



CITY COUNCIL REGULAR MEETING

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

Monday, December 05, 2022 at 6:00 PM

AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
 - A. Minutes - November 21, 2022
 - B. 2023 Business Licenses
Resolution 2022-62 Adopting the license renewals for 2023
 - C. Language Line Interpretation Services
 - D. Outfitting Crane Truck
 - E. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
 - A. 2023 Proposed Budget Presentation
Resolution 2022-63 Certifying taxes payable in 2023
Resolution 2022-64 Adopting Budget for 2023
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. Fee Schedule Amendments - 2nd Reading
Ordinance 302 - Amending section 2-9-1 of the city code regarding the fee schedule
 - B. Rivers Edge Acceptance of Public Infrastructure Improvements and Release of Financial Security
Resolution 2022-65 Acceptance of Public Infrastructure Improvements and Release of Financial Security
 - C. Rivers Edge 2nd Addition Acceptance of Public Infrastructure Improvements and Release of Financial Security
Resolution 2022-66 Acceptance of Public Infrastructure Improvements and Release of Financial Security
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
 - A. Liquor Store Report - 3rd Quarter
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**

December 8 - Santa at the Police Station 5:00 pm-7:00 pm
December 14 - Open House at City Hall and Fire Station 4:00 pm-8:00 pm
December 19 - City Council Meeting - 6:00 pm
December 21 - Planning Commission Meeting - 7:00 pm
December 26 - Christmas Observed - City Offices Closed
14. **ADJOURNMENT**

Council Member Muehlbauer will be attending via Zoom from:
5223 S Priest Dr Tempe AZ 85283

Join Zoom Meeting

<https://us02web.zoom.us/j/85612784762?pwd=UGhsU0orYzZGMnNBd1ZmMEswVEd6dz09>

Meeting ID: 856 1278 4762

Passcode: jTzK1B

One tap mobile

+16469313860,,85612784762#,,, *222610# US

+19292056099,,85612784762#,,, *222610# US (New York)

Dial by your location

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

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Meeting ID: 856 1278 4762

Passcode: 222610

Find your local number: <https://us02web.zoom.us/j/kexRA7EjOg>

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

November 21, 2022

6:00 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL

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

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

APPROVAL OF AGENDA

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

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

3. CONSENT AGENDA

A. City Council Minutes - November 7, 2022

B. LESO 1033 Program

C. Public Safety Project Legislation Renewal

Resolution 2022-60 - Support of Anoka County Joint Law Enforcement

Council's Renewal of Legislation for Future Public Safety Projects

D. Siwek Park Improvements – Pay Estimate no. 4

E. 2020 Street Reconstruction and Watermain Improvement Project – Final Payment

F. 2021 Street Rehabilitation Project – Final Payment

G. Poppy Street and 229th Lane Reconstruction Project – Pay Estimate No. 3

H. CIP Software

I. Appointment of Brent Wentworth and Zach Goers to the position of Lieutenant-Fire Department

J. Notice of Funding Restriction for Siwek Park Property

K. Gambling Permit – St. Francis Athletics Booster Club

L. Payment of Claims

MOTION BY: ROBINSON SECOND: BAUER APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

4. **MEETING OPEN TO THE PUBLIC**

Mark, a resident from St. Francis came forward and shared he received his tax statement and the section in regard to the City budget shows the City's increase in revenue being significantly higher than the increase in expenses. He shared his frustration with this and shared it looks bad to the public.

Mayor Feldman thanked Mark for bringing this forward and stated that the portion of the property tax information sheet is new and does not give an itemized list of this expenses and what is seen is only a portion of the expenses. He shared that the public hearing on taxation will be held on December 5, 2022. He stated this Council is open and transparent and his happy to answer any questions. He stated he does not like the way the County does not have a fully itemized list to show the actual numbers. Finance Director Darcy Muvihill added that the levy was raised to help fund the debt service on the new building and the debt has not sold yet so this is not included on the tax statement. Mayor Feldman shared the differences on his 2022 to 2023 tax statements. He encouraged anyone with questions to call Muvihill or any member of Staff.

Weston Rolf of the Oak Grove City Council came forward and shared he will be the next Mayor of Oak Grove. He stated that he is aware that St. Francis and Oak Grove have had their differences from time to time, but he would like to leave those differences in the past and move forward with St. Francis for the good of each city.

Mayor Feldman congratulated Rolf on his new position and agreed that he would like to move forward and leave the past behind. He stated how much of a tool joint power agreements can be between the cities for the benefit of both sister cities. He is very optimistic about the future of the cities. Rolf added he hopes to keep the line of communication open between the cities.

Robinson congratulated Rolf on winning the election and thanked him for coming to the meeting.

Muehlbauer thanked Rolf for coming and shared he hopes the disdain between the cities is over.

Bauer welcomed Rolf and hopes the past is in the past between the two cities.

Udvig congratulated Rolf and shared she looks forward to working with him and his new councilmembers.

Mayor Feldman stated that Poppy Street is almost complete and is just waiting on some sod, seeding and sprinkler systems. He shared a note from a resident that thanked the Council for their thoughtfulness of getting new utilities and black top on Poppy Street as well as making this road safe. He stated his goal, and the goal of the Council is to make the residents' life better.

5. SPECIAL BUSINESS

6. PUBLIC HEARINGS

A. Poppy Street and 229th Lane Reconstruction Project – Hearing on Proposed Assessment Resolution 2022-61 Adopting Assessments for the Poppy Street and 229th Lane Reconstruction Project

City Engineer Craig Jochum reviewed the Staff report and gave a summary of the project.

Mayor Feldman opened the Public Hearing 6:17 p.m.

Theresa Renner, 22940 Poppy St - came forward and asked if this can be paid off in a shorter amount of time than 15 years. Jochum stated it can be paid off by November 15th of the given year or interest will be charged for the preceding year. He stated a partial payment can be made in the first 30 days and after that it can only be paid in full. Mulvihill stated the breakdown of payments is in the packet. She added the amount on the tax statement will be split in two. The resident stated the home next door to her is being sold and the lender and the underwriter wanted to know what that person's taxes are. Mulvihill stated that taxes can be found online with a parcel ID number, or they can contact the City.

Mayor Feldman asked when the amount in full could be paid off. Muvihill stated that would be allowed 30 days from now, December 20, 2022. She reiterated that prepayments can only be taken until November 15th of the given year to avoid paying interest for the coming year. Mayor Feldman stated the 2.2% interest rate is great for the amount of work that was done, and the improvements made.

Muehlbauer told the resident to encourage her neighbors to call or stop by City Hall for help.

Steve Ortell, 839 235th Avenue, East Bethel, came forward and asked when this could be paid off. Muehlbauer stated it is 30 days from tonight.

Mayor Feldman closed the Public Hearing at 6:27 p.m.

MOTION BY: MUEHLBAUER SECOND: ROBINSON ADOPTING RESOLUTION 2022-61 ADOPTING ASSESSMENTS FOR THE POPPY STREET AND 229TH

LANE RECONSTRUCTION PROJECT.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman

Nays: None

Motion carries: 5-0

7. **OLD BUSINESS**

A. Weber, Inc. Payment

Mayor Feldman reviewed the Staff report and shared updates on the payments. He read an email he received from Weber concerning them losing money on this project. He stated that their losing money on the project was not a problem of the City as the City paid the costs that were bid out. He explained the breakdown of the costs, starting with the low quality threshold that was installed that did not last. He stated a new threshold was ordered which was the wrong size and could not be returned and this was a cost to the City for their mistake. He also discussed the difference in agreed upon price of the ceramic tile flooring and the lumber that was left outside in the elements that warped and became unreturnable and unusable. He stated that they were charged more for lumber than the amount of lumber used and Weber still came back and tried to get them to pay more. He shared he told Weber that the City will pay the amount it owes not one penny more or less and the City does not owe the amounts due made by errors from the project manager. He added that he was at the project every day for months and will not stand the City being ripped off by a company that is incapable of handling the job. He shared everything had been brought to code in this project, which was the hardest part of the project. He asked Council to approve the payment of \$4,185.17 with \$209.26 being withheld in retainage which is 5% of the amount.

