit presented April 13th
Continue public safety community outreach opportunities		JM	
Explore pedestrian & bike friendly routes		PWD, ENG	
Continue traffic studies on major roadways & intersections		PWD, ENG	
Patient follow-up after critical incidents		MS	COVID restricts access to hospitals, conducting phone calls as temp. measure
Participate in public safety joint mental health initiatives		JM	Community social worker implemented with NYFS
Foster connection to mental health services for residents with existing resources		CY, NM	Mental health resources page added to the City website
Upgrade Police Department Records Management System		JM	
Explore Fire Department Medical Skillset Expansion		MS	

Increase & Maintain Fiscal Strength

ACTION STEPS		RESPONSIBILITY	COMMENTS
Track grant outcomes & new opportunities		All	1st Quarter-\$13,356.91
Maintain cooperative ventures with other entities		All	Discussions with Doran and Sterling regarding city assuming certain Salo Park maintenance responsibilities
Plan 2022 levy and street improvement program		SR	Debt levy discussed at 3/9 work session.
Support professional development		CY, HR	Postponed due to COVID
Review staffing, compensation, and organizational structure		CY, HR	Currently in process of hiring Public Works Director
Expand sharing of major equipment items with other governmental entities		PWD, JM, MS	Discussions with MWMO on servicing pumps
Compile existing tools into long-term financial plan (Budget, Peak to Plateau, CIP, etc.)		SR	Updated long term street reconstruction plan to include a gap year every third year
Review and Update the General Fund fund balance policy		SR	Discussed at Council and staff Goal Setting, will bring to future council meeting for approval

KEY

CC - City Coun	SR - Shelly Rueckert	JK - Janet Kimmel
CY - Charlie Yu	MS - Mark Sitarz	JM - Jon Mangseth
NM - Nicole N	ENG - Justin Messner	ML - Mike Larson
HR	SG - Steve Grittman	PWD

FUTURE COUNCIL AGENDA ITEMS

Date	Type	Staff Present	
2021			
April 27	Regular	2021 Street Project Public Hearing, Order Improvements, Adopt & Confirm Assessments, Award Contract for Construction, Call for Sale of GO Bonds Presentation from Nine North-Dana Healy Body Worn camera audit Accessory Buildings ordinance	City Council City Manager City Engineer
May 11	Regular	Planning Commission items from April Insurance Renewal Tort Limits - Consent Order 2022 Feasibility Study	City Council City Manager City Engineer
May 25	Regular	Salo Park Concert Series Chamber of the Year and Business of the Year Finance Annual Report	City Council City Manager Finance Director
June 8	Regular	Planning Commission Items from May Welcome Initiative	City Council City Manager
June 22	Regular	Audit Presentation	City Council City Manager Finance Director
July 13	Regular	Planning Commission items from June Quarterly Donations & Grants Quarterly Goals update Spirit of St. Anthony Award	City Council City Manager
July 27	Regular	Liquor Operations Mid Year Report VillageFest Presentation Quarterly Goals Update Wyland Mayor's Water Challenge Night to Unite Presentation Night to Unite Proclamation	City Council City Manager Liquor Op Mgr Police Chief
August 10	Regular	Planning Commission items from July Approve 2022 Feasibility Study and Order Plans and Specs	City Council City Manager
August 24	Regular	Budget Presentation Students in Leadership-Consent SANB #282 Presentation	City Council City Manager Finance Director
September 14	Regular	Planning Commission items from August 2022 Preliminary Operating Budget and Levy-Public Hearing Kiwanis Peanut Day Union Contracts	City Council City Manager Finance Director
September 28	Regular	Fire Prevention Presentation Spirit of St. Anthony Award	City Council City Manager Fire Dept

FUTURE COUNCIL AGENDA ITEMS

Date	Type	Staff Present	
October 12	Regular	Planning Commission items from September Quarterly Donations & Grants Preliminary Certification of Delinquent Waste Hauler Accounts-Consent Agenda Preliminary Certification of Delinquent Utility Accounts-Consent Agenda Quarterly Goals Update 1st Reading Water, Sewer, & Stormwater-Public Hearing	City Council City Manager
October 26	Regular	2nd Reading Water, Sewer, & Stormwater-Public Hearing Approval of CIP	City Council City Manager Finance Director
November 9	Regular	Planning Commission items from October Authorizing polling places for 2022 Final Reading and Adoption Water, Sewer, & Stormwater	City Council City Manager
November 23	Regular	Fire Prevention Poster Winners Students in Government Presentation PD Body Cam Audit Water Conservation Poster Winners 2022 Fee Schedule	City Council City Manager
December 14	Regular	Planning Commission items from November Appoint Parks and Planning Commissioners and Chair/Vice Chairs Setting Salary of City Manager Authorizing Transfers & Closing of Specified Funds Setting the 2022 City & HRA Budgets and Final Property Tax Levy -Public Hearing 2022 Street Project Approve Plans & Specifications, Authorize Advertisement for Bids Quarterly Goals update	City Council City Manager Finance Director City Engineer
December 28	Regular		City Council City Manager
2022			
January 11	Regular	Planning Commission items from December Housekeeping Resolutions Resolution for the Street Improvement Bond Reimbursement Quarterly Donations & Grants	City Council City Manager
January 25	Regular	Public Works Snow Plowing Operations presentation NYFS Agreement Outside Orgs-Council	City Council City Manager
February 8	Regular	Planning Commission items from January Public Hearing-Budget Calendar and Process 2022 Planning Commission Work Plan- (motion only)	City Council City Manager Finance Director
February 22	Regular	Administration Annual Report GreenCorp Member application-resolution Adoption of Strategic Plan Liquor Annual Report	City Council City Manager Liquor Op Manager

FUTURE COUNCIL AGENDA ITEMS

Date	Type		Staff Present
March 8	Regular	Planning Commission Items from February Liquor License Renewals Public Works Annual Report 2022 Parks and Environmental Commission Work Plan- (motion only)	City Council City Manager Public Works Director
March 22	Regular	Police Annual Report Wyland Water Challenge 2022 Street Project Call for Hearing on Improvements, Call for Hearing on Assessments, Order Preparation of Assessment Call for sale of bonds	City Council City Manager Police Dept City Engineer
April 12	Regular	Planning Commission Items from March Quarterly Donations & Grants Fire Annual Report Arbor Day Proclamation Earth Day Proclamation Quarterly Goals Update	City Council City Manager Fire Dept