



www.cityofstjoseph.com

CITY OF ST. JOSEPH

St. Joseph City Council
January 20, 2026
6:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/85934223635?pwd=RMIMCTMUqxytpabmBOo1mPCNn1zvdk.1>

Meeting ID: 859 3422 3635 Passcode: 638989

1. 6:00 PM Call to order - Pledge of Allegiance
2. Public Comments *Up to 3 speakers will be allowed for up to 3 minutes each to address the council with questions/concerns/comments (**regarding an item NOT on the agenda**). No Council response or action will be given/taken other than possible referral to Administration.*
3. Approve Agenda
4. Consent Agenda
 - a. Minutes – **Requested Action:** Approve the minutes of December 15, 2025, work session and January 5, 2026.
 - b. Bills Payable – **Requested Action:** Approve Check Numbers 63382-63414; ACH Accounts Payable #2400813-2400812 and Regular Payroll 1.
 - c. St. Joseph Community Center/YMCA Donations – **Requested Action:** Approve Resolution 2026-009 returning the St. Joseph Community Center/YMCA donations to the donors.
 - d. Donations – **Requested Action:** Approve Resolution 2026-008 accepting donations.
 - e. Payment Application 2, Lanigan Way Pedestrian Crossing – **Requested Action:** Approve application for payment 2 in the amount of \$10,289.41 to Landwehr Construction, Inc.
5. Public Improvement Hearing, 2026 Street & Utility Improvement Project
6. Sisters of St. Benedict
 - a. Future Land Use Amendment
 - b. Rezone
 - c. Preliminary Plat
7. Ordinance Amendment – 502.04 and 502.50
8. LELS 2026 Contract
9. Department Reports
10. Mayor and Council Reports/Updates
11. Adjourn

“A safe and welcoming community valuing open communication and civic trust while maintaining the enduring spirit of small-town life.”

75 Callaway Street East | Saint Joseph, Minnesota 56374
Email: cityoffices@cityofstjoseph.com | Phone: 320.363.7201 | Fax 320.363.0342

Pursuant to due call and notice thereof, the City Council for the City of St. Joseph met a workshop setting on Monday, December 15, 2025, at 5:00PM in the St. Joseph Government Center.

Members Present: Mayor Adam Scepaniak, Councilmembers Adam Schnettler, Andrew Mooney, Kevin Kluesner, Kelly Beniek

City Representatives Present: City Administrator David Murphy, Finance Director Lori Bartlett, Public Works Director Ryan Wensmann, Police Chief Dwight Pfannenstien, City Engineer Bryce Johnson, Community Development Director Nate Keller, City Clerk, Kayla Klein

Feasibility Report Presentation for the 2026 Street & Utility Improvement Project: Bryce Johnson with SEH, Inc. presented the results of the Feasibility Report for the 2026 Street & Utility Improvement Project. Acceptance of the report and calling for the public improvement hearing will be on the regular city council meeting following the work session. The improvement includes:

Street resurfacing in parts of the College Subdivision 2nd Addition (Callaway Street E), Rivers Bend Subdivision (Jade Road), MJH Subdivision (Ridgewood Court), Liberty Point Subdivision (Dale Street), Buettner Business Park Subdivision (Elm Street E, 15th Avenue NE), Borgert Industrial Park Plat 2 Subdivision (Elm Street E, 19th Avenue NE), Rennie Subdivision (19th Avenue NE), Northland Heights Subdivision (Iris Lane, 13th Avenue NE, 14th Avenue NE, Jasmine Lane E), parking lot improvements at Klinefelter Park, trail/sidewalk improvements and street resurfacing improvements in parts of the Cloverdale Estates 2nd Addition Subdivision (Baker Street), and street and utility improvements in parts of the Foxmore Hollow Subdivision (1st Avenue SW, Foxmore Way, 2nd Avenue SW), Reichls Hillside Estates subdivision (Hill Street W, 2rd Avenue SW), Morningside Acres Second Addition Subdivision (Iverson Street W, Morningside Loop).

The work session was adjourned at 5:48PM.

Kayla Klein
City Clerk

Pursuant to due call and notice thereof, the City Council for the City of St. Joseph met in regular session on Monday, January 5, 2026, at 6:00PM in the St. Joseph Government Center.

Members Present: Mayor Adam Scepianiak, Councilmembers Adam Schnettler, Andrew Mooney, Kevin Kluesner, Kelly Beniek

City Representatives Present: City Administrator David Murphy, Finance Director Lori Bartlett, Public Works Director Ryan Wensmann, Police Chief Dwight Pfannenstien, City Engineer Randy Sabart, Community Development Director Nate Keller, City Clerk, Kayla Klein

Public Comments: None

Approve Agenda: **Kluesner moved to approve the agenda; seconded by Beniek and passed unanimously.**

Consent Agenda: **Scepianiak moved to approve the consent agenda; seconded by Kluesner and passed unanimously.**

- a. Minutes – **Requested Action:** Approve the minutes of December 15, 2025.
- b. Bills Payable – **Requested Action:** Approve Check Numbers 62663-62725, Payroll & Account Payable EFT #3557-3584; ACH Accounts Payable #2400053-2400100; Regular Pay Period 26.
- c. 2026 Pay Equity Report – **Requested Action:** Approve 2026 Pay Equity Report.
- d. Payment Application #3, Final Payment – **Requested Action:** Approve the final payment application for the 2024 Street Improvement Project in the amount of \$49,740.44 to Knife River Corporation.
- e. Payment #7, CSAH 133 Roundabout – **Requested Action:** Approve the 7th payment application for the CSAH 133 roundabout/Elm St Extension in the amount of \$6,874.33.
- f. Payment #5, CSAH 2 and MN Street Roundabout – **Requested Action:** Approve the 5th payment application for the CSAH 2 and MN Street Roundabout in the amount of \$6,051.27.
- g. Quarterly Gambling Reports – **Requested Action:** Accept the 3rd quarter 2025 gambling reports.
- h. CSB/SJU Community Engagement Intern – **Requested Action:** Approve CSB Intern, Betsy Solis Rosas, as the Community Engagement Liaison Intern for the 2026 spring semester.

Nomination and Appointment of Acting Mayor for 2026: Councilmember Kluesner nominated Councilmember Beniek for Acting Mayor. **Kluesner moved to approve Councilmember Kelly Beniek as Acting Mayor for 2026; seconded by Scepianiak and passed unanimously.**

Approval of the 2026 Annual Designations, Appointments, Depositories: Mayor Scepianiak presented the 2026 appointments, designations, and depositories. **Kluesner moved to approve the 2026 annual designations, appointments, and depositories. The motion was seconded by Beniek and passed unanimously.**

YMCA Community Center: Members of the council thanked community members, members of the capital campaign committee, Greg Gack with the YMCA, Jon Ruis with Ruis Consulting for their efforts in trying to make the community center successful. Unfortunately, the city has fallen short of the fundraising goal.

Scepianiak moved to approve Resolution 2026-001 Terminating Amended and Restated Facility Lease Agreement with St. Cloud Area YMCA; seconded by Kluesner and passed unanimously.

Scepianiak moved to approve Resolution 2026-002 Terminating Contract with Ruis Consulting for Fundraising Efforts; seconded by Kluesner and passed unanimously.

Scepianiak moved to approve Resolution 2026-003 Terminating Contract Between City and HMA Architects, Ltd for St. Joseph Community Center; seconded by Kluesner and passed unanimously.

Scepianiak moved to approve Resolution 2026-004 Terminating Contract between City and W.Gohman Construction for St. Joseph Community Center; seconded by Beniek and passed unanimously.

Scepianiak made a motion authorizing staff to contact the State of MN to close the bonding award for the St. Joseph Recreation Center; seconded by Kluesner and passed unanimously.

Department Reports: None

Mayor and Council Reports/Updates: None

Adjourn: **Kluesner made a motion to adjourn the meeting at 6:14PM; seconded by Beniek and passed unanimously.**

Kayla Klein
City Clerk



STAFF MEMO

Prepared by: Lori Bartlett, Finance Director	Meeting Date: 1/20/26	☒ Consent Agenda Item ☐ Regular Agenda Item	Agenda Item # 4b
Reviewed by:	Item: Bills Payables		
Priority	N/A		

ACTION REQUESTED

Approve the bills payable as presented.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

none

PREVIOUS COUNCIL ACTION

See below

REFERENCE AND BACKGROUND

The council approved staff to make the following payments through the payroll contracts, regular monthly invoices with due dates prior to the next scheduled council meeting, or actions taken at previous council meetings. The information here is to provide you with all checks and electronic payments made for verification of the disbursement completeness.

BUDGET IMPACT

Bills Payable – Checks Mailed Prior to Council Approval

Regular Payroll 1	\$80,996.79
Payroll & Accounts Payable EFT #	\$0.00
ACH Accounts Payable #2400813 - #2400812	\$419,004.64
Check Numbers #63382 - #63401	\$87,722.45
Total	\$587,723.88

Bills Payable – Checks Awaiting Council Approval

Check Numbers - #63402 - #63414	\$88,701.45
Total	\$88,701.45

Total Budget/Fiscal Impact: \$676,425.33

Various Funds

STAFF RECOMMENDED ACTION

Approve the bills payable as presented.

SUPPORTING DATA/ATTACHMENTS

Bill listing by EFT, paid prior to council approval and awaiting to be paid upon council approval.



STAFF MEMO

Prepared by: Lori Bartlett, Finance	Meeting Date: 1-20-2026	☒ Consent Agenda Item ☐ Regular Agenda Item	Agenda Item # 4c
Reviewed by:	Item: St. Joseph Community Center/YMCA Donations		
Priority:	Was #1		

ACTION REQUESTED

Consider approval Resolution 2026-009 returning the St. Joseph Community Center/YMCA donations to the donors.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

none

PREVIOUS COUNCIL ACTION

City council terminated the St. Joseph Community Center/YMCA project on January 5, 2026. Previously, city council accepted the donations for this project.

REFERENCE AND BACKGROUND

Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council. By accepting the donations, the city is accepting the intent of the donations. The in-kind donations are estimates.

With the termination of the St. Joseph Community Center/YMCA project, the donations received will be returned to the donors. For the donations received by the YMCA and then transferred to the City of St. Joseph's project account, the amount received will be returned to the YMCA to redistribute back to the donors. For donations received directly into the City's project account, the Finance Director will return the donations back to the donors in the amounts they donated.

BUDGET IMPACT

\$762,300.00 returned to YMCA to return to donors

\$16,040.91 returned to donors by Finance

\$329,500.00 4th quarter 2025 donations received by the YMCA, not transferred to the City will be returned by the YMCA. Council has not accepted these donations; thus, they are not included in Resolution 2026-009.

STAFF RECOMMENDED ACTION

Approve Resolution 2026-009

SUPPORTING DATA/ATTACHMENTS

Resolution 2026-009 Returning Donations



RESOLUTION 2026-009

RESOLUTION RETURN ST. JOSEPH COMMUNITY CENTER/YMCA DONATION(S)

WHEREAS, The City of St. Joseph is generally authorized to accept gifts and bequests pursuant to Minnesota Statutes Section 465.03 and Minnesota Statutes Section 471.17 for the benefit of its citizens; and

WHEREAS, said Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council; and

WHEREAS, the City Council terminated the St. Joseph Community Center/YMCA project (the project) on January 5, 2026; and

WHEREAS, the following person/persons and/or entity/entities have donated cash to the project and will receive a refund in the amounts listed:

DONOR	AMOUNT	
Anonymous – 18 Donors	\$762,300.00	returned by YMCA
Anonymous – 19 Donors	\$16,040.91	returned by City

WHEREAS, the City Council directs the Finance Director to return the donations received through the St. Cloud Area Family YMCA (YMCA) back to the YMCA to distribute back to the donors; and

WHEREAS, the City Council directs the Finance Director to return the donations received directly into the St. Joseph Community Center/YMCA Sentry Bank account back to the donors.

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

1. The donations described above are unapproved with the termination of the project.
2. The Finance Department is hereby directed to issue refunds as directed to the project donors.

ADOPTED by the City Council this 20th day of January, 2026.

CITY OF ST. JOSEPH

Adam Scepaniak, Mayor

ATTEST

David Murphy, City Administrator



STAFF MEMO

Prepared by: Lori Bartlett, Finance	Meeting Date: 1-20-2026	☒ Consent Agenda Item ☐ Regular Agenda Item	Agenda Item # 4d
Reviewed by:	Item: Donations and Contributions		
Priority:	none		

ACTION REQUESTED

Consider approval Resolution 2026-008 accepting donations as presented.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

none

PREVIOUS COUNCIL ACTION

none

REFERENCE AND BACKGROUND

Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council. By accepting the donations, the city is accepting the intent of the donations. The in-kind donations are estimates.

Total Dog Park cash donations received through 12/31/25 = \$7,229 + \$1,149 for pavers and refreshments.

BUDGET IMPACT

\$13,797.80

STAFF RECOMMENDED ACTION

Accept the donations as presented in Resolution 2026-008.

SUPPORTING DATA/ATTACHMENTS

Resolution 2026-008 Accepting Donations



RESOLUTION 2026-008
RESOLUTION ACCEPTED DONATION(S)

WHEREAS, The City of St. Joseph is generally authorized to accept gifts and bequests pursuant to Minnesota Statutes Section 465.03 and Minnesota Statutes Section 471.17 for the benefit of its citizens; and

WHEREAS, said Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council; and

WHEREAS, the following person/persons and/or entity/entities has/have donated real and/or personal property as follows:

DONOR	METHOD	PURPOSE	AMOUNT
Anonymous	Cash	Disc Golf	\$2.00
Anonymous	Cash	Dog Park	\$4.00
St. Joseph Lion's Club	Cash	Klinefelter Park Zipline	\$20,000.00
St. Cloud Toyota	Cash	Seniors Twins Game Bus	\$250.00
St. Joseph Senior Citizens	Cash	St. Joseph Seniors Meetings	\$95.00

WHEREAS, all such donations have been contributed to assist the various city departments and programs as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted.
2. The Finance Department is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donors' donations.

ADOPTED by the City Council this 20th day of January, 2026.

CITY OF ST. JOSEPH

Adam Scepaniak, Mayor

ATTEST

David Murphy, City Administrator



STAFF MEMO

Prepared by: Admin/Engineering	Meeting Date: 1/20/26	☒ Consent Agenda Item ☐ Regular Agenda Item	Agenda Item # 4e
Reviewed by:	Item: Payment Application 2 Lanigan Way Pedestrian Improvements		

ACTION REQUESTED Approve payment application no. 2 in the amount of \$10,289.41 to Landwehr Construction.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION N/A

PREVIOUS COUNCIL ACTION N/A

REFERENCE AND BACKGROUND

This is payment application 2 for the pedestrian crossing improvement at College Avenue and Lanigan Way.

BUDGET IMPACT N/A

STAFF RECOMMENDED ACTION

Approve payment application no. 2 in the amount of \$10,289.41 to Landwehr Construction.

SUPPORTING DATA/ATTACHMENTS

Payment Application 2

Contract Number: STJOE 182502
Pay Request Number: 2

Project Number	Project Description
STJOE 182502	2025 Lanigan Way SW Pedestrian Crossing Improvements

Contractor: Landwehr Construction, Inc. PO Box 1086 St. Cloud, MN 56302	Vendor Number: Up To Date: 12/31/2025
--	--

Contract Amount

Original Contract	\$123,087.61
Contract Changes	\$0.00
Revised Contract	\$123,087.61

Work Certified To Date

Base Bid Items	\$119,902.05
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$119,902.05

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$10,830.95	\$119,902.05	\$5,995.10	\$103,617.54	\$10,289.41	\$113,906.95
Percent: Retained: 5%			Percent Complete: 97.41%		

Approved By: Short Elliott Hendrickson Inc.

Bryce Johnson

Date 01/08/2026

Approved By: Landwehr Construction, Inc.