Muehlbauer asked if this would end up costing more in lawyer and legal fees and if it would be cheaper to pay the extra \$943.03. Mayor Feldman said he agrees but Weber has had multiple lawsuits against them. Assistant City Attorney Dave Schaps asked to keep the discussion on what is being asked of Council which is to approve the payment for \$4,185.17 and the rest can be discussed later. Muehlbauer stated his support in approving the amount of \$4,185.17.

Mayor Feldman shared that he was asked why he did not come forward with change orders and this is due to dealing with this company. He stated that Miles wrote an AIA contract without mediation or court, he wrote in only arbitration. He cannot justify paying the extra amount to Weber that the City does not owe.

Robinson stated that with a Public Works Director who was missing in action who could have done this and not put this headache on Mayor Feldman. He added he cannot even fathom the amount of legal time already spent and City employee time spent. He said this project started off on the wrong foot and Mayor Feldman took this project under his wing and saved the City lots of money. He added that if it is only just over \$900 versus the amount in legal fees, he thinks it should be paid.

Bauer agreed with Robinson that \$943.03 is not worth \$10,000 in legal fees.

Udvig asked Schaps if Council does not approve this what happens. Schaps stated that if Council wants to approve a different amount they would need a motion and a second to approve a different amount.

Mayor Feldman shared he is not surprised by Council's response. He stated there was a time when he was questioned for not bringing change orders and he did this job and charged the City nothing to do this job. He said it was a \$70,000 job that he charged nothing for so that he can prove to the residents that when the City Hall Fire Station is being built they will have confidence in the City. He stated he will not vote for paying the full amount that Weber is requesting as he was there when Council was not. He said Council will have to explain to the people what their thinking is.

MOTION BY: MUEHLBAUER SECOND: ROBINSON APPROVING PAYMENT OF \$4,871.79 ON CHANGE ORDER #005.

Ayes: Udvig, Robinson, Bauer, and Muehlbauer.

Nays: Feldman

Motion carries: 4-1

8. **NEW BUSINESS**

A. Fee Schedule Amendments

City Administrator Kate Thunstrom reviewed the Staff report on amending the fee schedule. She was happy to answer any questions.

Mayor Feldman wanted to bring food trucks to Council's attention. He stated he has had a lot of difficulty in the past years getting food trucks out due to the fees, even though they are lower than other cities. He shared he has received lots of complaints from vendors concerning these fees. He stated he is for not even charging these vendors because getting the food trucks in the City is something the public wants and enjoys. He wanted to bring this to a work session and have some vendors come in to discuss with the Council. He believes that the vendors should still provide their general liability insurance coverage and fill out an application. He does not see what the fee really does for the City. Thunstrom stated the fees being charged are to provide for Staff time, investigation time, and processing time for the application. She stated this fee is one of the lowest fees the City charges and if they will not charge it then the City will be subsidizing all of the work for the food trucks by offered the vendors the benefit of free Staff time. Mayor Feldman reiterated that he has experienced difficulty in the last two years getting food trucks to come to the City.

Muehlbauer added that by not charging a fee it would disrespect those businesses who have established themselves in brick and mortar stores. He shared the situation last year when there were residents upset on social media that there was

a taco truck across from an established taco restaurant. Mayor Feldman shared that the only reason there were four food trucks at National Night Out was because there was a promotion. He said that with the lower population of St. Francis, these vendors are likely to go to bigger cities.

Robinson asked for clarification on what the vacant building fee is and why it was raised. Thunstrom stated the vacant fees were put in place in 2014 after the foreclosure crisis due to many properties sitting boarded up. She said the fee encourages getting these houses back in line. Community Development Director Colette Baumgardner explained the increase is due to Staff's thoughts that the current amounts that are charged were not covering the social costs associated with a vacant building being in the City. She stated it is the same price for residential and commercial buildings. Robinson asked if there is a routine for Police or Fire to check in on these properties. Baumgardner said the list is shared with the Police team but she is not sure if there is a routine. Police Chief Todd Schwieger added there is not a formal procedure in place for checking in on these properties but the department is aware where they are located.

Robinson asked about the increase in non-profit organization fee for the ballpark from no fee to \$150. Thunstrom explained that this fee is put in place to cover Staff time taken to maintain the fields. Robinson asked if Thunstrom foresees any push back on this increase. Thunstrom stated that this is an annual fee and it used to be charged in previous years as well.

Robinson asked about the increase in the park dedication fee. He stated that with the economy the way it is, the increase is going to be unpalatable to some developers. He shared he called around to neighboring cities to gather their numbers for park dedication fees. Baumgardner stated this fee should not be set too high that it scares away developers but it should also be set at an amount that does accommodate for new and expected use and growth of the City parks. She stated that earlier in the year there was a park plan assembled that put together a structure of all of the park that would be needed moving into 2040 and broke out what the projected cost would be just due to new growth. She stated these fees can only be used for new improvements to parks, not park maintenance. She added that new investment in parks attributed to new growth expected in the City would total around \$11,000,000 and the current fees being charged would fall short of that now. She said this could be talked about further at a future meeting with City Planner Beth Richmond. She explained the three tiered approach to this. She gave examples from other surrounding cities fees. Mayor Feldman again stated that these other cities are significantly larger than St. Francis and they have more lots available. Thunstrom added that this is not accounting for what is developed but the charges that are put on what will be developed.

Mayor Feldman explained that these developers want to make a profit and if they can make more of a profit with a lower park dedication fee in other cities they will go there. He said if these fees are too high the developers will move on to other

cities. He thinks the numbers could be better as the upside of the economy comes back. He said they do not want to turn away development in the City and these numbers can do that. He added this may not be the right time to raise these rates.

Muehlbauer asked why there was an increase in escrow for driveways. Thunstrom explained that these escrow amounts act as an insurance on policy on if the City then must do the work itself. She stated the increase is partially due to inflation.

Bauer stated he agrees with Mayor Feldman and Robinson on the park dedication fee that it may not be the best time to increase the rates. He asked if a food truck wanted to come into the City for a day if it would have to prove its license for a year. Thunstrom stated that is correct. Bauer suggested charging \$15 for a year for these permits. He stated he is slightly discombobulated with the ballpark fee for nonprofits versus outside organizations and stated he thinks the fee should be the same for all.

Muehlbauer added to the food truck situation and asked if a vendor pays for a whole year if that means they can operate every day or if they have to use more Staff time every time they want to be in the City. Wida stated the yearly permit is for the year, but the vendor must come in for a new permit if they are switching locations and the permit has to be signed off on by Public Safety. Mayor Feldman suggested leaving this as it is right now and in the spring this can be brought to a work session with food vendors present to discuss.

Bauer asked if everything is kept the same and this is approved, would the park dedication stay the same or would they make any changes. Thunstrom stated this is a first reading so if there is something that needs to be adjusted, it needs to be done before this is brought back in two weeks.

Thunstrom clarified Bauer's concern of the non-profit fees for the ballpark by saying that nonprofits are charged \$150 for a year whereas outside organizations are charged \$100 per night for the season. She stated she would have concerns not adjusting the park dedication fee at all as a \$21,000,000 concept idea was just approved for the future of the parks. She stated she would like to see some sort of increase, even if it was not the whole amount proposed. Mayor Feldman suggested a phase in plan. He understands needing to raise it, but with raising it there is a possibility it could scare developers away. He stated he is a firm believer that a development should not just be utilities, it should also be things like internet, but developers do not do this because they do not want to pick up the cost. He worries that if the fee jumps to \$3,500 and developers see that they will be scared off and there would be no money in the park fund at all.

Thunstrom added that a majority of the park fund was spent at Siwek Park. She stated that since these funds are for new improvements only this is leverage for grants for building and the park dedication was used as a match for the grant money from the State. Mayor Feldman asked if the fee would have been \$3,500

when Rivers Edge was doing the park would the developer have paid this amount. Thunstrom believes they would have.

Baumgardner recommended making the change from per lot to per unit, regardless of the fee amount. She used the example of an apartment. Robinson stated this is what the city of Elk River does. Mayor Feldman asked how this would affect the Bluffs of Rum River. Baumgardner stated there is not a development agreement set with the Bluffs of Rum River, so they would be incorporated into the updated fees schedule. Mayor Feldman asked to clarify that it would be an increase of \$1,000 per unit for the over 300 units at the Bluffs of Rum River. Baumgardner said that was correct. Muehlbauer suggested the developer could adjust the price of the homes accordingly. Mayor Feldman explained that the developer will pass his costs on to the builder, who will pass the costs on to the buyer of the home. He said the buyer is going to end up paying for this in the long run.

Muehlbauer expressed his concern with how much Siwek cost and took out of the park dedication fund. He stated the funds need to be there if they want further growth in other parks. Mayor Feldman again suggested a phase in plan by first increasing the park dedication fee by \$500 and if the County bounces back the other \$500 can be added on. He said the decision on this right now is not set in stone for the future, it can be changed and discussed again. Thunstrom stated these fees are brought to the City this time every year and they will be opened up mid-year to account for changes in the code, but overall they will be discussed again.

Udvig agreed with Thunstrom on starting with a smaller increase on the park dedication fees. She explained that these funds are needed and these increases are inevitable in order to keep up with the parks. She does not see the \$1,000 increase as a huge increase. She stated that if the City wants to provide the services to the park, the City needs to charge what is going to be the cost to build them. Mayor Feldman added that he has seen research that in the State one of the main things that hold up development are city's policies, permits and charges. He again suggested the phase in plan to be reevaluated with the economy turns up.

Robinson shared he would like to see a work session for the higher density situations and a formula for what is charged in park dedication. He stated he would like to see the Council per diems brought down to \$25 and \$50 as opposed to \$35 and \$75. He stated in his opinion Council are public servants and would like to see this brought down.

Mayor Feldman asked for an explanation of the thumb drive fee. Wida stated that the file is put on a thumb drive provided by the City and given to the consumer so the fee is for the cost of the thumb drive.

Mayor Feldman asked about the delinquent fees that were marked out on the fee schedule. Wida stated there was no change in this and it was just a spacing issue.

He asked about the delinquency fee change from the lesser of 10% or \$75 to just 10%. Mulvihill said yes.

Bauer stated he has just started taking the Council per diems since the work sessions are very lengthy and he heard a Councilmember say that they have not received a pay raise in six years. He stated he does not want a pay raise, but there are dollars out there that account for those extra hours. He stated he is not for reducing the per diems but if it were to ever come to the Council to raise the pay rate, he would not be in support as there are dollars in the fee schedule for this already. He added he does agree with raising the park dedication fees after hearing what Udvig had to say. He stated that residents are going to be happy about the parks and if the park dedication is lowered and in return taxes are raised to pay for the parks the residents would not be happy.

Udvig shared she thinks the Council per diems should stay where they are and the people who want to take the funds can take it and vice versa. She said the City Council is not looking to give themselves a raise. She asked if this is in line with other cities per diems. Thunstrom said yes.

Mayor Feldman stated the City is between a rock and a hard place with development. He stated that residents do not see the park dedication fee because they just see the price of the house. He added that things are changing and there is no easy solution. In regard to the per diem, he stated that this Council does a lot of work and is due a raise, but timing is everything and now is not the time for that. He stated he would rather see an increase in wages rather than an increase in per diems. He reiterated that he would like to see the park dedication fees be phased in and warned of scaring away developers.

Bauer added when there is a fee schedule to pay the Council what they should be paid it does not make sense to raise the rate when there is money out there for the Council's time. Mayor Feldman stated it is up to each Councilmember to decide if they want to take the per diem and he is not for it.

MOTION BY: MUEHLBAUER SECOND: UDVIG APPROVING THE FIRST READING OF THE ORDINANCE WITH THE EXCEPTION OF THE PARK DEDICATION FEE SECTION

A roll call vote was performed:

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

Motion carried 5-0

B. Geotechnical Evaluation

Thunstrom reviewed the Staff report and the results of the geotechnical evaluations conducted for the City Hall Fire Station site. She shared that Chosen Valley had the lowest proposed amount and also turned the report around the quickest. She was happy to answer any questions.

Mayor Feldman explained that the soil evaluations are important since not much is known about the soil at this site. He asked when the work is going to be done and if they will have to drill through the slab into the ground to get to the soil below the existing building. Thunstrom stated this is needed for design so the evaluation will be done soon. She added that it is up to Chosen Valley how they get the soil they need.

Udvig shares she thinks they need to move ahead with this.

Bauer asked if there are any concerns with Chosen Valley being able to do the job since their price is significantly lower than others. Thunstrom stated that Chosen Valley comes in lower than competitors regularly.

Muehlbauer said Chosen Valley seems like a no brainer and likes the accelerated timeline to get things ready for this project.

Robinson says he has no problem with moving forward with Chosen Valley.

MOTION BY: UDVIG SECOND: BAUER APPROVING THE GEOTECHNICAL EVALUATION AND CHOOSING CHOSEN VALLEY FOR \$6,080.

Ayes: Udvig, Robinson, Bauer, Muehlbauer, and Feldman.

Nays: None.

Motion carries: 5-0

9. MEETING OPEN TO THE PUBLIC – NONE**10. REPORTS - NONE****11. COUNCIL MEMBER REPORTS**

Robinson shared he attended the last planning and zoning meeting and two new members were introduced. He said he went on a tour of the city of Newport's new fire station to get some ideas and inspiration for the new City Hall Fire Station.

Udvig stated she attended the Turkey Bowling and Bingo on Saturday and it was a well-attended event by the community. She reminded residents that the St. Francis community tree lighting will be on Wednesday, November 30th 2022 at Woodbury Park.

Bauer added that he was also at the Turkey Bowling and Bingo event and many St. Francis businesses were sponsors of this event.

Muehlbauer wanted to recognize the Winning with Cops program and encouraged Council to attend these events. He encouraged residents to like the Facebook page dedicated to the Winning with Cops program.

Mayor Feldman again mentioned the thank you card he received that he read to Council at the beginning of the meeting. He said it is nice to have someone acknowledge all the work that went into Poppy Street. He wanted to thank Deputy City Administrator/City Clerk Jenni Wida and the staff of judges for the exceptional job on the election, which had the highest midterm turnout. He also wanted to thank Public Works Director Paul Carpenter for his work on Siwek Park. Feldman added that Thunstrom also found the grant money to help pay for the park. He wished everyone a happy and safe Thanksgiving. He thanked Staff for all the work they put in throughout the year. He thanked the public for coming out and voting. He stated this Council is a platform for transparency and is happy to answer any questions. He thanked Jochum for the work done on Poppy Street.