Andrew Schiele

Date 1-7-26

Approved By: City of St. Joseph

Date _____

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-06-24	\$109,071.10	\$5,453.56	\$103,617.54
2	2025-12-31	\$10,830.95	\$541.54	\$10,289.41

Funding Category Name	Funding Category No.	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
STJOE 182502		\$119,902.05	\$5,995.10	\$103,617.54	\$10,289.41	\$113,906.95

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
STJOE 182502	Local	\$10,289.41	\$123,087.61	\$123,087.61	\$113,906.95

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	1	MOBILIZATION	LUMP SUM	\$15,700.00	1	0	\$0.00	1	\$15,700.00
Base Bid	2	2	TRAFFIC CONTROL	LUMP SUM	\$3,032.00	1	0	\$0.00	1	\$3,032.00
Base Bid	3	3	REMOVE SIGN	EACH	\$58.00	6	2	\$116.00	8	\$464.00
Base Bid	4	4	SALVAGE SIGN	EACH	\$58.00	3	0	\$0.00	3	\$174.00
Base Bid	5	5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.70	72	16	\$59.20	76	\$281.20
Base Bid	6	6	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$45.83	52	0	\$0.00	45	\$2,062.35
Base Bid	7	7	REMOVE CURB AND GUTTER	LIN FT	\$158.00	3	1	\$158.00	4	\$632.00
Base Bid	8	8	REMOVE CONCRETE WALK	SQ YD	\$65.50	14	0	\$0.00	11	\$720.50
Base Bid	9	9	COMMON EXCAVATION (P)	CU YD	\$607.00	5	0	\$0.00	5	\$3,035.00
Base Bid	10	10	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$292.00	1	1	\$292.00	1	\$292.00
Base Bid	11	11	AGGREGATE BASE (CV) CLASS 5	CU YD	\$154.00	22	8.4	\$1,293.60	23.4	\$3,603.60
Base Bid	12	12	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340C)	TON	\$297.60	6	0	\$0.00	6	\$1,785.60
Base Bid	13	13	TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB330C)	TON	\$297.60	6	0	\$0.00	6	\$1,785.60
Base Bid	14	14	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$11.90	4	0	\$0.00	4	\$47.60
Base Bid	15	15	6" CONCRETE WALK	SQ FT	\$26.85	162	131	\$3,517.35	281	\$7,544.85
Base Bid	16	16	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$58.35	46	10	\$583.50	50	\$2,917.50
Base Bid	17	17	TRUNCATED DOMES	SQ FT	\$116.65	22	2	\$233.30	24	\$2,799.60
Base Bid	18	18	12" CROSSWALK PREF THERMO GR IN	SQ FT	\$21.00	126	0	\$0.00	0	\$0.00
Base Bid	19	19	PAVT MSSG PREF THERMO GR IN	SQ FT	\$27.25	66	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	20	20	UNDERGROUND CABLE SPLICE	EACH	\$313.25	3	0	\$0.00	3	\$939.75
Base Bid	21	21	UNDERGROUND WIRE 1/C 4 AWG	LIN FT	\$3.25	360	30	\$97.50	390	\$1,267.50
Base Bid	22	22	UNDERGROUND WIRE 1/C 6 AWG	LIN FT	\$2.55	120	14	\$35.70	134	\$341.70
Base Bid	23	23	2" NON-METALLIC CONDUIT	LIN FT	\$8.05	100	20	\$161.00	120	\$966.00
Base Bid	24	24	VARIABLE SPEED FEEDBACK SIGN	EACH	\$13,977.00	2	0	\$0.00	2	\$27,954.00
Base Bid	25	25	SIGN PANELS TYPE SPECIAL	SQ FT	\$172.25	36	0	\$0.00	36	\$6,201.00
Base Bid	26	26	INSTALL SIGN	EACH	\$700.00	3	3	\$2,100.00	6	\$4,200.00
Base Bid	27	27	SIGN PANEL	SQ FT	\$80.90	25	0	\$0.00	25	\$2,022.50
Base Bid	28	28	PEDESTRIAN CROSSWALK FLASHER SYSTEM	SYSTEM	\$4,092.00	1	0	\$0.00	1	\$4,092.00
Base Bid	29	29	STREET LIGHT POLE FOUNDATION	EACH	\$1,940.00	1	0	\$0.00	1	\$1,940.00
Base Bid	30	30	LIGHT POLE AND LUMINAIRE	EACH	\$7,780.00	1	0	\$0.00	1	\$7,780.00
Base Bid	31	31	PEDESTAL FOUNDATION	EACH	\$1,117.00	1	0	\$0.00	1	\$1,117.00
Base Bid	32	32	PEDESTAL POLE AND BASE	EACH	\$1,321.00	1	0	\$0.00	1	\$1,321.00
Base Bid	33	33	APS PUSH BUTTON AND SIGN	EACH	\$1,565.00	2	0	\$0.00	2	\$3,130.00
Base Bid	34	34	POLE MOUNTED ADAPTORS	EACH	\$330.00	2	0	\$0.00	2	\$660.00
Base Bid	35	35	CONDUIT STUB OUT	EACH	\$105.00	1	0	\$0.00	1	\$105.00
Base Bid	36	36	FLASHER SYSTEM CABINET	EACH	\$2,390.00	2	0	\$0.00	2	\$4,780.00
Base Bid	37	37	SOLAR EQUIPMENT	EACH	\$556.00	2	0	\$0.00	2	\$1,112.00
Base Bid	38	38	INTERNAL CABLING	EACH	\$313.20	1	0	\$0.00	1	\$313.20
Base Bid	39	39	MOUNTING HARDWARE	EACH	\$313.20	1	0	\$0.00	1	\$313.20
Base Bid	40	40	SILT FENCE, TYPE MS	LIN FT	\$9.50	64	0	\$0.00	30	\$285.00
Base Bid	41	41	COMMON TOPSOIL BORROW (LV)	CU YD	\$74.60	20	20	\$1,492.00	20	\$1,492.00
Base Bid	42	42	SEEDING	ACRE	\$1,190.00	0.2	0.02	\$23.80	0.02	\$23.80
Base Bid	43	43	SEED MIXTURE 25-151	POUND	\$12.00	80	24	\$288.00	24	\$288.00
Base Bid	44	44	HYDRAULIC MULCH MATRIX	POUND	\$0.90	700	0	\$0.00	0	\$0.00
Base Bid	45	45	HYDRAULIC MATRIX TYPE BFM	POUND	\$4.75	700	80	\$380.00	80	\$380.00
Totals:								\$10,830.95		\$119,902.05

Contract Total	\$119,902.05
-----------------------	---------------------



STAFF MEMO

Prepared by: City Clerk/Engineering	Meeting Date: 1/20/26	☐ Consent Agenda Item ☒ Regular Agenda Item	Agenda Item # 5
Reviewed by: City Administrator	Item: Public Improvement Hearing – 2026 Street & Utility Improvements		

ACTION REQUESTED

Open the public hearing, allowing anyone present the opportunity to speak.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION N/A

PREVIOUS COUNCIL ACTION

Council was presented the results of the Feasibility Study on December 15th. Council accepted the report and called for the improvement hearing to be on January 20th.

REFERENCE AND BACKGROUND

Local improvements are regulated through the 429 process which includes two public hearings and a series of resolutions. The first hearing is the public improvement hearing and is based on the merits of the project, not specific assessment amounts. Public Hearing notices were sent to all impacted property owners and the hearing notice was published twice as required by State Statute.

SEH, Inc. will provide an overview of the project and provide specifics on each of the locations within the project scope.

BUDGET IMPACT N/A

STAFF RECOMMENDED ACTION

Open the public hearing, allowing anyone present the opportunity to speak.

SUPPORTING DATA/ATTACHMENTS



STAFF MEMO

Prepared by: Community Development	Meeting Date: January 20 th , 2025	☐ Consent Agenda Item ☒ Regular Agenda Item	Agenda Item #'s 6a, 6b, 6c
Reviewed by:	Item: 6a – Sisters of St. Benedict Future Land Use Amendment 6b – Sisters of St. Benedict Rezone 6c – Sisters of St. Benedict Preliminary Plat		

ACTIONS REQUESTED

6a – Approval of resolution 2026-005 approving the Finding of Fact for the Future Land Use Amendments

6b – Approval of resolution 2026-006 approving the Finding of Fact for Rezoning

6c – Approval of resolution 2025-007 approving the Final Plat

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

Planning Commission recommended approval of the Future Land Use Amendments, Rezone and Preliminary Plat unanimously at their January 12th meeting (5-0).

Public hearing was conducted at the January 12th meeting. No one spoke at the hearing, and no written comments were received.

PREVIOUS COUNCIL ACTION None

REFERENCE AND BACKGROUND

GENERAL BACKGROUND

The Sisters of St. Ben's are developing plans for a new Monastery that would consolidate housing, monastery, chapel, and related functions into a single building. The proposed building would be located across multiple parcels. This necessitates a re-plat and straightening out of zoning designations, as buildings cannot span lot lines and one lot cannot be under multiple zoning designations.

To accommodate the project, several existing outlots would be combined into one parcel, triggering rezoning actions and amendments to the Comprehensive Plan Future Land Use map due to differing existing zoning classifications. The proposed access to the Monastery would align with 6th Avenue NW to the north.

The rezoning and future land use plan amendments would place the parcel entirely within the Educational and Ecclesiastical zoning district. The combined area of the affected parcels is approximately 253 acres. The total lots would go from the existing 7 lots into 1 contiguous lot.

EXHIBIT A
Existing Lots and Legal Descriptions

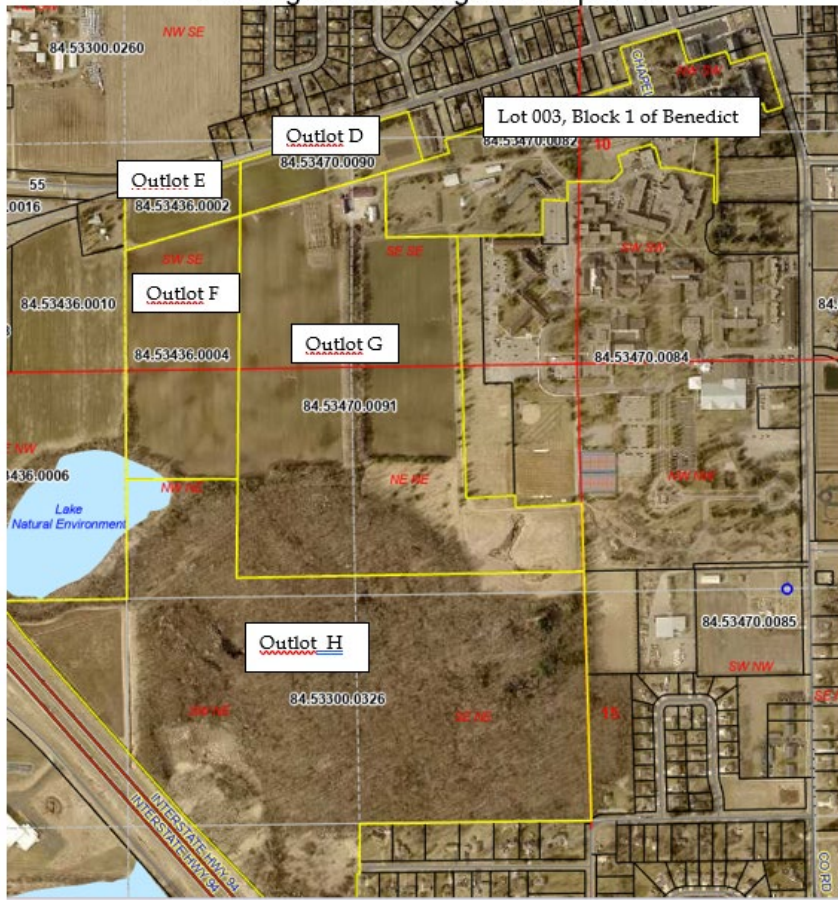


Table showing Rezoning and Future Land Use Amendment proposal

Current Description	Proposed Description	Current Zoning	Proposed Rezoning	Current Future Land Use Guidance from Comprehensive Plan	Proposed Future Land Use Guidance
Lot 003, Block 001 of Benedict Plat	Lot, 001, Block 001 of Benedict Second Addition	Educational and Ecclesiastical	No change	Educational	No change
Outlot D	Incorporated into Lot 1, Block 1 of Benedict Second Addition	R-1 Single Family	Educational and Ecclesiastical	Community Oriented Mixed Use	Educational
Outlot E	Incorporated into Lot 1, Block 1 of Benedict Second Addition	B-3 General Business	Educational and Ecclesiastical	Community Oriented Mixed Use	Educational
Outlot F	Incorporated into Lot 1, Block 1 of Benedict Second Addition	B-3 General Business	Educational and Ecclesiastical	Community Oriented Mixed Use	Educational
Outlot G	Incorporated into Lot 1, Block 1 of Benedict Second Addition	Educational and Ecclesiastical	No change	Educational, Public, and Community Oriented Mixed Use	Educational
Outlot H	Incorporated into Lot 1, Block 1 of Benedict Second Addition	Rural Residential	Educational and Ecclesiastical	Public	Educational

And lot 004

6a Future Land Use Amendments

Outlots D, E, F, G, and H are proposed to change to Future Land Use guidance of “Educational”. This amendment keeps the future land use guidance under one guidance category in order to support the re-plat of these lots into one contiguous lot.

6b Rezone

Outlots D, E, F, and H are proposed to be rezoned from their current zoning designations to the zoning designation of “Educational and Ecclesiastical”. These rezones are needed to place the newly formed lot into one zoning category.

6c Preliminary Plat

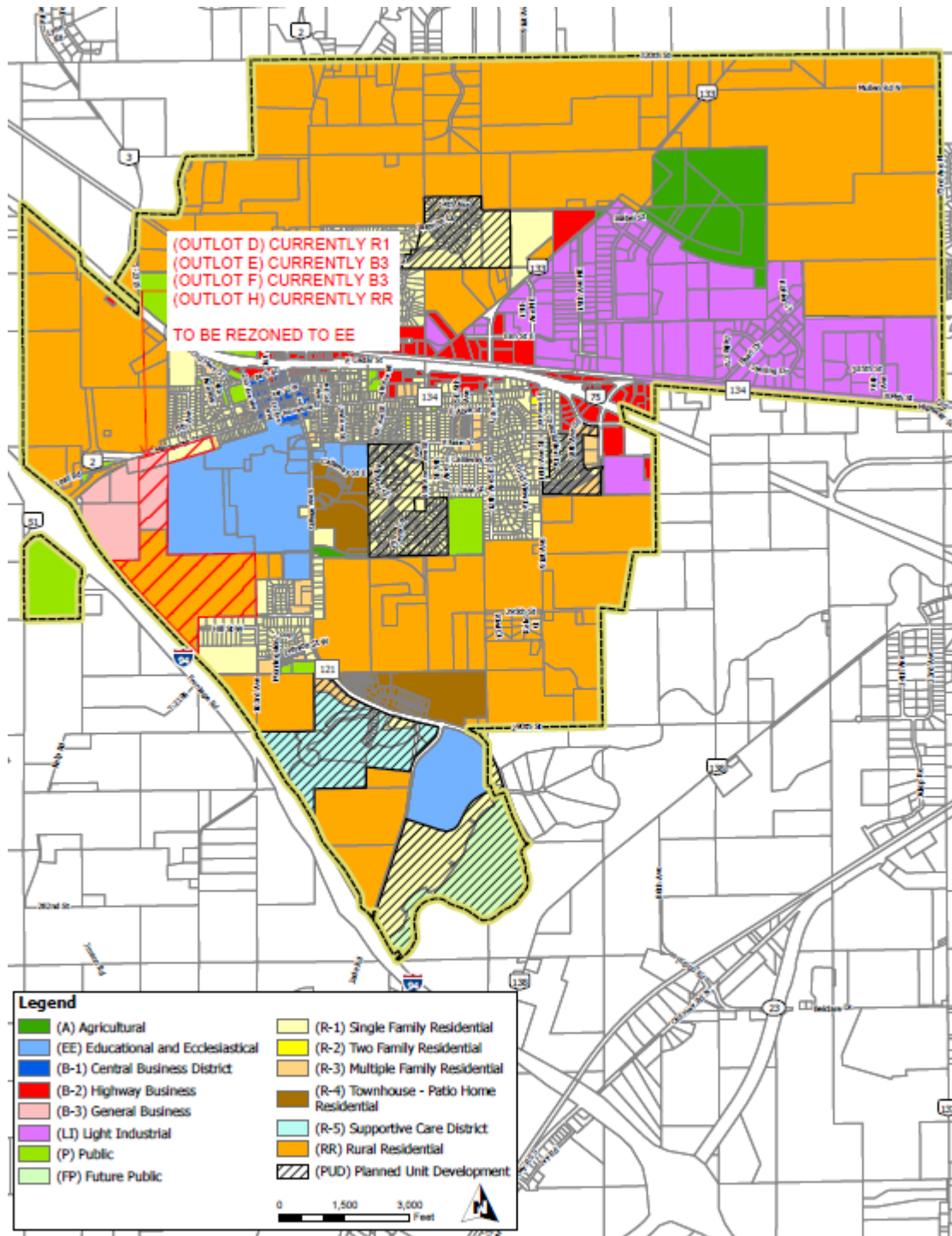
The Preliminary Plat depicts all the subject lots as one contiguous lot totaling over 253 acres. The Preliminary Plat is the first step in the re-plat process. Once acted on and approved the applicant will come back with a Final Plat request which will transition all the subject lots into one contiguous lot.