12. UPCOMING EVENTS

November 21 - City Council Meeting

November 24 - City Offices Closed for Thanksgiving Holiday

December 5 - City Council Meeting

December 14 - Open House City Hall & Fire Station (4:00 pm - 8:00 pm)

14. ADJOURNMENT

There being no further business, Mayor Feldman adjourned the regular City Council at 7:56 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, City Clerk
SUBJECT: 2023 Business Licenses
DATE: December 5, 2022

OVERVIEW:

Renewal applications and supporting documents were mailed to businesses in October. The City Council receives a resolution listing all the license renewals for the following year. Payments have been received with the applications. The liquor license along with their certificate of liability insurance is then submitted to the State of MN.

The approval for the license renewal for Tasty Bar & Bowl is contingent on the closing of the property to the new owners by 12/31/2022.

ACTION TO BE CONSIDERED:

Adopt the attached Resolution 2022-62 listing the 2023 License Renewals

BUDGET IMPLICATION:

The City does budget potential revenue of the licenses; however, they can fluctuate from year to year slightly.

Attachments:

- Resolution 2022-62

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

RESOLUTION 2022-62

**A RESOLUTION ADOPTING THE
LICENSE RENEWALS FOR 2023**

(See Attached Exhibit A)

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

and the following voted against the same:
and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th
DAY OF DECEMBER, 2022.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk

Exhibit A
LICENSE RENEWALS FOR 2023

<u>LIQUOR LICENSES:</u>	<u>REGULAR</u>	<u>SUNDAY</u>
(1) Beef O’Bradys	\$ 4,000.00	\$ 200.00
(2) Tasty Bar & Bowl (Contingent on Sale from Patriot Lanes)	4,000.00	200.00
(4) St. Francis American Legion	4,000.00	200.00
(5) The Ponds Golf Course	4,000.00	200.00

<u>WINE/BEER LICENSES:</u>		
(1) Mansetti’s	\$200.00	\$ 200.00
(2) Burro Loco	\$200.00	200.00

<u>3.2% LICENSES – Off Sale:</u>	
(1) Kwik Trip	\$50.00

<u>TOBACCO LICENSES:</u>	
(1) Casey’s General Store #1769	\$150.00
(2) Dollar General #15702	150.00
(3) King’s County Market	150.00
(4) Kwik Trip #943	150.00
(5) St. Francis Bottle Shop	150.00
(6) Speedway #4870-River Country Coop	150.00
(7) Downtown Smoke Shop	150.00

<u>AMUSEMENT MACHINES</u>	<u># OF MACHINES</u>	<u>TOTAL</u>
(1) Beef O’Bradys	7	\$ 120.00
(2) Mansetti’s Pizza & Pasta	2	45.00
(3) St. Francis American Legion	1	30.00

<u>REFUSE HAULERS:</u>	<u># OF TRUCKS</u>	
(1) Ace Solid Waste/Waste Connections	7	\$550.00
(2) Republic Services	5	450.00
(3) LePage & Sons	7	550.00
(4) Waste Management of Cambridge	5	450.00

<u>TOWING LICENSE:</u>	
(1) PTL Tire & Auto DBA Ark Towing & Recovery	\$150.00



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Language Line Interpretation Services
DATE: December 5, 2022

OVERVIEW:

The police department has utilized the services of Language Line through Anoka County Central Communications for several years for its occasional language interpreter needs. It's been recently learned that Anoka County Central Communications will be canceling their contract with Language Line at the end of December 2022. Each law enforcement agency is now required to create their own account with Language Line if the continuation of services is needed. The only service that is used by the police department through Language Line is phone interpreting which is a Per Minute Usage Fee.

ACTION TO BE CONSIDERED:

City Council approval for the police department to enter into a service agreement with Language Line for continuation of interpreter services as periodically needed by police department staff.

BUDGET IMPLICATION:

Phone interpreter fees are invoiced by Language Line as described in the Statement of Work only when services are rendered on a per minute basis.

Attachments:

- Language Line Master Services Agreement and Statement of Work.

Client Name ("Customer"): St. Francis Police Department - OPI	Client # (if applicable):
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Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services provided by LanguageLine to Customer under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Statement(s) of Work, each of which is made a part of this Agreement. This Agreement and each of the Services the Customer chooses to receive from LanguageLine will become effective upon signing by both Parties and will continue in effect until terminated under Section 12 ("Termination"), provided that if LanguageLine is requested to and provides any Services to Customer prior to Customer's signing this Agreement, the terms and conditions of this Agreement will apply as if the Agreement had been signed by Customer. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of LanguageLine) or (iii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliate(s), those affiliate(s) must be identified on **Schedule A** of this Agreement and each such affiliate must enter into a separate Master Service Agreement with LanguageLine. An "affiliate" is any entity under Customer's full or partial control or otherwise related to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services.
- 5. LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification

criteria, and LanguageLine is solely responsible for ensuring that that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials and upon LanguageLine's reasonable request will provide a testimonial regarding LanguageLine's Services for use in LanguageLine's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine

within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

13. ADDITIONAL TERMS.

- a. **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- b. **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
- c. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
- d. **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
- e. **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
- f. **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
- g. **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
- h. **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
- i. **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@language.com with a copy to ContractAdministrationTeam@language.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
- j. **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. **ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Schedule A – Excluded Affiliates

Please identify any affiliates whose use of the Services will not be paid by the Customer:

AFFILIATE #1
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #2
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #3
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #4
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
AFFILIATE #5
Name:
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:

Additional affiliates can be listed in a separate page and attached to this document.

Client Name ("Customer"): St. Francis Police Department - OPI	Client # (if applicable):
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. **LANGUAGELINE PHONE INTERPRETING**

1.1. **SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. **PHONE INTERPRETING FEES**

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CIDWaived
- (c) **MONTHLY MINIMUM** per CIDWaived
- (d) **PLATFORM ACCESS FEE** per callWaived
- (e) **THIRD PARTY DIAL OUT FEE** per call.....Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment\$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$1.35
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$1.35
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$1.35
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.35

1.3. **PHONE INTERPRETING EQUIPMENT**

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

- (b)

PHONE INTERPRETING EQUIPMENT LEASE FEES. A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
1Solution™ Analog Dual Handset Phone.....\$4.50
1Solution Dual Handset IP Phone\$12.50
Panasonic® Cordless Phone with Dual Handsets.....\$10.50
- (c)

PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS. Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d)

PHONE INTERPRETING EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.
1Solution Analog Dual Handset Phone.....\$60.00
1Solution Dual Handset IP Phone\$150.00
Panasonic Cordless Phone with Dual Handsets\$85.00
Panasonic Headset\$25.00
Handsets\$10.00
Handset Splitters (price per unit)\$6.00
Wall Splitters (price per unit).....\$6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. SCOPE OF WORK

- (a)

DESCRIPTION OF SERVICES. LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b)

SERVICE DELIVERY. Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. INSIGHT VIDEO INTERPRETING FEES

- (a)

ACTIVATIONWaived
- ☐

Monthly Service Fee applied per Client Identification ("CID") service account based on the total number of activated devices:
Up to 10 Activated Devices\$30.00/month

Up to 100 Activated Devices\$75.00/month

101+ Activated Devices\$200.00/month

OR

☐ One-time Activation Fee applied per Customer for unlimited activated devices\$2,500.00/one-time fee

(b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85
3	Other Spoken Languages	\$1.95

2.3. INSIGHT VIDEO INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase (“Customer-Owned”) and lease (“LanguageLine-Owned”) options are available for the equipment identified below for use with InSight Services (collectively, the “Equipment”). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

LanguageLine-Owned: Leased by the Customer from LanguageLine.

Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.

Customer-Owned: Purchased by the Customer from LanguageLine.

- (b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine (“LanguageLine-Owned”).

iPad and LanguageLine Rolling Cart \$75.00/month

iPad and Table Top Stand \$45.00/month

- (c) **INSIGHT EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement (“Customer-Owned”). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

32GB 8th Generation iPad (10.2-inch, Wi-Fi Only) with Screen Protector (iPad Model:

MHNG3LL/A or MYLA2VC/A) \$425.00

128GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (iPad Model: MY2J2LL/A)

..... \$1,250.00

10.2-inch Screen Protector (Model: SP-AGF-APL-ID2019-2 or AWV102GL)..... \$15.00

12.9-inch Screen Protector (Model: AWV330GL)..... \$40.00

LanguageLine Rolling Cart with 10.2-inch LanguageLine TrueSoundSM (Model: 478-00197)

..... \$1,195.00

Table Top Stand with Enclosure (Models: 303W75-LL/185-01065, 303W299PSENW-LL or 303W290SENW-LL).....

\$275.00

Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL)..... \$145.00

LanguageLine TrueSound® Enclosure for 10.2-inch iPad (Models: 185-00999 or 185-

01064) \$195.00

12.9-inch Non-TrueSound iPad Enclosure (Models: 290SENW-LL or 299PSENW-LL)

..... \$130.00

2.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine’s rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement (“BAA”) with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App’s electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call’s completion.
- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment

will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

3. OTHER FEES

- 3.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 3.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer..... Waived
- 3.3. OPTIONAL CUSTOMIZATIONS**
- (a) Report configuration per hour Waived
 - (b) Report maintenance per month..... Waived
 - (c) Training assistance on site per day per training Waived
 - (d) Training materials development per hour..... Waived

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere

Title:	Title: CFO
--------	------------



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Paul Carpenter, Public Works Director
SUBJECT: Outfitting Crane Truck
DATE: December 5, 2022

OVERVIEW:

In June 2022 we asked council to allow us to purchase a chassis to be outfitted as a crane truck. We purchased a truck chassis in July 2022 and now we are ready to proceed with the outfitting of a crane body. Originally, we were working with ABM Equipment and through this process it was discovered that we were unable to use them. ABM informed us that they were not able to install a crane on the chassis we purchased. Fortunately, Aspen Equipment is able to meet our needs and outfit the truck chassis we purchased at State bid pricing.

ACTION TO BE CONSIDERED:

Authorize Aspen Equipment to outfit our cab and chassis in the amount of **\$74,126.00** per MN State Bid contract.

BUDGET IMPLICATION:

Purchase to be funded out of the CIP.

Attachments:

- Aspen Equipment Quote



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 - Fax: (952) 656-7159 - Website: www.aspenequipment.com

Cust Name: **City Of St Francis**

Quote Number: **CITY OF ST FRANCIS-25-BFX-44875-08-51-v1**

Quote Date: **11/10/2022**

Contact:

Phone: **763-235-2305**

Fax:

E-Mail:

Dealership:

Contact:

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Installed
1	2.053 84 LS	BrandFX Body - Length: 132" / Height: 42" / Depth: 20" / Width: 94" Vinyl rock guards Heavy duty black poly gas fill cup Automotive grade bubble gasket Bright white gel coat exterior Bright white interiors to reflect light LED Exterior lighting package (excludes backup lights) Flow-through ventilation system Non-skid compartment tops Included ICC lighting One piece molded doors with automotive finish both sides Recessed door jams 3/16" smooth aluminum bulkhead 3/16" smooth aluminum tail skirt Steel rear mounting brackets 1/8" steel tread plate floor Stainless steel hinges and hardware Automotive style dual rotary latch Vinyl coated stainless steel cable door stops	\$11,408.00
1	2.080 Body Installation	Mount body, install FMVSS lighting, Route fuel/DEF fillers, 1 pr. Mudflaps	\$2,414.00
3	2.112 Shelf 2	(2) adjustable fiberglass shelves	\$963.00
2	2.115 Drawer	Pullout drawer on slides. **ONLY AVAILABLE IN HORIZONTALS**STANDARD SIZES ONLY	\$404.00
7	2.135 Rope Light 2	Fibreglo flexible tubular lighting on 3 sides of compartment	\$3,899.00
1	14.2	Hours on cabinet lights not required	-\$2,393.00
1	2.150 84T Floor	3/16" aluminum treadplate / smooth with coating on floor (84T)	
1	2.161 Crane 25	Crane reinforcement for 25,000 ft. Lb. crane. Understructure long sills to be 4" x 4" x 1/4" square tubing. Cross members at front and rear to be 4" x 4" x 1/4" tube. All intermediate cross members to be 4" x 4" x 3/8". Crane tower to have 5/8" top plate. Mounting requires (4) shear plates per side	\$3,108.00
1	2.184 Tailgate	10" aluminum tailgate with automotive style latch. Incl w/ 40LS and 56LS SRW	\$387.00
2	2.406	570108, 84DLS front, 84DLS 2nd, 60 DLS rear, 84DLS 1 rear, 1-7", 2-5", 3-3"	\$3,560.00
1	6.11 1801060L	Service body Class V 2.5"x2.5" rec. tube hitch, 20,000 lb cap	\$956.00
1	6.49 560700	7-way flat pin trailer socket	\$274.00
1	8.3 Backup Camera	FMVSS 111 - Relocate factory installed backup camera system	\$520.00
1	8.136 033-M001	MCB Body Vise Bracket, Straight, HD with pocket	\$775.00
1	8.144 5LK15	Wilton 5-1/2" mechanic vise	\$377.00
2.5	8.218 Strobe Installation PR	Mount strobe pair, route wire to switch, tie-up and guard.	\$1,485.00
1	8.221 Wire Hot	Wire Strobes Hot	\$149.00

Continued On Next Page

Submitted by,

Mark Lundeen
612-719-4414

- F.O.B.: Bloomington, MN (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

Cust Name: City Of St Francis	Quote Number:	Quote Date: 11/10/2022
Contact:	CITY OF ST FRANCIS-25-BFX-44875-08-51-v1	
Phone: 763-235-2305		
Fax:		
Dealership:		
Contact:		

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Installed
1	8.222 Wire High / Low	Wire Strobes w/ High or Low intensity option	\$513.00
4	8.241 3510A	ECCO 1.1" x 3.3" Surface Mount Amber LED Strobe, Class 1	\$412.00
1	8.274 R2LPPA	Whelen 15" Low Profile LINEAR Amber Strobe Bar, Permanent Mount, Class 1	\$594.00
2	8.317 E92006	ECCO LED Worklight, 9 LED's, 1800 Lumens, Square	\$84.00
1	8.323 Work Light Install PR	Mount work light pair, route wire to switch, tie-up and guard.	\$594.00
1	8.324 Wire Hot	Wire Worklights Hot	\$149.00
1	8.461 CSW-412	Magnum 400 Watt pure sine inverter w/ Fuse	\$1,504.00
1	8.576 Boom Rest	Fabricate, paint and install small fixed post type boomrest	\$1,130.00
1	8.582 Rear Bumper	Custom rear bumper built around outrigger assembly	\$2,082.00
1	1.0 PSC4025E	Model PSC 4025 electric telescopic service crane	\$24,307.00
1	1.0 PSC4025E	PSC4025E Crane Specifications	
1	1.0 PSC4025E	Palfinger model PSC 4025 telescopic service crane specifications:	
1	1.0 PSC4025E	25' reach capability, two hydraulic extensions	
1	1.0 PSC4025E	4,000 Lb. vertical lift capacity, Crane rating 18,500 ft_lbs	
1	1.0 PSC4025E	/- 5 to +80 degree boom elevation	
1	1.0 PSC4025E	Continuous Rotation	
1	1.0 PSC4025E	Three-spool proportional control valve	
1	1.0 PSC4025E	Electric planetary drive winch	
1	1.0 PSC4025E	Two-block damage prevention system	
1	1.0 PSC4025E	12V power unit.	
1	1.0 PSC4025E	Double acting cylinders with load holding valves on all cylinders	
1	1.0 PSC4025E	Electric overload shutdown system	
1	1.0 PSC4025E	Radio remote control	
1	1.0 PSC4025E	Crane hook and load line block	
1	1.0 PSC4025E	Ecoat primer	
1	1.0 PSC4025E	White finish topcoat	
1	1.0 PSC4025E	Crane mounting kit	
1	1.0 PSC4025E	Available for use on vehicles above 10,001 GVWR	
1	6.18 KMG04787AS	Crane installation kit - electric (25ft. Battery cable, fuse, main switch)	\$271.00
1	6.16 KMG10005A	Boom tip light for 25ft boom length	\$980.00
1	6.108 EZ5086	Silicone cover for radio remote control	\$80.00
1	7.1 Install Elec Crane	Mount, wire, and stability test electric service crane w/Aux Battery	\$1,918.00
1	2.1086 OS5016906	Hydraulic extending hyd down outriggers, complete w/horizontal housing weldment	\$9,361.00
1	2.1089 OS5051025	12VDC Electric over hydraulic power unit for hydraulically powered outriggers	\$1,861.00
1	Aspen Equipment	Instal inverter in CS # 2	
1	Aspen Equipment	Install vise bracket and vise on rear bumper tail area	