BUDGET IMPACT N/A

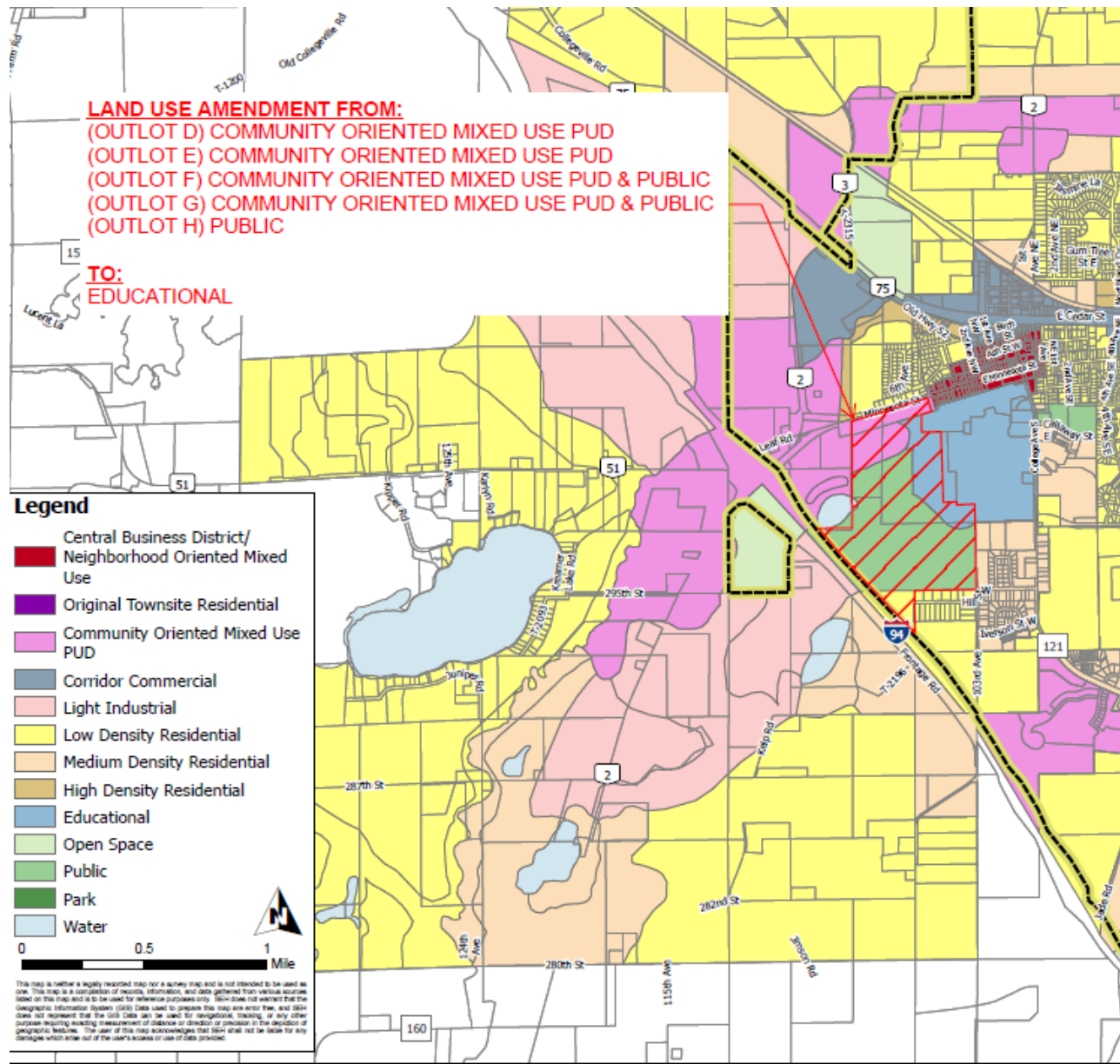
SUPPORTING DATA/ATTACHMENTS

Preliminary Plat Resolution
Future Land Use Resolution
Rezone Resolution
Preliminary Plat application
Rezone and Future Land Use Exhibits
Preliminary Plat Exhibits

Zoning Exhibits



Future land use map







RESOLUTION 2026-005
ADOPTING FINDINGS OF FACT FOR A
RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO THE
FUTURE LAND USE MAP

WHEREAS, the City of St. Joseph received an application from the Sisters of the Order of Saint Benedict for the request to amend the Future Land Use map for the properties identified in Exhibit A (“Subject Properties”); and

WHEREAS, the purpose of the request is to facilitate a re-plat of the subject properties for the subject properties to be combined into one singular lot; and

WHEREAS, on January 12th, 2026, the St. Joseph Planning Commission held a public hearing and reviewed the request and recommended approval; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA, that it approves the application to amend the Comprehensive Plan land use map to reclassify the future land use of the Subject Properties as follows:

Outlot D – from Community Oriented Mixed-Use PUD to Educational

Outlot E – from Community Oriented Mixed-Use PUD to Educational

Outlot F – from Community Oriented Mixed-Use PUD to Educational

Outlot G – from a mixture of Educational, Public, and Community Oriented Mixed-Use PUD to Educational

Outlot H – from Public to Educational

IN ADDITION THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA, finds the following facts:

1. That the Sisters of the Order of Saint Benedict, hereinafter referred to as “Applicant,” and “owner” properly applied for the Future Land Use amendment for the Subject Properties.
2. That the surrounding properties to the North, West, South, and East are guided for the following designations:
North – Low Density Residential
South – Low Density Residential
East – Educational and Medium Density Residential
West – Community Oriented Mixed-Use PUD
3. That the purpose of the land use amendment is to make the land use map and zoning designation consistent and conforming and to facilitate a consolidation of the subject properties into one contiguous lot.

4. That the approval of this resolution will result in the Future Land Use map being amended to reflect the change in the subject parcels Zoning guidance.

5. That the amendment will provide adequate transition between the Educational and Ecclesiastical districts and neighboring residential districts.

6. That the amendment supports goals outlined in the St. Joseph Comprehensive Plan as follows:

Land Use, Goal 3: Promote Sustainable Development

Strategy 3.4: Protect and enhance natural resources, such as rivers, lakes, wetlands, woodlands, and wildlife habitat as growth occurs in suburban and rural areas.

The proposed amendments transition the potential development of the subject properties from more intense uses like Community Oriented Mixed Use to a less intense use. This shift in intensity allows for more preservation of the land and resources and less development. The plan for the property also includes sustainable initiatives like the utilization of alternative energy sources such as solar within the site.

THIS RESOLUTION IS CONDITIONED ON:

THE SUBJECT PROPERTIES BEING FINAL PLATTED, AND REZONED, AND THE FINAL PLAT AND REZONE BEING EXECUTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA.

Whereupon said resolution was declared duly passed and adopted by the St. Joseph City Council this 20th day of January, 2026.

CITY OF ST. JOSEPH

Adam Scepaniak, Mayor

ATTEST

David Murphy, City Administrator

Document drafted by:
City of St. Joseph
75 Callaway St E
St. Joseph, MN 56374

EXHIBIT A – SUBJECT PROPERTIES

Existing Legal Description:

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

Proposed Legal Description (of Final Plat)

Lot 001, Block 001 of Benedict Second Addition

DRAFT



RESOLUTION 2026-006
RESOLUTION ADOPTING FINDINGS OF FACT RELATED TO A REZONING REQUEST
FOR MULTIPLE PROPERTIES AS SUBMITTED BY THE SISTERS OF THE ORDER OF
SAINT BENEDICT

WHEREAS, the City of St. Joseph received an application from the Sisters of the Order of Saint Benedict for the request to rezone subject properties identified in Exhibit A (“Subject Properties”); and

WHEREAS, on January 12th, 2026, the St. Joseph Planning Commission held a public hearing and reviewed the Rezoning requests and recommended approval; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, STEARNS COUNTY, STATE OF MINNESOTA, finds the following facts:

1. That the Sisters of the Order of Saint Benedict hereinafter referred to as “Applicant,” and “owner” properly applied for the rezoning for the Subject Properties.
2. That the requested rezoning designation for the Subject Properties are described below:

Present lot description	Proposed rezoning
Outlot D	Educational and Ecclesiastical
Outlot E	Educational and Ecclesiastical
Outlot F	Educational and Ecclesiastical
Outlot G	No Change from current Zoning
Outlot H	Educational and Ecclesiastical

3. That the future land use plan within the City of St. Joseph Comprehensive Plan has been amended so that the Future Land Use map matches the request and is in compliance with the rezoning request.

4. That the surrounding properties are zoned as:

North – R-1 Single Family
South – R-1 Single Family
East – Educational and Ecclesiastical
West – B-3 General Business

5. That the purpose for the rezoning establishment is to make the zoning designation consistent and to facilitate the combining of the subject properties with multiple zoning designations into one contiguous parcel with one singular zoning designation.

THIS RESOLUTION IS CONDITIONED ON:

THE SUBJECT PROPERTIES BEING FINAL PLATTED AND THE FINAL PLAT BEING
EXECUTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. JOSEPH,
STEARNS COUNTY, STATE OF MINNESOTA.

Whereupon said resolution was declared duly passed and adopted by the St. Joseph City Council this 20th, day of January 2026.

CITY OF ST. JOSEPH

Adam Scepaniak, Mayor

ATTEST

David Murphy City Administrator

Document drafted by:
City of St. Joseph
75 Callaway St E
St. Joseph, MN 56374

DRAFT

EXHIBIT A – SUBJECT PROPERTIES

Existing Legal Description:

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

Proposed Legal Description (of Final Plat)

Lot 001, Block 001 of Benedict Second Addition

DRAFT



RESOLUTION 2026-007
RESOLUTION APPROVING A PRELIMINARY PLAT FOR
BENEDICT SECOND ADDITION

WHEREAS, the Sisters of the Order of St. Benedict hereafter referred to as “applicant” and “owner” have properly applied for Preliminary plat approval; and

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

WHEREAS, the proposed Preliminary Plat depicts one lot; and

WHEREAS, the St. Joseph Planning Commission held a public hearing on the Preliminary Plat on January 12th, 2026 at which time all persons wishing to be heard regarding the matter were given an opportunity to be heard; and

WHEREAS, the St. Joseph Planning Commission reviewed and recommended approval of the Preliminary Plat on January 12th, 2026; and

WHEREAS, the proposed Plat has been reviewed by the City Engineer; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ST. JOSEPH, MINNESOTA: That the Preliminary Plat of “Benedict Second Addition” be approved
with the following conditions:

1. Subject properties shall be rezoned to the proper designation of Educational and Ecclesiastical.
2. The Future Land Use map shall be amended to reflect the current rezoning and guidance of Educational and Ecclesiastical for all subject properties.
3. A Final Plat shall be submitted and approved by the City Council.

Whereupon said resolution was declared duly passed and adopted by the St. Joseph City Council this 20th day of January, 2026.

CITY OF ST. JOSEPH

By _____
Adam Scepaniak, Mayor

ATTEST

By _____
David Murphy, City Administrator

Document drafted by: City of St. Joseph 75 Callaway St E St. Joseph, MN 56374
--

Exhibit A

Existing Legal Description:

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

Proposed Legal Description (of Final Plat)

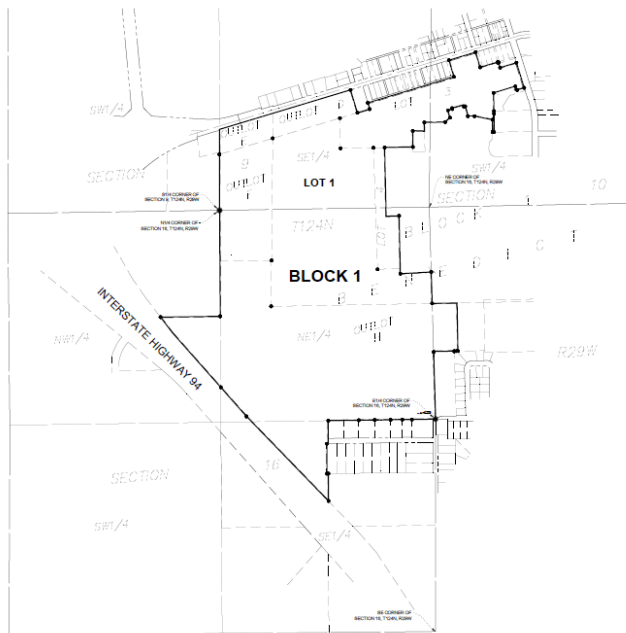
Lot 001, Block 001 of Benedict Second Addition

DRAFT

0 250 500 750 1000
feet

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEARNS COUNTY
COORDINATE SYSTEM, NAD83 (2011 AD-2)

PRELIMINARY PLAT OF



LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

1. I/We make no designation or independent search for assessments of record, encumbrances, restrictive covenants, easements, liens, or any other facts that an accurate and current search may disclose.

2. Property is Addressed: _____

3. The last visit for this survey was conducted in November, 2020.

4. The subject property is located in Assessor's and Collector's (SD) and Rural Revenue (RR) (according to the City of Saint Joseph, MO) and dated September, 2023

5. The following is the reason for this property being assessed:

a. First Visit - 2019

b. Site Visit - 2019

c. The subject site is located in or adjacent to highway in which the subject shall not be less than 30 ft.

6. Reason for this visit:

a. New construction or change of use, underground utilities (gas, water, sewer, electric, cable, etc.), and pipe lines are observed. The contractor shall contact Cooper's Data One Call before commencing excavation. Cooper's Data One Call System - 1-800-292-1189

b. This assessment is required by the City of Saint Joseph MO and is shown to the accuracy of the readings. (Should ESD/SD/RR indicate, it is not responsible for unmarked or mis-marked utilities.)

[illegible]

WARNING
LOCATION OF UNDERGROUND UTILITIES
TO BE VERIFIED BY
GOPHER STATE ONE CALL
CALL BEFORE DIGGING,
1-800-252-1166
REQUIRED BY LAW

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT HAVE BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.

DEVELOPER: SISTERS OF THE ORDER OF ST BENEDICT
OWNER: SISTERS OF THE ORDER OF ST BENEDICT
104 CHAPEL LANE
ST. JOSEPH, MN 56374
SURVEY: SHORT ELLIOTT HENDRICKSON, INC.
DANIEL J. BEMSOOM
MN REG. NO. 49892
2381 CONNECTICUT AVE. #300
SARTELL, MN 56377
NOTES: EE EDUCATIONAL AND ECCLESIASTICAL
RR RURAL RESIDENTIAL
PROJECT AREA: 11.094006 SQ FT (263.77 ACRES)
DATE OF SURVEY: NOVEMBER 2025



PHONE: 320.229.4000
1351 CONNECTICUT AVE S
SUITE 300
CARTELL, NH 03037
www.sehinc.com

SEH PHONE: 320.228.4000
3251 CONNECTICUT AVE S
SUITE 300
SARTELL, MN 56377
www.sehinc.com

December 9, 2025

City of St. Joseph Community Development Department - Planning

75 Callaway Street East St. Joseph, MN 56374

Re: Sisters of the Order of Saint Benedict New Monastery and Chapel
Land Use Amendment Narrative
HGA Commission Number 2763-004-01

To whom it may regard,

The Sisters of the Order of Saint Benedict ("the Sisters") are seeking approval to amend the land use for five outlots which are currently part of the Benedict Plat. Outlot D (currently classified as "Community Oriented Mixed Use PUD"), Outlot E (currently classified as "Community Oriented Mixed Use PUD"), Outlot F (currently classified as "Community Oriented Mixed Use PUD" & "Public"), Outlot G (currently classified as "Community Oriented Mixed Use PUD" & "Public" as well as "Educational"), and Outlot H (currently classified as "Public") would all be reclassified as "Educational" with the approval of the proposed land use amendment.

The proposed land use amendment would allow the Sisters to move out of their existing buildings into the new monastery which is smaller and more right-sized. This will have a positive impact on the local community by allowing their existing buildings to be used for dynamic educational purposes that can benefit many other groups of people. Considering that the monastery and chapel development facilitated by the proposed land used amendment will be adjacent to the College of Saint Benedict campus as well as additional properties owned by the Sisters, the intended use and condition will remain consistent with the surrounding community and properties in the immediate vicinity.

Considering that the amended land uses on the outlots would be revised from Public Space and Community Oriented Mixed Use, the proposed density of the monastery campus will likely be comparable to the expected densities of the previously planned land uses. Similarly, traffic generated by the proposed development will likely be comparable in the proposed land use condition as compared to the previously planned land uses. It could be reasonably expected that the proposed development would generate lower traffic volumes on typical weekdays and comparable traffic volumes on weekends and holidays

Sisters of the Order of Saint Benedict New Monastery and Chapel

December 19, 2025

Page 2

as compared to the previously planned land uses comprised of Community Oriented Mixed Use and Public Spaces.

Sincerely,

A handwritten signature in black ink that reads "Brad McDermid". The signature is written in a cursive, flowing style.

Brad McDermid

Civil Project Engineer

708.308.2183

Attachment(s)

Land Use Amendment Application

Land Use Amendment Exhibit

December 9, 2025

City of St. Joseph Community Development Department - Planning

75 Callaway Street East St. Joseph, MN 56374

Re: Sisters of the Order of Saint Benedict New Monastery and Chapel
Rezoning Narrative
HGA Commission Number 2763-004-01

To whom it may regard,

The Sisters of the Order of Saint Benedict ("the Sisters") are seeking approval to rezone four outlots which are currently part of the Benedict Plat. Outlot D (currently zoned R1 – Single Family Residential), Outlot E (currently zoned B3 – General Business), Outlot F (currently zoned B3 – General Business), and Outlot H (currently zoned RR – Rural Residential) would all be rezoned to EE – Educational and Ecclesiastical with the approval of the proposed rezoning.

The proposed rezoning would allow the Sisters to move out of their existing buildings into the new monastery which is smaller and more right-sized. This will have a positive impact on the local community by allowing their existing buildings to be used for dynamic educational purposes that can benefit many other groups of people.

Considering that the monastery and chapel development facilitated by the proposed rezoning will be adjacent to the College of Saint Benedict campus as well as additional properties owned by the Sisters, the intended use and condition will remain consistent with the surrounding community and properties in the immediate vicinity.

The proposed rezoning is also generally consistent with the adjacent Educational land uses for the Saint Benedict Campus in the City of St. Joseph's Land Use Plan. A Land Use Amendment Application is being submitted for review concurrently with the proposed rezoning to amend the land use of the outlots identified from their current designations to Educational.

Sisters of the Order of Saint Benedict New Monastery and Chapel

December 19, 2025

Page 2

Sincerely,

A handwritten signature in black ink that reads "Brad McDermid". The signature is written in a cursive, flowing style.