State of Minnesota Contract 214521

Continued On Next Page

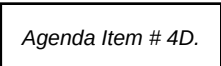
Submitted by,

Mark Lundeen
 612-719-4414

- F.O.B.: Bloomington, MN (Unless otherwise specified)
- Equipment Specifications subject to change
- Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY Aspen Equipment, LLC.. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.



Cust Name:	City Of St Francis	Quote Number:	Quote Date:	11/10/2022
Contact:		CITY OF ST FRANCIS-25-BFX-44875-08-51-v1		
Phone:	763-235-2305			
Fax:				
Dealership:				
Contact:				

<u>Qty</u>	<u>Part/Spec Number</u>	<u>Description</u>	<u>Installed</u>
Tax Note:		Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice	

Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC. Due to evolving designs, Aspen Equipment, LLC. can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment, LLC. guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment, LLC. does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment, LLC. will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment, LLC. will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

ASPEN EQUIPMENT, LLC**TERMS AND CONDITIONS OF SALE**

1) Offer, Governing Provisions, Cancellation and Termination. This document is an offer or counter-offer by ASPEN EQUIPMENT, LLC ("Seller") to sell the goods and/or services that are identified in this document to the buyer identified in this document ("Buyer") in accordance with these Terms and Conditions of Sale ("Terms and Conditions"), it is not an acceptance of any offer made by Buyer. All sales by Seller to Buyer are subject to, and are expressly conditioned upon assent to, these Terms and Conditions. Seller hereby objects to any additional or different terms or conditions, and notifies Buyer that Seller is unwilling to sell on any terms or conditions other than these Terms and Conditions. These Terms and Conditions and the additional terms and conditions contained in or attached to this document, as supplemented by agreed upon quantities and shipping dates (collectively, the "Agreement"), shall be the entire agreement between Seller and Buyer on the subject of the transactions described herein; and there are no conditions to this Agreement that are not expressed herein. This offer and the agreement shall be governed by and construed according to the laws of the State of Wisconsin (without reference to principles of conflicts of laws). Buyer irrevocably consents to the jurisdiction of the courts in the State of Wisconsin with venue in Milwaukee County and to the Wisconsin Eastern District Court in Milwaukee, WI. The rights and obligations of the parties hereunder shall not be governed by the 1980 U.N. convention on contracts for the international sale of goods. No accepted offer and no order may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing; and no changes to this document or the Agreement will be binding unless set forth in writing and manually signed by Seller in an Order Acknowledgment. This offer may be revoked by Seller at any time before it is accepted by Buyer, and shall automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then. In addition to any other remedies that Seller may have, Seller may terminate any Order with immediate effect upon written notice to Buyer, if Buyer: (i) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate any Order without cause on ninety (90) days prior written notice to Buyer. Neither Buyer's acceptance of this offer nor any conduct by Seller (including but not limited to shipment of goods) shall oblige Seller to sell to Buyer any quantity of goods in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.

2) Price. Unless otherwise specified on the face of this document or agreed to in writing, the price for goods or services sold hereunder shall be Seller's list price in effect as of the date of Buyer's order. Notwithstanding the foregoing, Seller may increase the price of the goods upon notice to Buyer to reflect any additional increases in Seller's cost of producing or procuring the goods. Prices are stated and payable in the currency set forth in the price list.

3) Credit Approval; Payment Terms. All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; and if such approval is withheld, payment shall be due in advance of Seller's performance. Except as otherwise agreed to in writing or otherwise provided on the face of this document or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (i) 18% per year, or (ii) the highest rate permitted by applicable law, on accounts more than 30 calendar days past due. If Buyer fails to make any payments in accordance with the terms of this Agreement, Seller may, in addition to its rights and remedies provided hereunder or at law or equity, five (5) days after providing written notice of nonpayment to Buyer, (a) defer or suspend further shipments or provision of goods until Buyer reestablishes satisfactory credit, (b) cancel the unshipped or unperformed portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship or provide goods, (c) terminate any order, (d) make shipment of goods to Buyer on a C.O.D. or cash in advance basis, or (e) refuse any new order until Buyer reestablishes satisfactory credit. If production or shipment of completed goods, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer shall pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer shall compensate Seller for storage of completed goods or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities.

4) Taxes and Other Charges. Any cargo insurance, manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, import, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer shall reimburse Seller therefor on demand.

5) Security Interest. Buyer hereby grants to Seller and Seller hereby retains a purchase money security interest in all goods sold hereunder and all accessories and additions thereto, whether presently upon Buyer's premises or hereafter acquired, all spare parts and components therefor, and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. Buyer hereby authorizes Seller and its agents to file any financing statements and other documents necessary to create, perfect and maintain the security interest granted hereunder.

6) Delivery, Claims and Force Majeure. Unless otherwise provided on the face of this document or agreed to in writing, goods shall be delivered, ex works Seller's loading dock (as defined in Incoterms 2010). Delivery of goods to the carrier shall constitute delivery to Buyer; and regardless of shipping terms or freight payment, Buyer shall bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be invoiced upon shipment of the first installment and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 10 calendar days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller. All delivery dates are approximate. Seller shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including but not limited to any act of God, epidemic, pandemic, quarantine, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, at Seller's option, Seller may: (i) extend the date of delivery for a period equal to the time lost because of the delay, or (ii) terminate the corresponding Order(s) by providing written notice to Buyer. All timeframes provided by Seller, whether verbally or in writing, are good faith estimates of the expected delivery date for the goods. Seller shall use commercially reasonable efforts to fill Buyer's orders within the time stated, but in no event shall Seller be liable for any damages associated with Seller's inability to meet any such timeframes or deadlines or for termination of any Order, including, without limitation, incidental or consequential damages arising therefrom.