Brad McDermid

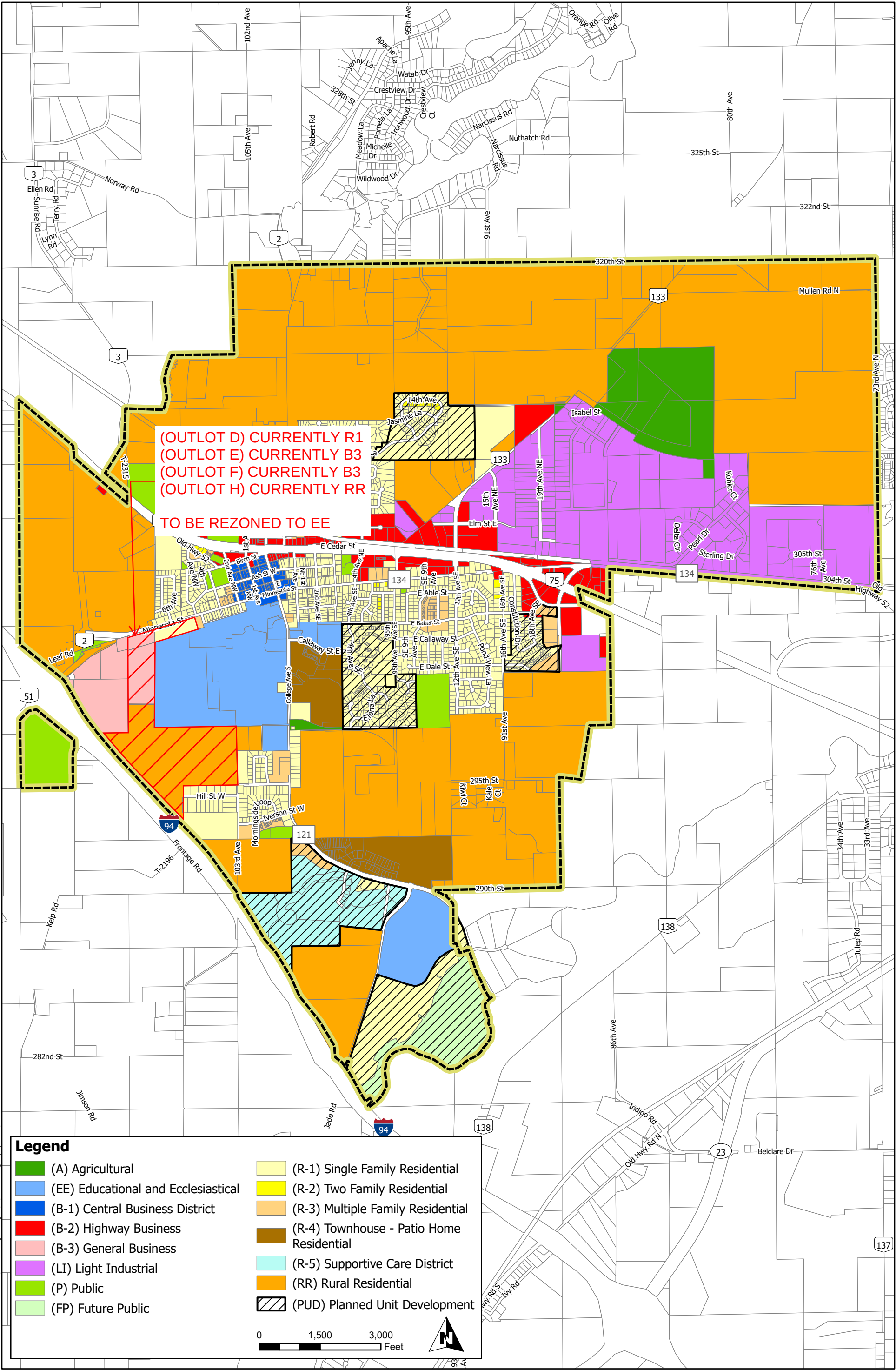
Civil Project Engineer

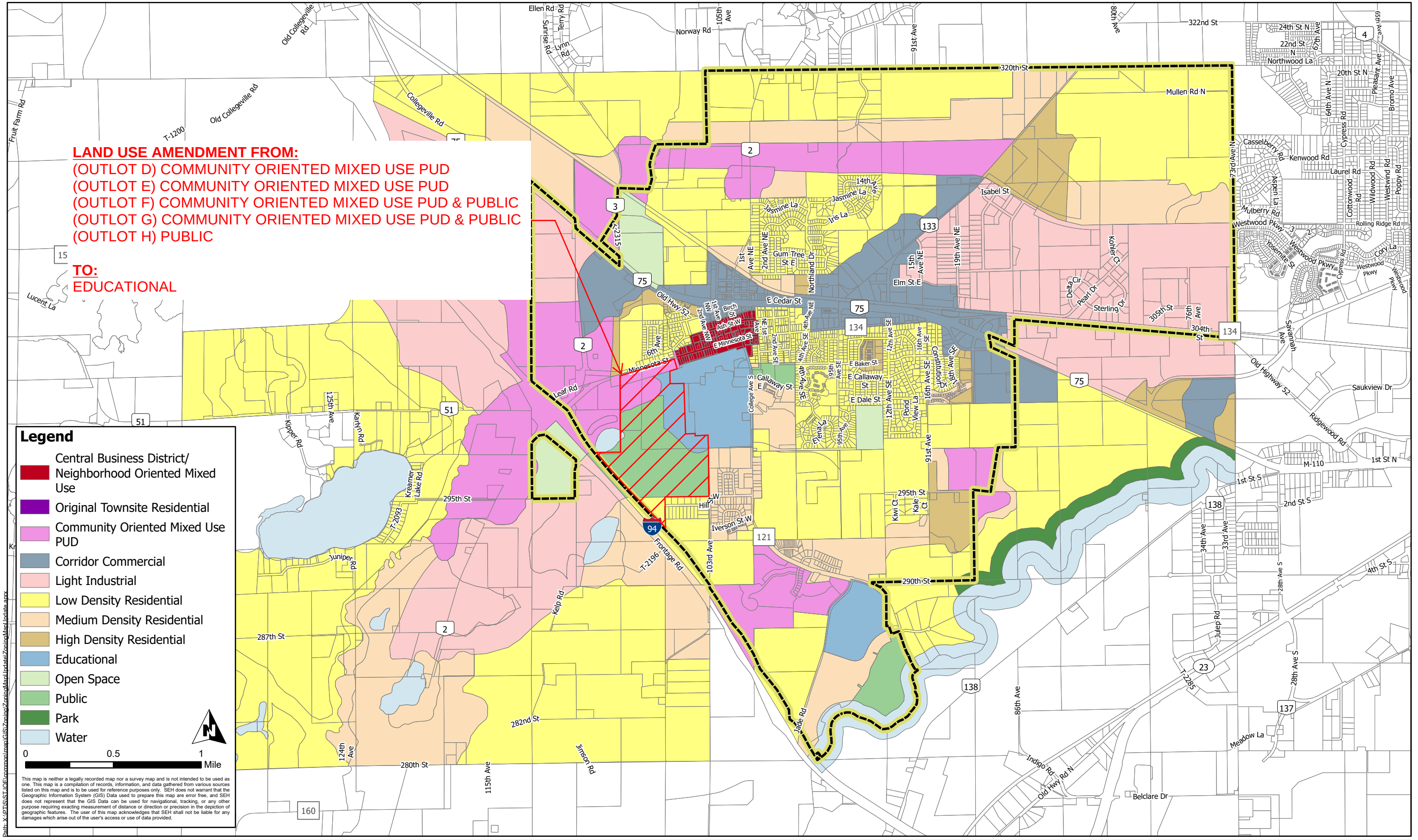
708.308.2183

Attachment(s)

Rezoning Application

Rezoning Exhibit





LAND USE AMENDMENT FROM:
(OUTLOT D) COMMUNITY ORIENTED MIXED USE PUD
(OUTLOT E) COMMUNITY ORIENTED MIXED USE PUD
(OUTLOT F) COMMUNITY ORIENTED MIXED USE PUD & PUBLIC
(OUTLOT G) COMMUNITY ORIENTED MIXED USE PUD & PUBLIC
(OUTLOT H) PUBLIC

TO:
EDUCATIONAL

Legend

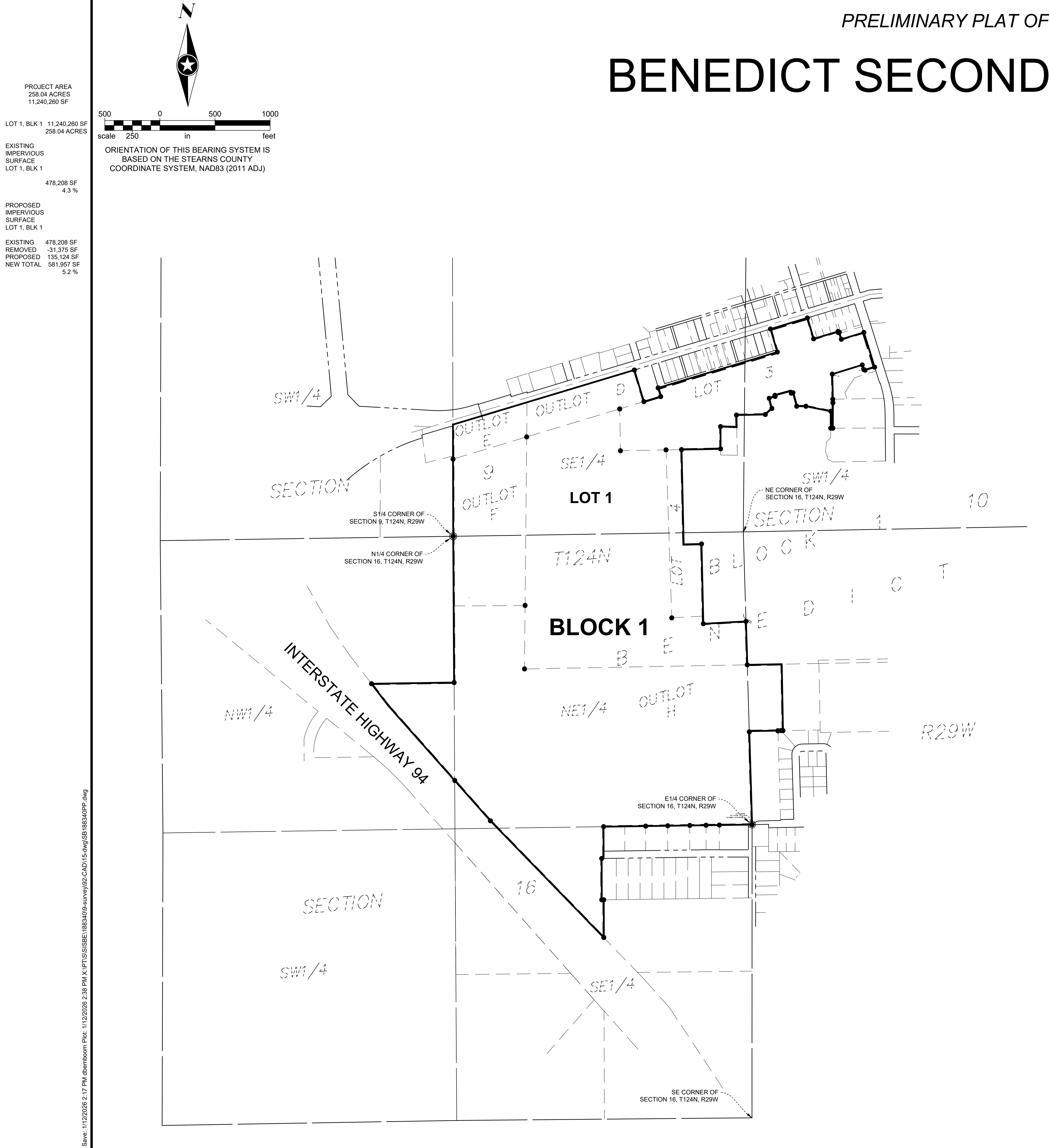
- Central Business District/
Neighborhood Oriented Mixed
Use
- Original Townsite Residential
- Community Oriented Mixed Use
PUD
- Corridor Commercial
- Light Industrial
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Educational
- Open Space
- Public
- Park
- Water

0 0.5 1 Mile

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

Future Land Use Map

St. Joseph, MN



PRELIMINARY PLAT OF

BENEDICT SECOND ADDITION

LEGAL DESCRIPTIONS OF PROPERTY TO BE PLATTED

LOTS 3 and 4, Block 1 and OUTLOTS D, E, F, G, and H, BENEDICT, according to the recorded plat thereof, Stearns County, Minnesota.

SURVEY NOTES:

- SEH has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- Property is Abstract.
- The field work for this survey was conducted in November, 2025.
- The subject property is zoned Educational and Ecclesiastical (EE) and Rural Residential (RR) according to the City of Saint Joseph, MN map, dated September, 2023.
- Structure setbacks for this property are:
 - Front Yard = 35 ft
 - Side Yard = 20 ft, unless the side yard abuts a street or highway in which case the setback shall not be less than 30 ft.
 - Rear Yard = 20 ft.
- The exact location of underground utilities such as gas, telephone, fiber optic, electric, cable tv, and pipe lines are unknown. The contractor shall contact Gopher State One Call before commencing excavation. Gopher State One Call System....1-800-252-1166
- The location of subsurface utilities were requested using the Gopher State One Call system and are shown to the accuracy of the markings. Short Elliott Hendrickson, Inc. is not responsible for unmarked or miss-marked utilities.

LEGEND

●	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
○	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
△	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
□	SANITARY GRAVITY MAINLINE
—>	SANITARY FORCE MAIN
—> (S)	STORM MANHOLE AND CATCH BASIN
—> (ST)	STORM SEWER GRAVITY MAINLINE
—> (P)	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
—> (P-BUR)	BURIED ELECTRIC CABLE
—> (P-OH)	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
—> (TV-BUR)	OVERHEAD POWER
—> (F)	BURIED CABLE TV CABLE
—> (F-OH)	FIBER OPTIC PEDESTAL AND SIGN
—> (G)	BURIED GAS LINE
—> (R)	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
—> (T)	TREE LINE
—> (B)	BOUNDARY LINE
—> (A)	ADJACENT DEED OR PLAT LINE
—> (R)	ROAD RIGHT OF WAY LINE
—> (S)	SECTION LINE
—> (Q)	QUARTER SECTION LINE
—> (Q-Q)	QUARTER-QUARTER SECTION LINE
—> (P)	PERMANENT EASEMENT LINE
—> (C)	CHAIN LINK FENCE
—> (M)	MAJOR CONTOUR LINE AND LABEL
—> (m)	MINOR CONTOUR LINE AND LABEL
—> (B)	BITUMINOUS SURFACE
—> (C)	CONCRETE SURFACE
—> (G)	GRAVEL SURFACE
—> (B)	BUILDING

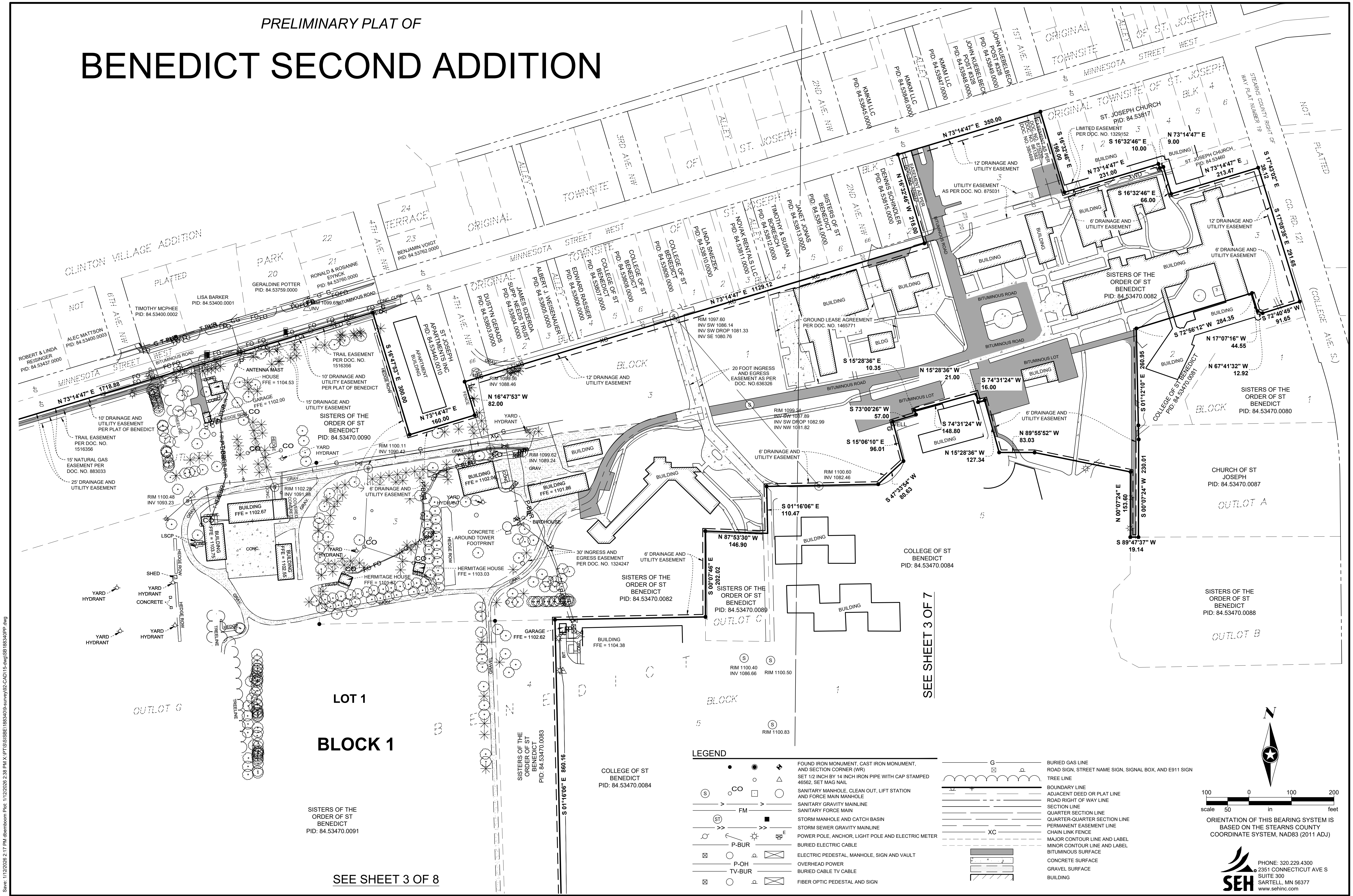
WARNING
LOCATION OF UNDERGROUND UTILITIES
TO BE VERIFIED BY
GOPHER STATE ONE CALL
CALL BEFORE DIGGING,
1-800-252-1166
REQUIRED BY LAW

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE
SHOWN IN AN APPROXIMATE WAY ONLY AND MAY NOT HAVE
BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS
REPRESENTATIVE.