7) Retention of title. Goods shall remain the property of Seller until the date of full payment by Buyer. Until that time Buyer shall hold the goods as Seller's fiduciary agent and shall keep the goods properly stored, protected and insured. If necessary, Buyer shall carry out all actions necessary to evidence Seller's retention of title, including, without limitation, completing filings with public registers, affixing labels or seals on the goods, as may be required by applicable law. Buyer shall have the right to process goods only in the ordinary course of business. Proceeds deriving from such actions shall be promptly transferred to Seller. The right of Buyer to process goods in the ordinary course of business shall cease immediately in the event of nonpayment and Seller shall have the right to enter Buyer's premises and repossess the goods. In the event of an action by a third party seeking to take possession of the goods delivered by Seller and not fully paid by Buyer, Buyer shall notify such party of Seller's ownership and title of such goods, and Buyer shall immediately notify Seller of such situation. Buyer shall bear the costs of any intervention by Seller.

8) Work by Others; Safety Devices. Seller shall have no responsibility for labor or work performed by Buyer or others, including, without limitation, work relating to design, manufacture, fabrication, use, installation, or provision of goods. Buyer is solely responsible for furnishing, and requiring its employees and customers to use, all safety devices, guards and safe operating procedures required by law and as set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting all operators' manuals, safety standards/regulations and other sources of safety standards and regulations applicable to the use and operation of the goods.

9) Warranties. The goods sold by Seller to Buyer are warranted by their original manufacturer. Seller will provide reasonable assistance to Buyer in processing warranty claims submitted, on behalf of Buyer, to the original manufacturer. This warranty is exclusive and in lieu of all other warranties, whether written, oral or implied, arising by operation of law or otherwise, including, but not limited to, any warranty of satisfactory quality or fitness for a particular purpose.

10) LIMITATION OF LIABILITY. Seller's liability with respect to the goods or services sold hereunder shall be limited to the warranty provided in Section 9 of these Terms and Conditions and, with respect to any other breaches of its contract with Buyer, shall be limited to the contract price. Seller shall not be subject to any other obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or under other theories of law or equity, with respect to goods or services sold by seller, including, without limitation, the sale of goods modified at the request of buyer, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses.

11) Installation. If Buyer purchases any goods that require installation or erection, Buyer shall, at its expense, make all arrangements necessary to install, erect and operate the goods. Buyer shall install the goods in accordance with any Seller instructions. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages and expenses (including but not limited to attorneys' fees and other costs of defense) arising from or otherwise connected with Buyer's or its agent's failure to properly install the goods.

12) Assignment. Buyer may not assign any of its rights, duties or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without such consent will be void and of no effect or consequence.

Agenda Item # 4D.

13) No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other of subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

14) Cost of Collection. In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.

15) Insurance. Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.

16) Second-hand or used Goods. If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.

17) Services. The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear; negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning; overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.

18) Compliance. Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.

19) Government Contracts. Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: Payment of Claims
DATE: December 5, 2022

OVERVIEW:
Attached are the bills received since the last council meeting. Total checks to be written are \$237,215.43 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:
Debt service payments –N/A
Direct Transfers from Previous Month-N/A
Credit Card Payment- N/A
Manual Checks-\$910.24

ACTION TO BE CONSIDERED:
Approved under consent agenda to allow the Finance Director to draft checks or ACH withdrawals for the attached bill list. Please note additional bills may be handed out at the council meeting.

BUDGET IMPLICATION:
City bills

- Attachments:
- 12-05-2022 Packet List-\$237,215.43
 - 12-05-2022 Manual Checks-November-\$910.24

CITY OF ST FRANCIS

11/30/22 4:20 PM

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Claim Type

Claim#	16634	ASPEN MILLS				
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS-RESERVE OFFICE B. SCHWIEGER			\$112.98
Invoice	304662					
Cash Payment	E 101-42210-437	Uniforms	UNIFORMS-SFFD CHIEF SCHMIDT			\$19.70
Invoice	304668					
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS - STEMME			\$1,306.45
Invoice	304371					
Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$1,439.13

Claim Type

Claim#	16580	BELLBOY CORPORATION				
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$7.00
Invoice	0106026500					
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$13.50
Invoice	0097360500					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$213.00
Invoice	0106026500					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$625.40
Invoice	0097360500					
Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$858.90

Claim Type

Claim#	16632	BERNICK COMPANIES, THE				
Cash Payment	E 609-49751-252	Beer	BEER			\$411.25
Invoice	10018463					
Cash Payment	E 609-49751-252	Beer	BEER			\$1,494.90
Invoice	10016113					
Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$1,906.15

Claim Type

Claim#	16578	BREAKTHRU BEVERAGE				
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$24.88
Invoice	346567150					
Cash Payment	E 609-49751-251	Liquor	LIQUOR			\$3,146.52
Invoice	346567150					
Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$3,171.40

Claim Type

Claim#	16631	BRUNTON ARCHITECTS & ENGINE				
Cash Payment	E 404-41400-589	City Hall/Fire Station	RETAINER			\$10,000.00
Invoice	22124					
Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$10,000.00

Claim Type

Claim#	16587	CRYSTAL SPRINGS ICE				
Cash Payment	E 609-49751-206	Freight	FREIGHT			\$4.00
Invoice	4004671					
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC			\$29.70
Invoice	4004671					
Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$33.70

Claim Type

Claim#	16630	DAHLHEIMER DIST. CO. INC.				
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Cash Payment	E 609-49751-252 Beer	BEER				\$11,478.45
	Invoice 1786528					
Cash Payment	E 609-49751-252 Beer	BEER				\$16,553.80
	Invoice 1781234					
Cash Payment	E 609-49751-255 N/A Products	N/A				\$25.60
	Invoice 1781234					
Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$28,057.85

Claim TypeClaim# 16641 *EAGLE GARAGE DOOR CO.*

Cash Payment	E 101-42210-401 Buildings Maintenance	SFFD REPAIRS				\$182.00
	Invoice 8392					

Cash Payment	E 101-42210-401 Buildings Maintenance	SFFD REPAIRS				\$590.00
	Invoice 8393					

Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$772.00
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Claim TypeClaim# 16585 *GRANITE CITY JOBBING CO.*

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$10.00
	Invoice 308226					

Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC				\$106.00
	Invoice 308226					

Cash Payment	E 609-49751-256 Tobacco Products	TOBACCO				\$4,235.64
	Invoice 308226					

Cash Payment	E 609-49750-210 Operating Supplies	OPERATING SUPPLIES				\$190.32
	Invoice 308226					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$4,541.96
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Claim TypeClaim# 16664 *HACH COMPANY*

Cash Payment	E 602-49490-235 Lab Supplies	LAB SUPPLIES				\$250.40
	Invoice 13301059					

Transaction Date	11/30/2022	Due 11/30/2022	CASH	10100	Total	\$250.40
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Claim TypeClaim# 16611 *HAKANSON ANDERSON ASSOC., I*

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 4TH ADD				\$240.00
	Invoice 49674					

Cash Payment	E 101-41910-303 Engineering Fees	BUILDING PERMIT REVIEWS				\$846.50
	Invoice 49689					

Cash Payment	G 803-22191 Alliant Finance-Plantinum Land	BLUFFS OF RUM RIVER				\$125.00
	Invoice 49668					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 3RD ADD				\$261.50
	Invoice 49671					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 2ND ADD				\$205.00
	Invoice 49670					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE				\$205.00
	Invoice 49669					

Cash Payment	G 803-22179 Vista Prairie-Site Plan	VISTA PRAIRIE				\$452.00
	Invoice 49677					

Cash Payment	G 803-22043 Esc-Laketown (Rivers Edge)	RIVERS EDGE 7TH ADD				\$395.50
	Invoice 49678					

Cash Payment	E 603-49490-303 Engineering Fees	ROUTINE RETAINER				\$1,600.00
	Invoice 49688					