DEVELOPER: SISTERS OF THE ORDER OF ST BENEDICT
OWNER(S): SISTERS OF THE ORDER OF ST BENEDICT
104 CHAPEL LANE
ST. JOSEPH, MN 56374
SURVEYOR: SHORT ELLIOTT HENDRICKSON, INC.
DANIEL J. BEMBOOM
MN REG. NO. 45652
2351 CONNECTICUT AVE. #300
SARTELL, MN 56377

ZONING: EE EDUCATIONAL AND ECCLESIASTICAL
RR RURAL RESIDENTIAL
PROJECT AREA: 11,054,066 SQ FT (253.77 ACRES)
DATE OF SURVEY: NOVEMBER 2025

PRELIMINARY PLAT OF
BENEDICT SECOND ADDITION



Save: 1/12/2026 2:17 PM d:\broom\Plot_112\2026 2:38 PM X:\PT\GIS\BSE\188340\9-survey\92-CAD\15-dwg\SEI188340PF.dwg

LEGEND

- | | |
|---|---|
| ● | FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR) |
| ○ | SET 1/2 INCH BY 1/4 INCH IRON PIPE WITH CAP STAMPED 45662, SET MAG NAIL |
| □ | SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE |
| ○ | SANITARY GRAVITY MAINLINE |
| — | SANITARY FORCE MAIN |
| — | STORM MANHOLE AND CATCH BASIN |
| — | STORM SEWER GRAVITY MAINLINE |
| — | POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER |
| — | BURIED ELECTRIC CABLE |
| — | ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT |
| — | OVERHEAD POWER |
| — | BURIED CABLE TV CABLE |
| — | FIBER OPTIC PEDESTAL AND SIGN |

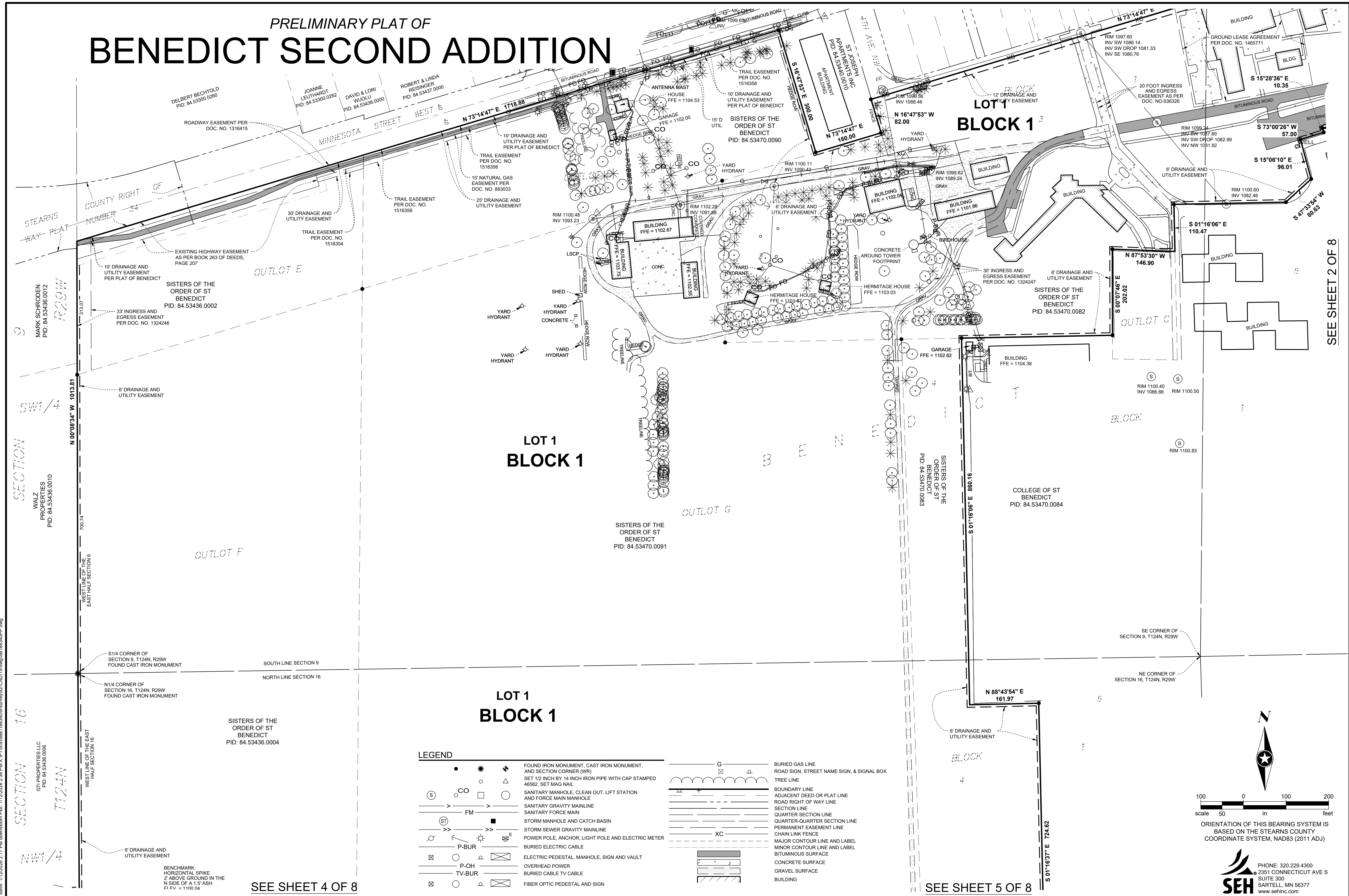
- | | |
|---|--|
| — | BURIED GAS LINE |
| — | ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN |
| — | TREE LINE |
| — | BOUNDARY LINE |
| — | ADJACENT DEED OR PLAT LINE |
| — | ROAD RIGHT OF WAY LINE |
| — | SECTION LINE |
| — | QUARTER SECTION LINE |
| — | QUARTER-QUARTER SECTION LINE |
| — | PERMANENT EASEMENT LINE |
| — | CHAIN LINK FENCE |
| — | MAJOR CONTOUR LINE AND LABEL |
| — | MINOR CONTOUR LINE AND LABEL |
| — | BITUMINOUS SURFACE |
| — | CONCRETE SURFACE |
| — | GRAVEL SURFACE |
| — | BUILDING |

100 0 100 200
scale 50 in feet

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEARNS COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

SEH PHONE: 320.229.4300
2351 CONNECTICUT AVE S
SUITE 300
SARTELL, MN 56377
www.sehinc.com

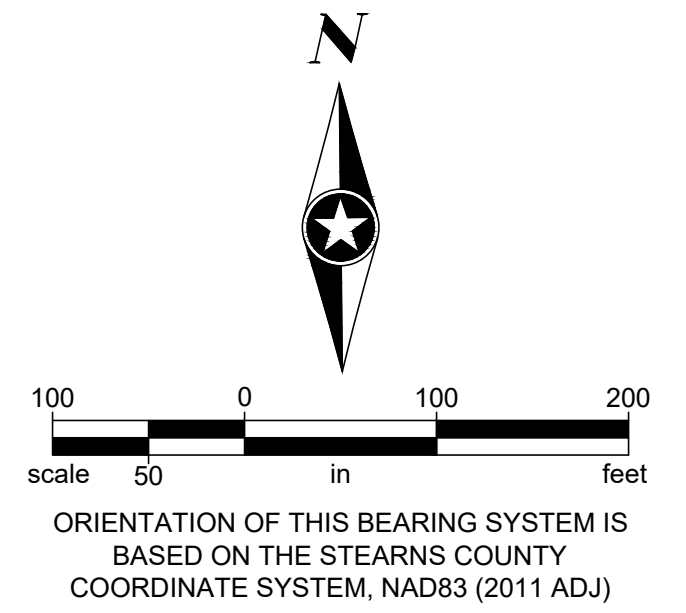
PRELIMINARY PLAT OF
BENEDICT SECOND ADDITION



SEE SHEET 2 OF 8

LEGEND		
	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)	
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL	
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE	
	SANITARY GRAVITY MAINLINE	
	SANITARY FORCE MAIN	
	STORM MANHOLE AND CATCH BASIN	
	STORM SEWER GRAVITY MAINLINE	
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER	
	BURIED ELECTRIC CABLE	
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT	
	OVERHEAD POWER	
	BURIED CABLE TV CABLE	
	FIBER OPTIC PEDESTAL AND SIGN	

	BURIED GAS LINE
	ROAD SIGN, STREET NAME SIGN, & SIGNAL BOX
	TREE LINE
	BOUNDARY LINE
	ADJACENT DEED OR PLAT LINE
	ROAD RIGHT OF WAY LINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
	PERMANENT EASEMENT LINE
	CHAIN LINK FENCE
	MAJOR CONTOUR LINE AND LABEL
	MINOR CONTOUR LINE AND LABEL
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	BUILDING



PHONE: 320.229.4300
2351 CONNECTICUT AVE S
SUITE 300
SARTELL, MN 56377
www.sehinc.com

SEE SHEET 4 OF 8

SEE SHEET 5 OF 8

PRELIMINARY PLAT OF
BENEDICT SECOND ADDITION

SEE SHEET 3 OF 8

LEGEND

●	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
○	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
○	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
—FM—	SANITARY GRAVITY MAINLINE
—ST—	SANITARY FORCE MAIN
—>>—	STORM MANHOLE AND CATCH BASIN
—>>>—	STORM SEWER GRAVITY MAINLINE
⊙	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
—P-BUR—	BURIED ELECTRIC CABLE
⊗	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
—P-OH—	OVERHEAD POWER
—TV-BUR—	BURIED CABLE TV CABLE
⊗	FIBER OPTIC PEDESTAL AND SIGN
—G—	BURIED GAS LINE
—	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
—	TREE LINE
—	BOUNDARY LINE
—	ADJACENT DEED OR PLAT LINE
—	ROAD RIGHT OF WAY LINE
—	SECTION LINE
—	QUARTER SECTION LINE
—	QUARTER-QUARTER SECTION LINE
—	PERMANENT EASEMENT LINE
—XC—	CHAIN LINK FENCE
—	MAJOR CONTOUR LINE AND LABEL
—	MINOR CONTOUR LINE AND LABEL
—	BITUMINOUS SURFACE
—	CONCRETE SURFACE
—	GRAVEL SURFACE
—	BUILDING

Save: 1/12/2026 2:17 PM dbeboom Plot: 1/12/2026 2:38 PM X:\PT\GIS\SE\1883409-survey\92-CAD\15-dwg\SE188340PF.dwg

SEE SHEET 6 OF 8

SEE SHEET 7 OF 8

SEE SHEET 5 OF 8

100 0 100 200
scale 50 in feet

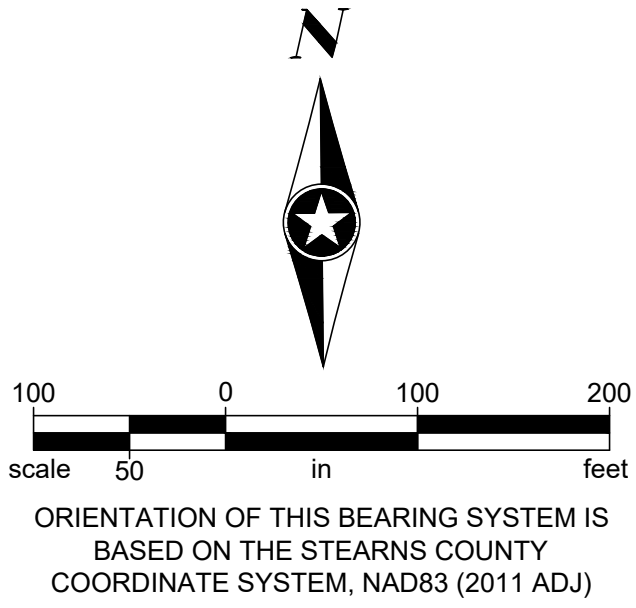
ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEARNS COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ.)

PHONE: 320.229.4300
2351 CONNECTICUT AVE S
SUITE 300
SARTELL, MN 56377
www.sehinc.com

SEH

PRELIMINARY PLAT OF

BENEDICT SECOND ADDITION



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEARNS COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

SEE SHEET 4 OF 8

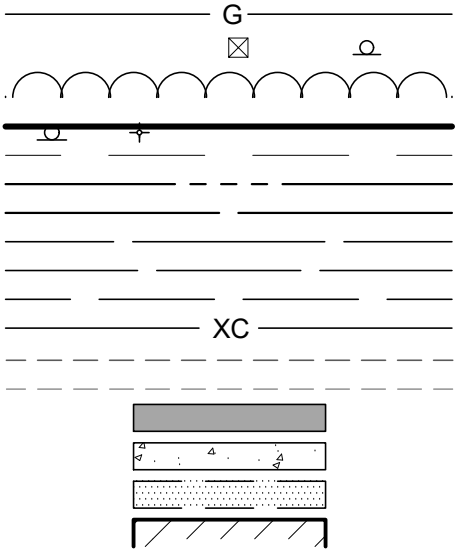
SEE SHEET 6 OF 8

Save: 1/12/2026 2:17 PM dbernboom Plot: 1/12/2026 2:38 PM X:\PT\GIS\BSE\188340\B-survey\92-CAD\15-dwg\SE188340PF.dwg

SISTERS OF THE ORDER
OF ST BENEDICT
PID: 84.53300.0326

LEGEND

●	◆	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
○	△	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
⊙	□	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
—>—	—>—	SANITARY GRAVITY MAINLINE
—FM—	—FM—	SANITARY FORCE MAIN
⊙	■	STORM MANHOLE AND CATCH BASIN
—>>—	—>>—	STORM SEWER GRAVITY MAINLINE
⊙	⊙	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
—P-BUR—	—P-BUR—	BURIED ELECTRIC CABLE
⊙	⊙	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
—P-OH—	—P-OH—	OVERHEAD POWER
—TV-BUR—	—TV-BUR—	BURIED CABLE TV CABLE
⊙	⊙	FIBER OPTIC PEDESTAL AND SIGN

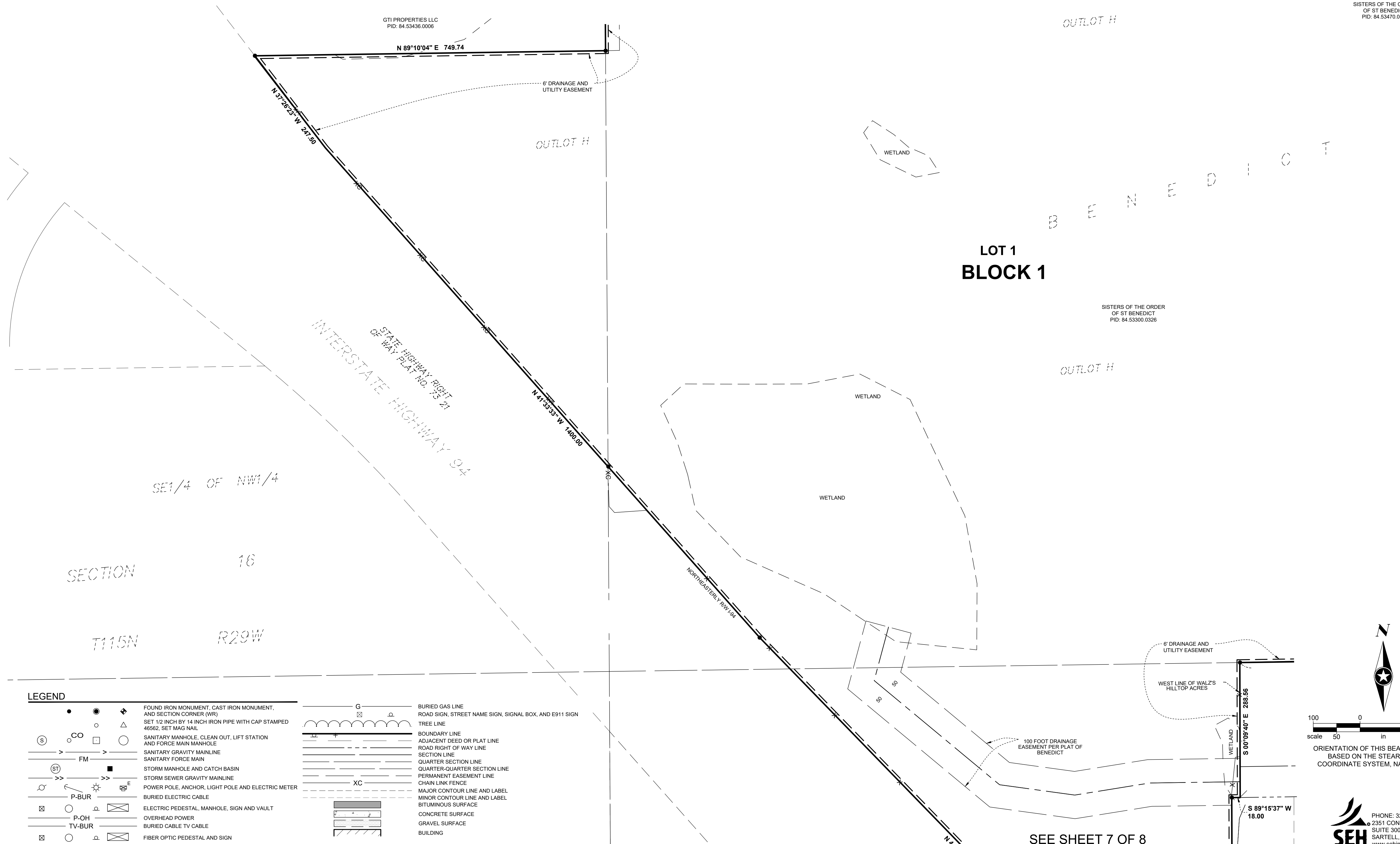


BURIED GAS LINE
ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
TREE LINE
BOUNDARY LINE
ADJACENT DEED OR PLAT LINE
ROAD RIGHT OF WAY LINE
SECTION LINE
QUARTER SECTION LINE
QUARTER-QUARTER SECTION LINE
PERMANENT EASEMENT LINE
CHAIN LINK FENCE
MAJOR CONTOUR LINE AND LABEL
MINOR CONTOUR LINE AND LABEL
BITUMINOUS SURFACE
CONCRETE SURFACE
GRAVEL SURFACE
BUILDING

SEE SHEET 3 OF 8

SEE SHEET 7 OF 8

PRELIMINARY PLAT OF
BENEDICT SECOND ADDITION



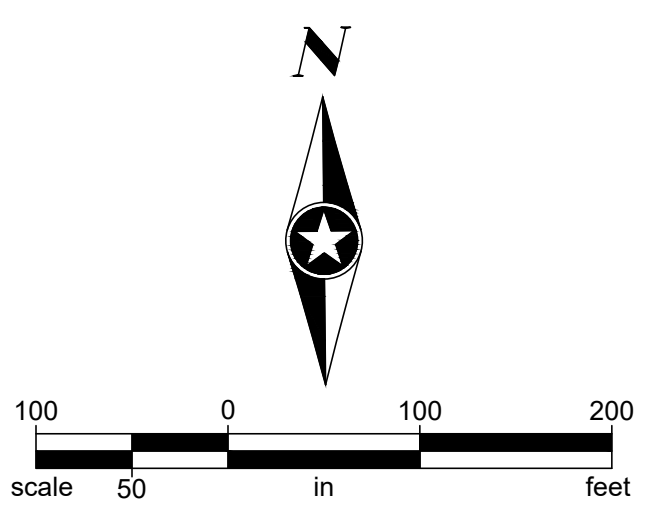
SISTERS OF THE ORDER
OF ST BENEDICT
PID: 84.53470.0081

SISTERS OF THE ORDER
OF ST BENEDICT
PID: 84.53300.0326

SEE SHEET 5 OF 8

LEGEND

	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 46562, SET MAG NAIL
	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
	SANITARY GRAVITY MAINLINE
	SANITARY FORCE MAIN
	STORM MANHOLE AND CATCH BASIN
	STORM SEWER GRAVITY MAINLINE
	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
	BURIED ELECTRIC CABLE
	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
	OVERHEAD POWER
	BURIED CABLE TV CABLE
	FIBER OPTIC PEDESTAL AND SIGN
	BURIED GAS LINE
	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
	TREE LINE
	BOUNDARY LINE
	ADJACENT DEED OR PLAT LINE
	ROAD RIGHT OF WAY LINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
	PERMANENT EASEMENT LINE
	CHAIN LINK FENCE
	MAJOR CONTOUR LINE AND LABEL
	MINOR CONTOUR LINE AND LABEL
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	BUILDING



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEARNS COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ.)

SEH PHONE: 320.229.4300
2351 CONNECTICUT AVE S
SUITE 300
SARTELL, MN 56377
www.sehinc.com

Save: 1/12/2026 2:17 PM dbernboom Plot: 1/12/2026 2:38 PM X:\PT\GIS\SE\SE1\188340\9-survey\92-CAD\15-dwg\SE188340PF.dwg

BENEDICT SECOND ADDITION

SEE SHEET 6 OF 8

LOT 1
BLOCK 1

SISTERS OF THE ORDER
OF ST BENEDICT
PID: 84.53300.0326

SISTERS OF THE ORDER
OF ST BENEDICT
PID: 84.53470.0086

NORTHERN NATURAL
GAS CO.
PID: 84.53433.0068

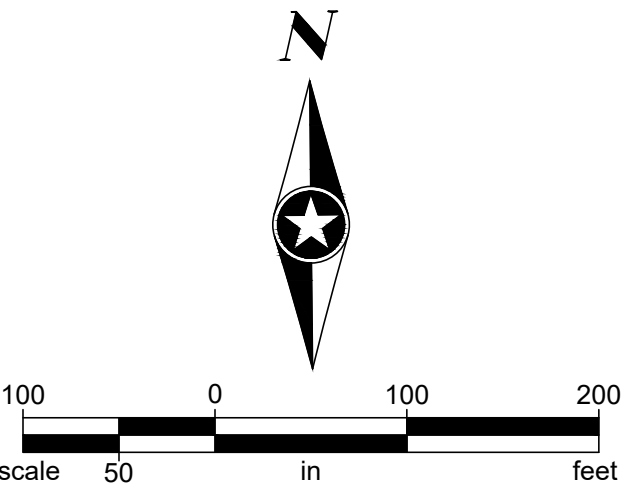
NOT
PLATTED

$\Delta = 01^{\circ}06'35''$
 $R = 113.00 \quad L = 2.19'$
CH. BRG. = S 44°28'52" W

LEGEND

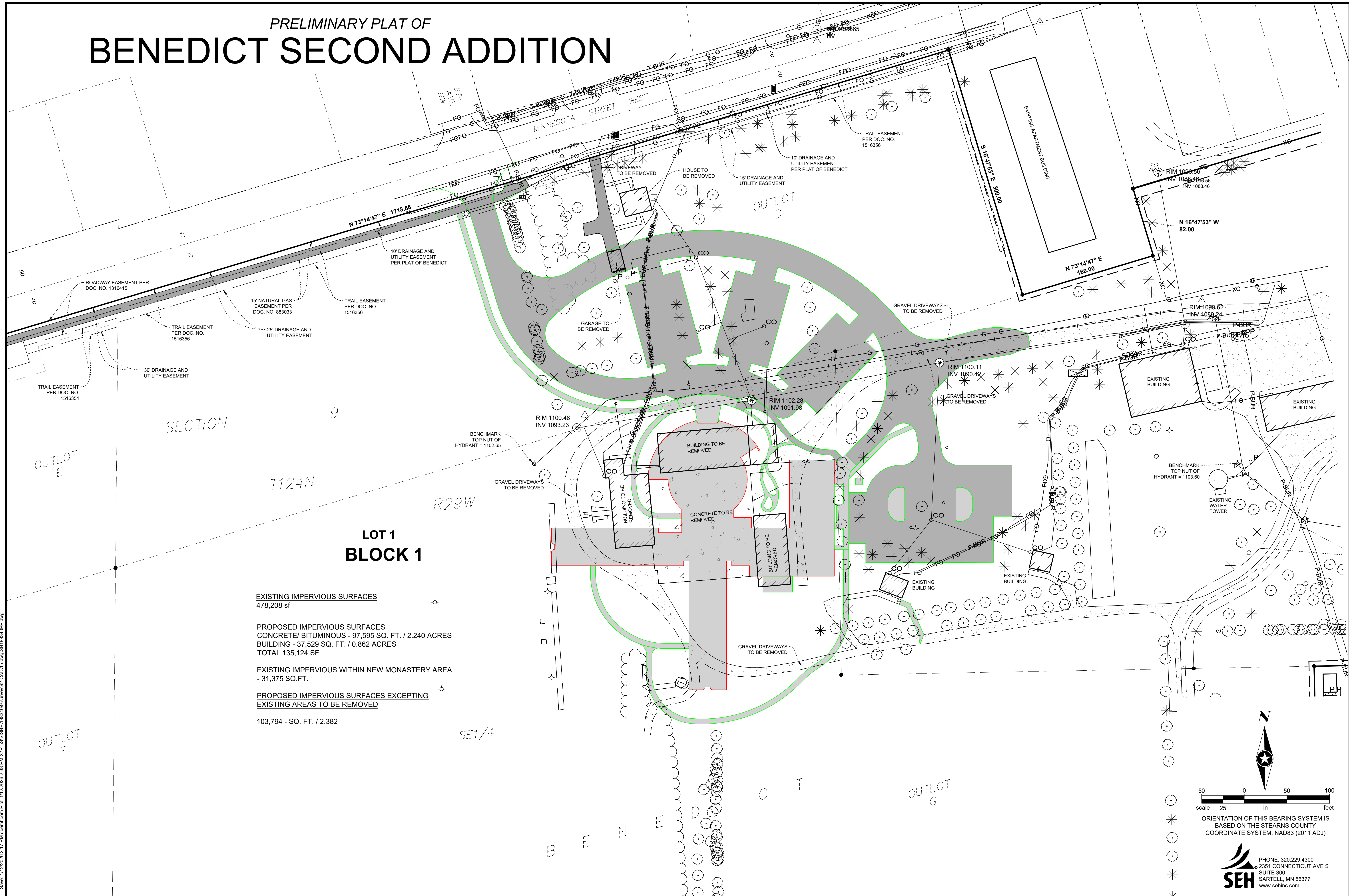
●	FOUND IRON MONUMENT, CAST IRON MONUMENT, AND SECTION CORNER (WR)
○	SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP STAMPED 48562, SET MAG NAIL
○	SANITARY MANHOLE, CLEAN OUT, LIFT STATION AND FORCE MAIN MANHOLE
○	SANITARY GRAVITY MAINLINE
○	SANITARY FORCE MAIN
○	STORM MANHOLE AND CATCH BASIN
○	STORM SEWER GRAVITY MAINLINE
○	POWER POLE, ANCHOR, LIGHT POLE AND ELECTRIC METER
○	BURIED ELECTRIC CABLE
○	ELECTRIC PEDESTAL, MANHOLE, SIGN AND VAULT
○	OVERHEAD POWER
○	BURIED CABLE TV CABLE
○	FIBER OPTIC PEDESTAL AND SIGN

G	BURIED GAS LINE
□	ROAD SIGN, STREET NAME SIGN, SIGNAL BOX, AND E911 SIGN
○	TREE LINE
—	BOUNDARY LINE
—	ADJACENT DEED OR PLAT LINE
—	ROAD RIGHT OF WAY LINE
—	SECTION LINE
—	QUARTER SECTION LINE
—	QUARTER-QUARTER SECTION LINE
—	PERMANENT EASEMENT LINE
—	CHAIN LINK FENCE
—	MAJOR CONTOUR LINE AND LABEL
—	MINOR CONTOUR LINE AND LABEL
—	BITUMINOUS SURFACE
—	CONCRETE SURFACE
—	GRAVEL SURFACE
—	BUILDING



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEARNS COUNTY
COORDINATE SYSTEM, NAD83 (2011 ADJ)

PRELIMINARY PLAT OF
BENEDICT SECOND ADDITION

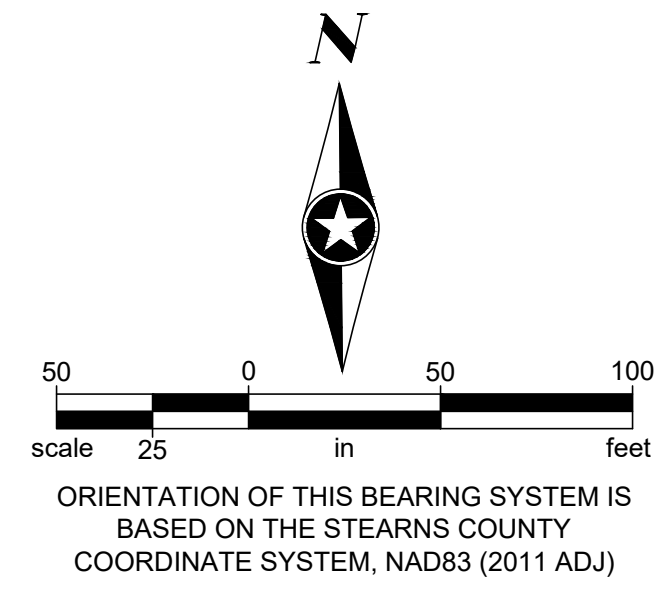


EXISTING IMPERVIOUS SURFACES
478,208 sf

PROPOSED IMPERVIOUS SURFACES
CONCRETE/ BITUMINOUS - 97,595 SQ. FT. / 2.240 ACRES
BUILDING - 37,529 SQ. FT. / 0.862 ACRES
TOTAL 135,124 SF

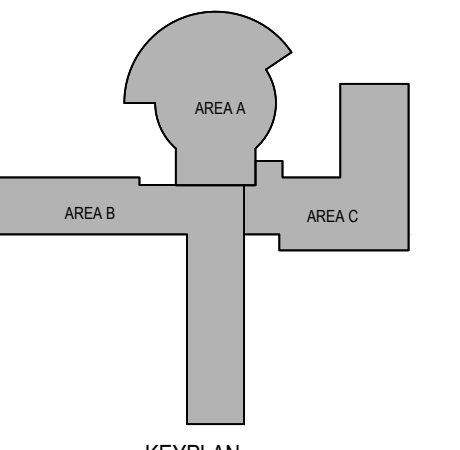
EXISTING IMPERVIOUS WITHIN NEW MONASTERY AREA
- 31,375 SQ.FT.

**PROPOSED IMPERVIOUS SURFACES EXCEPTING
EXISTING AREAS TO BE REMOVED**
103,794 - SQ. FT. / 2.382



Save: 1/12/2026 2:17 PM dbeboom Plat: 1/12/2026 2:38 PM X:\PT\SS\BEBE1883\03\survey\02-CAD\15.dwg\SSB1883\03PP.dwg

104 CHAPEL LN
JOSEPH, MN 56374



REBY CERTIFY THAT THIS PLAN, SPECIFICATION
REPORT WAS PREPARED BY ME OR UNDER MY
ECT SUPERVISION AND THAT I AM A DULY
NSED PROFESSIONAL ENGINEER
DER THE LAWS OF THE STATE OF MINNESOTA

[illegible]

A NO: 2763-004-00

SITE EROSION AND SEDIMENT CONTROL PLAN

DATE: SEPTEMBER 24, 2025

DESIGN DEVELOPMENT

SED PRIMARY ROOF DRAINAGE STRATEGY

C101

© COPYRIGHT HAMMEL, GREEN AND ABRAHAMSON, INC.

	SILT FENCE; SEE DETAILS 3 THROUGH 5 SHEET C102
	INLET PROTECTION; SEE DETAIL 7/C102
	EROSION CONTROL BLANKET
	ROCK CONSTRUCTION EXIT; SEE DETAIL 1/C102
	LIMIT OF DISTURBANCE

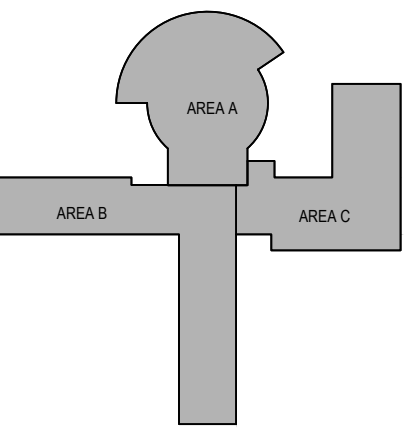
NOTES:

NOTES:

1. SEE SHEET C001 FOR CIVIL NOTES AND LEGEND.
2. SEE SHEET C102 FOR SEDIMENT AND EROSION CONTROL DETAILS.

- 1 PROTECT EXISTING FEATURE
- 2 DEMOLISH AND REMOVE EXISTING BUILDING
- 3 EXISTING CONCRETE PAVEMENT, LANDSCAPING, AND BUILDINGS SHALL BE REMOVED BY OTHERS PRIOR TO CONSTRUCTION
- 4 REMOVE EXISTING TREE AND GRUB ROOTS TO 24" BELOW GRADE (TYP.)
- 5 SAWCUT PAVEMENT
- 6 REMOVE CONCRETE PAVEMENT
- 7 REMOVE ASPHALT PAVEMENT
- 8 REMOVE GRAVEL PAVEMENT
- 9 REMOVE PIPE
- 10 BULKHEAD PIPE CONNECTION
- 11 REMOVE CLEANOUT
- 12 REMOVE HYDRANT
- 13 REMOVE SANITARY LIFT STATION
- 14 COORDINATE REMOVAL OF UTILITY WITH UTILITY OWNER
- 15 REMOVE MISCELLANEOUS APPURTENANCE
- 16 REMOVE EXISTING PAVERS
- 17 REMOVE AND SALVAGE PEDESTRIAN SIGNAGE
- 18 REMOVE AND SALVAGE DETECTABLE WARNING PLATES
- 19 EXISTING BUILDING TO BE DEMOLISHED AND REMOVED DURING FUTURE PHASE (BY OTHERS)
- 20 REMOVE SEWER STRUCTURE
- 21 ABANDON EXISTING WELL
- 22 COORDINATE REMOVAL OF EXISTING LIGHT WITH CITY

104 CHAPEL LN
JOSEPH, MN 56374



KEYPLAN

ERIK A. HANSEN
SEPTEMBER 24, 2026

[illegible]

ISSUANCE HISTORY - THIS SHEET

NO: 2763-004-00

TE DEMOLITION PLAN

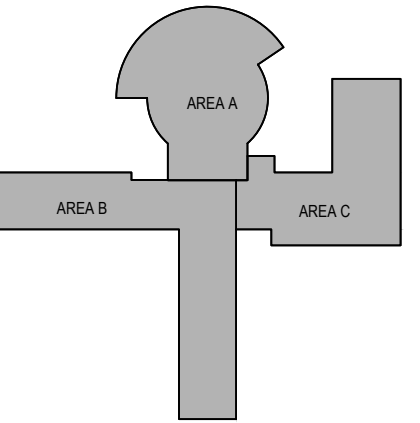
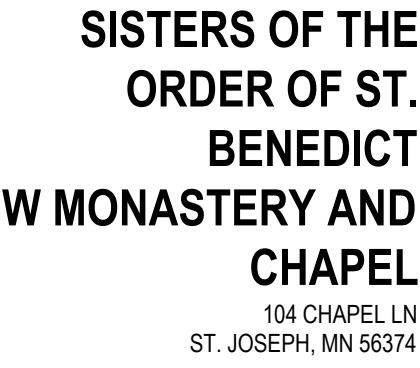
SEPTEMBER 24, 2021

DESIGN DEVELOPMENT

USED PRIMARY ROOF DRAINAGE STRATEGIES

C200

© COPYRIGHT HAMMEL, GREEN AND ABRAHAMSON, INC



REBY CERTIFY THAT THIS PLAN SPECIFICATION
REPORT WAS PREPARED BY ME OR UNDER MY
CT SUPERVISION AND THAT I AM A DULY
NSED PROFESSIONAL ENGINEER
ER THE LAWS OF THE STATE OF MINNESOTA

[illegible]

NO: 2763-004-00

SITE GRADING PLAN

SEPTEMBER 24, 2025

DESIGN DEVELOPMENT

SELECTED PRIMARY ROOF DRAINAGE STRATEGIES

C401

AMMEL, GREEN AND ABRAHAMSON, INC.



STAFF MEMO

Prepared by: Community Development	Meeting Date: 01/20/26	☐ Consent Agenda Item ☒ Regular Agenda Item	Agenda Item 7
Reviewed by:	Item: Ordinance Amendment - 502.04 and 502.50		

ACTION REQUESTED

Motion on Ordinance amendment resolution 2026-001

Motion on Summary publication resolution 2026-010 (to publish changes to Code)

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

Planning Commission discussed the topic over several months, reviewed draft language, and recommended a final ordinance amendment. A public hearing was held at the January 12 meeting, where one resident spoke about maintaining downtown aesthetics and ensuring uses like a Tattoo shop do not negatively impact the aesthetics.

PREVIOUS COUNCIL ACTION None

REFERENCE AND BACKGROUND

Since October, the Planning Commission has discussed whether and where tattoo and body art businesses should be allowed in the City.

The discussion began after staff received an inquiry from a business interested in locating downtown. Upon reviewing the zoning ordinance, staff found that tattoo and body art establishments were not listed as a permitted or conditional use in the B-1 or B-2 zoning districts. The closest listed use was “beauty salon”; however, the ordinance does not define this term, and staff determined that a tattoo or body art establishment is not similar enough to be classified as a beauty salon.

Based on this uncertainty, staff recommended that the topic be taken to the Planning Commission who would provide a zoning interpretation. The City Attorney also reviewed the issue and agreed that an interpretation by the Planning Commission was appropriate.

At the October Planning Commission meeting, staff recommended updating the zoning ordinance to:

- Clearly define “beauty salon”
- Clearly define “tattoo/body art establishment”
- Specify which zoning districts tattoo and body art uses would be allowed

After reviewing draft language and discussing appropriate locations over the next few months, the Planning Commission recommended amending the ordinance to:

- Add a definition for “beauty salon”
- Add a definition for “tattoo/body art establishment”
- Allow tattoo and body art establishments in the B-1 zoning district and, by extension, the B-2 zoning district

If approved, the ordinance amendment would allow tattoo and body art establishments in both the downtown (B-1) and Highway 75 commercial (B-2) districts.

BUDGET IMPACT: N/A

SUPPORTING DATA/ATTACHMENTS:

Ordinance Resolution 2026-001

Summary Publication Resolution 2026-010

ORDINANCE 2026-001

AN ORDINANCE AMENDING ORDINANCE 502.04 and 502.50

New language is underlined and in red font. Language to be eliminated is shown as strikethrough.

The City Council for the City of St. Joseph, HEREBY ORDAINS that City Code Section 502.04 is hereby amended to add the following definitions:

Beauty Salons – a business where people receive professional cosmetic treatments like hairdressing, and manicures

Tattoo/Body Art – a licensed business that provides permanent tattoos and makeup to clients using needles and ink

The City Council for the City of St. Joseph, HEREBY ORDAINS that City Code Section 502.50 is hereby amended as follows:

Section 502.50: B-1 CENTRAL BUSINESS DISTRICT

Subd. 1: Intent. The Central Business District has been established to encourage the continuation of a viable downtown by promoting uses dependent of high volumes of pedestrian traffic; to provide for regulation of the high intensity commercial uses located within the original core of the City; and, to encourage parks/greenspace in the downtown. The Central Business District provides space for concentrated general business and commercial activities at locations where they are easily accessible to residential areas and, at the same time, minimizing negative impacts to residential neighborhoods.

Subd. 2: Permitted Uses. The following uses shall be permitted within the Central Business District:

- a) Antique stores.
- b) Appliance stores.
- c) Apparel shops.
- d) Artisan shops.
- e) Bakery goods, sales and baking of goods on premises.
- f) Barber and beauty salons, **Tattoo/Body Art**
- g) Bicycle sales and repairs.
- h) Book stores.

- i) Boutiques.
- j) Business/professional offices.
- k) Coffee shops.
- l) Delicatessen, fruit, vegetable and meat stores.
- m) Farmers market. Notification and the submittal of a plan to the Planning Commission is required.
- n) Financial institutions, including insurance companies.
- o) Florist.
- p) Government buildings.
- q) Grocery and drug stores, not more than 10,000 square feet in size.
- r) Hardware stores, not more than 10,000 square feet in size.
- s) Hobby shops and gift stores.
- t) Interior design services, including floor and wall covering stores.
- u) Jewelry sales and service.
- v) Laundry and dry-cleaning services.
- w) Library.
- x) Medical, optical and dental clinics.
- y) Microbreweries and bars.
- z) Musical instrument stores.
- aa) Parks and Open Spaces.
- bb) Pet shops, excluding kennel services.
- cc) Photograph sales and repair.
- dd) Record and video stores.

- ee) Restaurants, coffee shops, excluding drive-in service.
- ff) Sporting goods stores.
- gg) Postal facilities
- hh) Short-term rental subject to City Ordinance 505.13 and provided the short-term rental use is accessory to the permitted principal commercial use.
- ii) Other use determined by the Planning Commission to be of the same character as contained in this Subdivision.

Subd. 3: Conditional Uses. The following uses shall require a Conditional Use Permit as provided for in this Ordinance.

- a) Bed and Breakfast.
- b) Convenience stores, excluding fueling facilities.
- c) State licensed day care and nursery school facilities provided that:
 - 1. Adequate off-street parking and loading is provided, and;
 - 2. The facility meets all State licensing requirements pursuant to Minnesota Statutes 245A.02 and 45A.11.
- d) Mixed use of a Permitted Use and a multiple residential dwelling units; but only if at least 50% of the interior square footage (exclusive of the basement or cellar) is used full time for a Permitted Use, and said permitted and residential uses are not conflicting. The area consisting of multiple residential dwelling units must meet the standards of this Ordinance; and said residential uses occupy only the upper and/or rear portions of structures. Off-street parking requirements shall be separately determined for the commercial and residential uses in accordance with Section 502.10.
- e) Hotels, Motels, Lodge. Short-term rental if the short-term rental is the principal and sole use of the property.
- f) Other uses determined by the Planning Commission to be of the same character as contained in this Subdivision.

Subd. 4: Permitted Accessory Uses. The following uses shall be permitted as an Accessory Use in the Central Business District.

- a) Commercial or business building for a use accessory to the principal use, not to exceed 50 percent of the size of principal building.

- b) Signs as regulated in this Ordinance.
- c) Temporary buildings for construction purposes for a period not to exceed construction.
- d) Off-street loading and parking areas.

Subd. 5: Building Location/Setback Requirements. Buildings shall be set close to the street with parking behind or on the side of the building, except that the setback is twenty (20) feet from a residential district.

Subd. 6: Height Requirements. Any portion of a structure shall not exceed 3 stories or 40 feet in height. Berming the building does not allow a building to be constructed higher than 40 feet. Elevation for the building shall be determined by the average grade of the land.

Subd. 7: Building Materials. Building facades shall be designed to avoid a monolithic design and feature divisions in materials, textures and separate entrance treatments. The exterior surface of all buildings and structures must be constructed of one of, or a combination of, the following building materials.

- a) Brick or face brick including textured, burnished and colored block;
- b) Specially designed precast concrete units if the surfaces have been integrally treated with an applied decorative material or texture (excluding raw concrete block painted or unpainted or ceramic faced);
- c) Wood;
- d) Natural or cut stone;
- e) Glass or any combination thereof;
- f) Stucco;
- g) Pre-finished architectural metal panels when utilized for accent and/or architectural components of buildings such as the entry or entry appendage, a required enclosure or screen or architectural roofing as an intended designed accent (not to exceed 15% of the exposed wall area on any two visible sides of the building).
- h) Any other materials approved by the City Council after a review and recommendation by the Planning Commission, including but not limited to durable decorative synthetic material or concrete composite material found to be comparable or superior which mimic the appearance of other approved materials.
- i) Roof Materials. All roofs which are exposed to a view or are an integral part of a

Building's aesthetics will be constructed only of commercial grade asphalt shingles, wood shingles, standing seam metal, slate, tile or copper. The City Council may consider green roof options that reduce stormwater runoff and improve water quality.

Subd. 8: Other Requirements.

- a) Landscaping Plan. The landscaping, upon any building site or lot, must be carried out in accordance with a landscaping plan prepared by an experienced landscape professional which will be reviewed and approved by the City before construction on a lot. All areas of a lot not occupied by buildings, parking and loading areas, drives, walkways, or other permitted structures must be landscaped with trees, shrubs, grass and other planted ground cover approved by City Staff.
- b) Landscaping Methods and Material. Landscaping may include seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials including rain gardens. Plant material selection will take into consideration disease and insect resistance, hardiness to the area, the ability to provide seasonal interest and future maintenance considerations. Native species are preferred. The following species will not be allowed: Box Elder, female Ginkgo, Willow and Cottonwoods.
- c) Waste Handling Screening. All waste and recycling areas must be either stored in the principal building or stored in a four (4) sided enclosure at a minimum of five (5) feet in height constructed of brick, stone, decorative concrete material or a material comparable and compatible with the material of the principal building. Waste handling areas should be shared between lots and buildings to the extent possible to minimize their impact and must be located on the rear of sides of buildings to minimize visibility from roadways. Any changes to trash handling areas once a building is constructed must comply with this Ordinance and requires approval by the City.
- c) Where a use exists pursuant to a conditional use permit in conjunction with a permitted use, the required parking shall be computed for the permitted use and conditional use separately with adequate parking required to satisfy both uses.
- d) No outdoor storage shall be allowed.
- e) Single tenant retail buildings shall not exceed 10,000 square feet.

Subd. 9: Site Coverage. No structure or combination of structures shall occupy more than 90 percent of the lot area.

Subd. 10: Additional Requirements. Uses may be subject to additional requirements contained in this Ordinance including, but not limited to the sections governing parking, home occupation, floodplain, signs, etc.

Subd. 11: Interim Use Permit for Rental Units.

- a) Single-family residential dwelling units in areas that have been rezoned to commercial from residential shall be allowed an interim use permit as a rental unit for a limited period of time to allow for a transition in use to commercial. When a majority of the block is a commercial use, no additional interim use permits shall be granted or extended and single family rental dwellings shall transition to a permitted use in compliance with this Ordinance. The maximum density for rental units under the interim use permit shall be limited to the density which is allowed in the R-1, Single Family Residential District.
- b) The interim use as a rental unit shall be obtained through the interim use procedures set forth in this Ordinance.
- c) The maximum term for an interim use permit shall be five years but may be less as approved by the governing body.



Resolution 2026-010
SUMMARY PUBLICATION OF ORDINANCE NO. 2026-001
AN ORDINANCE AMENDING ORDINANCE 502.04 and 502.50

The following official summary of the ordinance referred to has been approved by the City Council of St. Joseph as clearly informing the public of the intent and effect of the amendments.

Ordinance amendment to City Code 502.04 and 502.50. Amendment adds definitions for “Beauty Salons” and “Tattoo/Body Art” along with allowing “Tattoo/Body Art” in the B-1 Central Business District.

A printed copy of the entire ordinance is available for inspection by any person at the office of the City Clerk any Monday through Friday between the hours of 8:00a.m. and 4:30 p.m. or on the City website at www.cityofstjoseph.com

This document hereby is made a part of this ordinance and is attached hereto.

Adam Scepaniak, Mayor

ATTEST:

David Murphy, City Administrator

SEAL

PUBLISHED IN THE ST. CLOUD TIMES ON _____, 2026



CITY OF ST. JOSEPH

STAFF MEMO

Prepared by: City Administrator	Meeting Date: 1/20/2026	☐ Consent Agenda Item ☒ Regular Agenda Item	Agenda Item # 8
Reviewed by: Finance Director Bartlett	Item: LELS 2026 Contract		

STRATEGIC PLAN PRIORITY

N/A.

ACTION REQUESTED

A MOTION to Approve the 2026 LELS Contract with the City of St. Joseph

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

N/A

PREVIOUS COUNCIL ACTION

N/A

REFERENCE AND BACKGROUND

The Personnel Committee and City Staff have met with representatives of the Law Enforcement Labor Services (LELS) Union and have reached an agreement to terms for 2026. The primary change is the settlement of the 2026 Cost of Living Adjustment (COLA) and Health Care Insurance cost participation. The agreement calls for a 3.5% COLA over 2025 and the Health Care cost participation given to all non-union employees.

The other change of note is the addition of one (1) personal holiday for officers after 10 years of continuous employment with the City.

BUDGET IMPACT

The changes have been accounted for in the 2026 budget.

STAFF RECOMMENDED ACTION

A MOTION to APPROVE the 2026 Contract between LELS and the City of St. Joseph.

SUPPORTING DATA/ATTACHMENTS

LELS 2026 Contract.

Labor Agreement between the
City of St. Joseph
And
Law Enforcement Labor Services (LELS)

January 1, 2026 – December 31, 2026

This page intentionally left blank

Article 1	Purpose of the agreement	1
1.1	Purpose of the agreement - Interpretation	1
1.2	Purpose of the agreement - Terms and conditions	1
Article 2	Recognition	1
2.1	Union as exclusive representative	1
Article 3	Definitions	1
3.1	Union	1
3.2	Employee	1
3.3	Regular employee	1
3.4	Introductory employee	1
3.5	Department	1
3.6	Employer	1
3.7	Chief	1
3.8	Scheduled Shift	1
Article 4	Employer Authority	2
4.1	Employer retains right to manage the employees	2
Article 5	Employee Security	2
5.1	Union to designate and make Employer aware of stewards/negotiators	2
5.2	No discrimination	2
5.3	Payment of union dues	2
5.4	Furnishing of counsel	2
Article 6	Employer Rights and Grievance Procedure	2
6.1	Definition of a grievance	2
6.2	Union representatives	2
6.3	Processing of a grievance	3
6.4	Procedure	3
6.5	Arbitrator's Authority	4
6.6	Waiver	5
6.7	Choice of remedy	5
Article 7	Hours of Work	5
7.1	Employer to determine work schedules	5
7.2	Normal work day	5
7.3	Normal work year	6
7.4	Work Schedules to be posted	6
7.5	Emergency	6
7.6	Sundays and Holidays	6
Article 8	Overtime and Premium Pay	6
8.1	Work beyond the normal work day	6
8.2	Employees returning to duty	6
8.3	Employees called in for court appearances	6
8.4	Employees called in for court appearances/court cancelled	6
8.5	Overtime computation	6
8.6	Overtime not to be compounded	6

Article 9	Holidays	7
9.1	Paid Holidays	7
9.2	Regular Employees working on a paid holiday	7
9.3	Personal Holiday	8
Article 10	Vacations	8
10.1	Regular Employees	8
10.2	Vacation hours earned	8
10.3	Vacation hours to be credited	8
10.4	Employees leaving employment	8
10.5	Amount to carryover	8
10.6	Waiver of vacation leave	8
10.7	Vacation preferences	8
10.8	Emergency	9
Article 11	Sick Leave	9
11.1	Regular employees	9
11.2	Sick leave hours earned	9
11.3	Sick leave accumulation	9
11.4	Retirement/Termination	9
11.5	Sick leave and allowed absences	9
11.6	Medical certification required after 3 days	10
11.7	Requirement to notify supervisor	10
11.8	Cause for disciplinary action	10
Article 12	Funeral Leave	10
12.1	Eligibility	10
Article 13	Military Leave	10
Article 14	Insurance	10
14.1	Employer to offer both health and dental insurance	10
14.2	Health Insurance	10
14.3	Dental Insurance	11
14.4	Life Insurance	11
Article 15	Introductory Period, Seniority and Resignation	11
15.1	One year introductory period for new officers	11
15.2	Employees to become regular employees	11
15.3	No regular employee to be laid off while an introductory employee employed	11
15.4	Employees written notice of intent to resign	12
Article 16	Discipline	12
16.1	Forms of discipline	12
16.2	Suspensions, demotions. and discharges to be in written form	12
16.3	Employees and Union to receive copies of all written notices	12
16.4	Personnel files,	12
16.5	Investigation of disciplinary action	12
16.6	Grievances to be initiated by Union	12
Article 17	Wages	12

17.1	Employees to be paid in accordance with Schedule "A"	12
17.2	Differential pay	13
17.3	Field Training Officer (FTO)	13
17.4	Employee promoted to Sergeant	13
Article 18	Uniforms	13
18.1	New Employees to be provided proper uniform	13
18.2	Employer to make direct payment to vendors	13
18.3	Probationary period	13
18.4	Ability to carry over unused uniform allowance	13
18.5	Damages to glasses	13
18.6	Repair or replacement of watches	13
Article 19	Weapons	14
19.1	Practice ammunition	14
19.2	Duty ammunition	14
Article 20	Licenses	14
20.1	Employer to pay the annual POST license fee	14
Article 21	Post Retirement Health Care Savings	14
21.1	Establishment of VEBA	14
21.2	Severance pay	14
21.3	Contribution of severance	14
21.4	Administrative fee	14
Article 22	Police Policy and Procedure Manual and Employee Manual	14
22.1	Collective bargaining agreement shall govern over the Personnel Policy	14
Article 23	Waiver	15
23.1	All prior agreements, etc. to be suspended	15
23.2	Agreement to be opened only upon consent of both the Employer and Union	15
Article 24	Savings Clause	15
24.1	Provisions to be voided if contrary to law	15
Article 25	Duration	15

ARTICLE 1 PURPOSE OF THE AGREEMENT

This agreement is entered into effective January 1, 2026 between the City of St. Joseph, hereinafter called the "Employer," and the Law Enforcement Labor Services, Inc. hereinafter called the "Union." It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation add/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all employees in the St. Joseph Police Department who are both public employees within the meaning of Minnesota Statutes Section 179A.03, Subdivision 14, and work more than fourteen (14) hours per week and 67 days per year, excluding the Chief of Police and all other non-police Employees of the City of St. Joseph.

ARTICLE 3 DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc.
- 3.2 Employee: An employee included in the appropriate unit of Employer represented by the Union.
- 3.3 Regular Employee: Employee who has completed the introductory period.
- 3.4 Introductory Employee: Employee who has not yet completed the introductory period.
- 3.5 Department: The City of St. Joseph Police Department.
- 3.6 Employer: City of St. Joseph.
- 3.7 Chief: Police Chief, City of St. Joseph.
- 3.8 Scheduled Shift: A continuous work period including two fifteen (15) minute paid rest breaks and a one-half (1/2) hour paid lunch break.

ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of

personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this Agreement.

- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 5 EMPLOYEE SECURITY

- 5.1 The Union may designate employees from the bargaining unit to act as steward and alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 5.2 There shall be no discrimination, by the Employer or LELS against any employee because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local commission, disability; sexual orientation, age or non-membership in LELS.
- 5.3 For such employees as authorized in writing, the Employer shall deduct from the first pay of each month an amount equal to the regular monthly Union dues and shall remit such monies to the Treasurer of the Union.
- 5.4 The Employer and the Union recognize the provision of Minnesota Statutes 471.44 regarding the furnishing of a counsel to defend Officers in certain circumstances arising from the performance of their official duties, for action brought by citizens.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 DEFINITION OF GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 UNION REPRESENTATIVES

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the names of such Union Representatives and of the successors.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and Employer the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss of pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the Union Representative have notified and received the approval of

the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Police Chief in writing. The Chief will discuss and give answer to such Step 1 grievance within ten (10) calendar days after receipt.

Step 2. If a grievance is not resolved in Step 1 and the Union desires to appeal it to Step 2, the Union shall, within ten (10) calendar days after the Chief of Police's submission of his or her final Step 1 answer, place the appeal in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested, present the grievance to the City Administrator and discuss it with the City Administrator. The City Administrator will give an answer to the Step 2 grievance in writing within ten (10) calendar days after receipt.

Step 3. If a grievance is not resolved in Step 2 and the Union desires to appeal it to Step 3, the Union shall, within ten (10) calendar days following the City Administrator's submission of his or her Step 2 answer, place the grievance in writing; present the writing to the City Council and discuss it with the City Council. The City Council will give an answer to the Step 3 grievance in writing within (10) calendar days after receipt of the Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Council's final answer in Step 3. Any grievance not appealed in writing in Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. If a grievance is not resolved in Step 3, the parties may, by mutual agreement, submit the grievance to mediation to the State of Minnesota, Bureau of Mediation Services. A submission to mediation preserves the timelines for filing.

Step 5. If a grievance is not resolved in Step 3 or 4 and the Union desires to appeal it to Step 5, the Union shall submit the grievance to arbitration subject to the provisions of the Public Employment, Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the rules established by the State of Minnesota, Bureau of Mediation Services, except that for grievances subject to Minnesota Statutes, section 626.892, the selection of an arbitrator is governed exclusively by that law. During the time between the appeal to Step 5 and the date set for arbitration, either party may, by mutual agreement, submit the grievance to mediation through the Bureau of Mediation Services for attempt at

resolution. A submission to mediation extends and tolls the timelines for further proceedings on Step 5.

6.5 ARBITRATOR'S AUTHORITY

- A. The Arbitrator will have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and will have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator will be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree in writing to an extension. The decision will be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

6.6 WAIVER

If a grievance is not presented within the time limits set forth above, It shall be Considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

6.7 CHOICE OF REMEDY

If the event giving rise to the grievance is appealed to any procedure other than the grievance procedures in this Article, at any time, the grievance is not subject to this grievance procedure nor arbitration under such procedure.

ARTICLE 7 HOURS OF WORK

- 7.1 The Employer shall be the sole authority in determining the work schedules.

- 7.2 The normal work day shall consist of eight (8) to ten (10) hours. The Employer shall provide LELS with sixty (60) days written notice prior to implementing any change in the work day, unless LELS agrees to shorter notice or the change is necessitated by an emergency.
- 7.3 The normal work year shall consist of 2080 hours.
- 7.4 Work schedules shall be posted one (1) week in advance, subject to change due to emergency circumstances. Trading of shifts will be allowed if approved by the Chief. Any department initiated changes less than one (1) week in advance after posting will be paid at the overtime rate.
- 7.5 "Emergency" circumstances relate solely to health and safety Issues
- 7.6 So far as possible, Employees shall receive an equal number of Sundays and Holidays off each year.

ARTICLE 8 OVERTIME AND PREMIUM PAY

- 8.1 All work in excess often (10) hours per day or work beyond the normal scheduled work time shall be paid for at a rate of one and one-half (1 1/2) times the Employee's base hourly wage.
- 8.2 An employee called back to duty during his/her off-duty hours shall receive a minimum of two (2) hours at time and one half.
- 8.3 If an employee is called in for court appearances during an off duty time, the employee shall receive a minimum of three (3) hours of their base hourly wage at a rate of one and one-half (1 1/2) times their base hourly wage.
- 8.4 If an employee is scheduled for a court appearance and the matter is canceled 48 hours or less before the scheduled appearance day, the employee will be paid three (3) hours. The compensation will be paid at one at one half (1 1/2) times the employee's regular straight time hourly rate of pay.
- 8.5 An Employee may elect to receive compensatory time in lieu of overtime pay under 8.1. It may be taken in hourly or half hour increments. Employees may accumulate up to 80 hours of compensatory time and carry over to the next calendar year a maximum 40 hours. Hours accumulated over the maximum of 40 hours as of the final day of the final full pay period of the calendar year will be paid out on the payday for that payroll period.
- 8.6 For purposes of computing overtime and premium pay, overtime or premium pay shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 9 HOLIDAYS

9.1 The following twelve days shall be paid holidays for Employees:

New Years Day	January 1 st
Martin Luther King	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	1/2 day and ½ floating
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

9.2 Employees who work on a paid holiday shall receive some other day off with pay. An Employee is considered to have worked on a holiday only if the Employee's shift commenced on the holiday regardless of when the shift ended. Should a paid holiday occur during an Employee's scheduled day off, the Employee shall receive some other day off with pay. If the Employee fails to take another day off prior to June 1 (for holidays falling on or between December 1 and May 31) or December 1 (for holidays falling on or between June 1 and November 30), the Employee shall be compensated for the holiday at the regular rate of pay in exchange for the day off. In addition, full time employees shall be paid at a rate of one and one-half their base hourly wage for all hours worked on the following holidays:

New Years Day, Martin Luther King Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day.

9.3 Each regular Employee shall receive a Personal Holiday to be used at the discretion of the employee upon approval of the immediate supervisor. An additional personal holiday is added after 10 years of continuous employment. Personal Holiday hours not used before December 31st of any calendar year shall be forfeited.

ARTICLE 10 VACATION

10.1 Full time employees are eligible for paid vacation. Vacation accrues from the first day of employment.

- 10.2 Regular full time Employees shall earn vacation benefits annually as follows:

<u>Full Months of Service</u>	<u>Hours</u>
0 Through 23 months	80
24 months through 59 months	120
60 months through 119 months	160
120 months and onwards	200

Employer may credit an employee that begins employment with employer for months of service for purposes of this section based on their experience.

- 10.3 Vacation hours will be credited each pay period, prorated on the schedule in section 10.2.
- 10.4 Employees separating employment in good standing after giving proper notice of termination shall be compensated for vacation leave earned and unused to the date of separation by lump sum payment.
- 10.5 Employees are allowed to carry forward to the next calendar year a maximum of one hundred (100) hours. All unused vacation time in excess of 100 hours shall be forfeited.
- 10.6 No Employee may waive vacation leave in order to receive double pay. An Employee who works on a day when he or she is also taking vacation leave shall not receive overtime pay for the hours worked, unless the employee actually works more than ten (10) hours on the vacation leave day.
- 10.7 Vacation preferences shall be designated by March 30 of each calendar year and seniority shall govern in cases of conflict. Officers shall schedule at least eighty (80%) of their vacation time by May 1st of each year.
- 10.8 An Employee deprived of vacation schedules or any part thereof due to an emergency, shall be compensated in cash for the vacation time lost, or be allowed the vacation time taken at a later date on approval of the Employer, at the Employer's discretion.

ARTICLE 11 SICK LEAVE/ESST

- 11.1 Full time employees are eligible to earn sick leave. Sick leave accrues from the first day of employment.
- 11.2 Sick Leave with pay shall be earned by each regular full time employee on a basis of eight (8) hours for each month of service.
- 11.3 Sick leave may be accumulated up to a maximum of six hundred (600) hours. When an employee has reached the maximum accumulation of sick days, s/he will be

paid for quarterly for any hours exceeding 600.. Such payment will be contributed to the employee's Health Care Savings Plan (HCSP).

- 11.4 Upon retirement or termination in good standing employees shall be compensated for unused sick leave based on the following table:

0-3 years	Employee shall not receive compensation for unused sick leave
4-9 years	Employee shall receive 50% of their unused accumulated sick leave
10+ years	Employee shall receive 100% of their unused accumulated sick leave up to 600 hours

Separation payment for unused sick leave will be paid in accordance with section 21.3 of this agreement.

- 11.5 Sick leave may be granted only for an illness or injury necessitating an absence from work. Up to 160 hours of accrued sick leave may also be used for the employee's relatives defined in and under the terms provided in state law.
- 11.6 Certification by a physician may be required in any request for sick leave, according to the City Personnel Policy.
- 11.7 In order for an eligible Employee to receive sick leave, the employee must report prior to scheduled work to the Chief of Police the reason for a proposed absence from duty and keep the Chief of Police informed of his or her condition of the absence if it is for more than three (3) days.
- 11.8 An employee using sick leave when physically fit except as otherwise provided by this Article, may be cause for disciplinary action, including suspension, demotion or dismissal.

ARTICLE 12 FUNERAL LEAVE

- 12.1 An employee shall be granted five (5) consecutive days leave with pay in the event of a death in the immediate family (spouse, children, step/foster children, grandchildren, father, mother, legal guardian, brothers and sisters) and three (3) consecutive days leave with pay for the funeral of a mother-in-law, father-in-law, grandmother or grandfather. In the event of unusual circumstances, sick leave may be taken in addition to funeral leave on approval of the Police Chief/City Administrator.

ARTICLE 13 MILITARY LEAVE

Employees shall be entitled to military leaves of absence and reinstatement in accordance with the law. The section is included simply to make city officers and employees aware of the fact that the state law applies.

ARTICLE 14 INSURANCE

14.1 The Employer shall offer group health and dental insurance to full time regular employees. The health insurance offered shall contain major medical, medical health care coverage and dependents health care coverage.

14.2 Health Insurance; For employees enrolled in Employer's group health insurance, The Employer will provide a High Deductible Health Plan (HSA), with the maximum employer contribution, to both the premium and Health Savings Accounts (H.S.A.) in 2026 is as follows:

Family Coverage

<u>YEAR</u>	<u>PREMIUM</u>	<u>H.S.A.</u>
2023	\$1,850.00/month	\$2,500.00/year

Single Coverage

<u>YEAR</u>	<u>PREMIUM</u>	<u>H.S.A.</u>
2026	\$750.00/month	\$2,500.00/year

Opt Out Health 2026 \$350.00/month stipend

New hires are eligible for the City's health insurance on the first of the month following hire date.

In conjunction with the first pay period of the calendar year, the Employer will Deposit one half (1/2) of the employer deduction contribution to each employee's individual HSA account. The second one half (1/2) of the Employer's contribution shall be deposited into each employee's individual HSA account on the pay period closest to and after July 1 of each calendar year.

14.3 Dental Insurance. The Employer will pay 80% of the dental insurance premium and the employee shall pay 20% of the premium for regular full time employees, their spouse and their dependents. New hires are eligible for the City's dental insurance on the first of the month following a 30-day waiting period from the date of hire.

14.4 Life Insurance. The Employer shall provide regular full time employees with term Life Insurance with death benefits in the amount of at least \$25,000. New hires are eligible for the City's life insurance on the first of the month following a 30-day waiting period from the date of hire.

ARTICLE 15 INTRODUCTORY PERIOD, SENIORITY, AND RESIGNATION

15.1 All newly sworn police officers shall serve a one (1) year introductory period upon completion of basic training, and all other Officers with one year full time previous experience in the State of Minnesota shall serve a six (6) month introductory period.

During their introductory period, employees may be terminated at the sole discretion of the Employer.

- 15.2 Upon completion of the introductory period, employees shall become regular Employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their continuous employment.
- 15.3 In the event of a layoff or recall, seniority shall govern provided: that no regular Employee shall be laid off while introductory employees are employed.
- 15.4 The Employee shall provide at least fourteen (14) calendar day's written notice of an intent to resign, specifying the termination date, and reason for resignation. Failure to provide such notice may mean a loss of termination benefits due under this Agreement. An unauthorized leave of more than three (3) working days shall be deemed to be a resignation without notice.

ARTICLE 16 DISCIPLINE

- 16.1 The Employer will discipline employees for just cause only. Discipline shall be in one of the following forms:
 - a.) Oral reprimand
 - b.) written reprimand
 - c.) suspension
 - d.) demotion, or
 - e.) discharge
- 16.2 Suspensions, demotions and discharges will be in written form.
- 16.3 Written reprimands, notices of suspension and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.
- 16.4 Employees may examine their own individual personnel files at reasonable times under the supervision of the Employer.
- 16.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such a meeting.
- 16.6 Grievances relating to this Article and involving suspension, demotion or discharge shall be initiated by the Union in Step 2 of the Grievance Procedure, under Article 6.

ARTICLE 17 WAGES

- 17.1 In calendar year 2026, employees will be provided a 3.5% base pay increase as provided in Employer's base pay schedule for 2026.
- 17.2 Differential pay will be applied to regularly scheduled work hours from 6:00 PM through 6:00 AM, which will not include overtime hours or any other hours in which the employee is paid compensation above their base hourly wage. It is payable in multiples of one hour, scheduled between 6:00 PM and 6:00 AM of the next day. The rate for 2023, 2024, and 2025 shall be \$1.00 per hour.
- 17.3 The designated Field Training Officer (FTO) shall receive one hour of compensatory time for each shift they work as FTO.
- 17.4 An employee promoted to sergeant shall move to the sergeant pay scale with a minimum wage increase of 5%.

ARTICLE 18 UNIFORMS

- 18.1 All new Employees shall be provided with an initial proper uniform, provided that any employee terminated during her/his introductory period shall return all uniform items, leather, and weapons to the Employer.
- 18.2 As a uniform allowance, the Employer shall make direct payment to approved vendors for uniform items or maintenance approved by Chief of Police and purchased by the Employee; The uniform allowance shall not exceed \$725. Any uniform purchases in excess of the above stated amounts shall be an expense of the employee.
- 18.3 New employees shall not accrue uniform allowance until completion of their six (6) month introductory period. Upon completion of their introductory period, new officers shall be entitled to a uniform allowance prorated for the remainder of the calendar year in which the introductory period ends.
- 18.4 Officers shall be allowed to carry forward a total of \$100 of unused uniform allowance from one calendar year to the next.
- 18.5 The Employer shall cover all costs on glasses damaged or destroyed in the line of duty.
- 18.6 The Employer shall pay up to twenty-five (25) dollars for repair or replacement of watches in the line of duty.

ARTICLE 19 WEAPONS

- 19.1 The employer shall furnish each officer with up to two boxes of ammunition (100 rounds) per month for practice. The officer shall sign a receipt indicating that they have received the ammunition for target practice. Each Officer shall be issued four targets for each one hundred rounds of ammunition. All targets shall be returned on July 1 and January 1 of each calendar year.

- 19.2 The employer shall furnish each officer with the required duty ammunition once per year.

ARTICLE 20 LICENSE

- 20.1. The Employer shall pay annually the POST license for all full time Regular employees required to be licensed.

ARTICLE 21 POST RETIREMENT HEALTH CARE SAVINGS

- 21.1 Establishment of VEBA. The Employer will establish an Employer-sponsored Post Retirement Health Care Savings Plan (HCSP) as provided for in the Laws of MN 2001, Chapter 352.98, for participation of Regular full time employees.
- 21.2 Severance Pay. Upon separation of employment in good standing, the employee will receive 100% of their severance pay provided in 10.4 and 11.4. of this Agreement. Payment shall be determined on the basis of the employee's rate of pay in the pay period in which employee separated from employment.
- 21.3 Contribution. Within sixty (60) days of the effective date of separation of employment, the Employer shall deposit into the individual HCSP account 100% of the severance pay provided in 11.4 of this Agreement. Employees will not be entitled to receive these amounts in the form of taxable cash compensation.
- 21.4 Administrative Fee. Annual investment fee charges and administrative fees to administer the Plan are deducted from the employee HCSP Account.

ARTICLE 22 POLICE POLICY AND PROCEDURE MANUAL AND EMPLOYEE MANUAL

- 22.1 Where the Collective Bargaining Agreement conflicts with the Employee manual, the Collective Bargaining Agreement shall govern. Otherwise, the Police Officers shall be subject to the terms and conditions of the Employee Manual. The Police Officers shall also be subject to the policies and procedures set forth in the Police Policy and Procedure Manual. Where the terms of the Police Policy and Procedure Manual conflicts with either the Collective Bargaining Agreement or the Employee Manual, the Collective Bargaining Contract and the Employee Manual shall govern.

ARTICLE 23 WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provision of the Agreement, are hereby superseded.

23.2 All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for its specified term. The Employer and the Association agree that only upon written consent of both parties may this agreement be opened during its life for purposes of negotiations on terms or conditions of employment covered by this Agreement or those not specifically referred to or covered by this Agreement.

ARTICLE 24 SAVINGS CLAUSE

24.1 The Agreement is subject to the laws of the United States, the State of Minnesota and the Employer. In the event any provision of this Agreement shall be held contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 25 DURATION

25.1 This Agreement shall be effective as the 1st day of January, 2026 and shall remain in force and effect until the 31st day of December, 2026.

IN WITNESS WHEREOF, the parties have executed this agreement on the latest date affixed to the signatures hereto.

CITY OF ST. JOSEPH

LAW ENFORCEMENT LABOR SERVICES

By: _____
It's Mayor

By: _____
It's Business Agent

By: _____
It's City Administrator

By _____
It's Union Steward

Date: _____

Date: _____