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Cash Payment	G 803-22195 Brother Dev 2022 (Enchanted)	ENCHANTED MEADOWS	\$762.75
	Invoice 49681		
Cash Payment	E 101-41910-311 Contract	MISC	\$56.50
	Invoice 49463		
Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL HWY 47	\$734.50
	Invoice 49471		
Cash Payment	G 803-22003 Turtle Ponds #4	TURTLE PONDS 4TH ADD	\$8,787.03
	Invoice 49672		
Cash Payment	G 803-22186 Rivers Edge 5th Add Security	RIVERS EDGE 5TH ADD	\$466.88
	Invoice 49675		
Cash Payment	G 803-22191 Alliant Finance-Plantinum Land	THE BLUFFS OF RUM RIVER	\$1,017.00
	Invoice 49679		
Cash Payment	E 405-43100-809 Patriot Parkway	PATRIOT PARKWAY	\$16,692.25
	Invoice 49686		
Cash Payment	E 405-43100-806 2021 Street Improvements	POPPY ST & 229TH RECON PROJECT	\$54,719.26
	Invoice 49685		
Cash Payment	E 405-43100-807 2022 Street Improvements	2022 STREET REHAB PROJECT	\$16,590.13
	Invoice 49684		
Cash Payment	E 405-43100-806 2021 Street Improvements	2021 STREET REHAB PROJECT	\$1,062.00
	Invoice 49683		
Cash Payment	E 101-41910-311 Contract	GENERAL ENGINEERING	\$339.00
	Invoice 49687		
Cash Payment	G 803-22003 Turtle Ponds #4	TURTLE PONDS 5TH ADD	\$395.50
	Invoice 49673		
Cash Payment	G 803-22192 Dollar General-Hwy 47	DOLLAR GENERAL	\$1,308.25
	Invoice 49676		
Cash Payment	G 803-22189 Meadows 2nd Sub/4th Add	MEADOWS 4TH ADDITION	\$282.50
	Invoice 49680		
Cash Payment	E 405-43100-805 2020 Street Improvements	2020 STREET RECONSTRUCTION	\$811.50
	Invoice 49682		
Cash Payment	E 405-43100-809 Patriot Parkway	PATRIOT PARKWAY	\$113.00
	Invoice 49477		
Cash Payment	G 803-22191 Alliant Finance-Plantinum Land	BLUFFS OF RUM RIVER	\$332.50
	Invoice 49463		
Cash Payment	E 603-49490-303 Engineering Fees	GENERAL ENGINEERING	\$113.00
	Invoice 49687		
Cash Payment	G 803-22195 Brother Dev 2022 (Enchanted)	BROTHERS/ENCHANTED WETLAND DELINEATION	\$439.38
	Invoice 49668		
Cash Payment	G 803-22195 Brother Dev 2022 (Enchanted)	BROTHERS/ENCHANTED WETLAND DELINEATION	\$50.00
	Invoice 49463		
Cash Payment	G 803-22001 Turtle Ponds 6th-2022	TURTLE PONDS 6TH ADDITION	\$125.00
	Invoice 49668		
Cash Payment	E 404-41400-589 City Hall/Fire Station	GENERAL ENGINEERING	\$113.00
	Invoice 49687		
Cash Payment	E 405-43100-810 HWY 47	GENERAL ENGINEERING	\$693.00
	Invoice 49687		
Cash Payment	G 803-22002 Morff IUP Horse Stables	MORFF WETLAND DELINEATION	\$407.50
	Invoice 49463		
Cash Payment	E 101-41910-311 Contract	SAVAGEAU RECREATIONAL LAND ACCESS	\$50.00
	Invoice 49668		
Cash Payment	G 803-22002 Morff IUP Horse Stables	MORFF WELAND DELINEATION	\$150.00
	Invoice 49668		

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Cash Payment	G 803-22194 Northrup Grumann Site Plan-2	NORTHROP GRUMMAN				\$908.50
	Invoice 49463					
Cash Payment	E 101-41910-311 Contract	SAVAGEAU RECREATIONAL LAND ACCESS				\$25.00
	Invoice 49463					
Cash Payment	G 803-22001 Turtle Ponds 6th-2022	TURTLE PONDS 6TH ADD				\$307.50
	Invoice 49463					
Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$112,182.93

Claim TypeClaim# 16584 *HARRIS, INC*

Cash Payment	E 609-49750-401 Buildings Maintenance	BEER COOLER REPAIRS				\$4,017.20
	Invoice SRVCE10910					
Cash Payment	E 601-49440-229 Project Maintenance	WATER TREATMENT UNIT HEATER VENTING				\$2,502.87
	Invoice SRVCE10902					
Cash Payment	E 601-49440-233 Water Plant Maint	WATER TREATMENT UNIT HEATER VENTING				\$2,502.87
	Invoice SRVCE10902					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$9,022.94
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Claim TypeClaim# 16583 *JOHNSON BROS WHLSE LIQUOR*

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$23.64
	Invoice 2181399					
Cash Payment	E 609-49751-206 Freight	FREIGHT				\$64.79
	Invoice 2181400					
Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$629.75
	Invoice 2181399					
Cash Payment	E 609-49751-253 Wine	WINE				\$2,004.00
	Invoice 2181400					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$2,722.18
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Claim TypeClaim# 16647 *KIMS KLEANING*

Cash Payment	E 101-45000-402 Janitorial Service	COMMUNITY CENTER				\$94.40
	Invoice 9023					
Cash Payment	E 601-49440-402 Janitorial Service	WASTE WATER PLANT				\$259.60
	Invoice 9027					
Cash Payment	E 101-42210-402 Janitorial Service	FIRE DEPT				\$177.00
	Invoice 9028					
Cash Payment	E 601-49440-402 Janitorial Service	WATER TREATMENT PLANT				\$188.80
	Invoice 9025					
Cash Payment	E 101-42110-402 Janitorial Service	POLICE DEPARTMENT				\$1,049.00
	Invoice 9026					
Cash Payment	E 101-41940-402 Janitorial Service	CITY HALL				\$283.20
	Invoice 9022					
Cash Payment	E 101-43100-402 Janitorial Service	CLEANING				\$236.00
	Invoice 9024					
Cash Payment	E 101-45200-402 Janitorial Service	CLEANING				\$236.00
	Invoice 9024					
Cash Payment	E 601-49440-402 Janitorial Service	CLEANING				\$236.00
	Invoice 9024					
Cash Payment	E 602-49490-402 Janitorial Service	CLEANING				\$236.00
	Invoice 9024					

Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$2,996.00
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Claim Type

Claim# 16669 LAW ENFORCEMENT LABOR SVC

Cash Payment G 101-21707 Union Dues SGT DUES - DECEMBER 2022 \$65.00
 Invoice .12012022

Cash Payment G 101-21707 Union Dues OFFICER DUES - DECEMBER 2022 \$585.00
 Invoice .12012022-1

Transaction Date 11/30/2022 Due 11/30/2022 CASH 10100 **Total** \$650.00

Claim Type

Claim# 16595 LEADS ONLINE

Cash Payment E 101-42110-311 Contract SYSTEM SERVICE PACKAGE RENEWAL \$2,345.00
 Invoice 402077

Transaction Date 11/23/2022 Due 11/23/2022 CASH 10100 **Total** \$2,345.00

Claim Type

Claim# 16592 MCDONALD DIST CO.

Cash Payment E 609-49751-252 Beer BEER -\$160.61
 Invoice 660663

Cash Payment E 609-49751-251 Liquor LIQUOR \$640.70
 Invoice 660611

Cash Payment E 609-49751-252 Beer BEER \$9,027.55
 Invoice 660612

Cash Payment E 609-49751-252 Beer BEER \$4,900.50
 Invoice 661527

Cash Payment E 609-49751-252 Beer BEER -\$100.25
 Invoice 661714

Cash Payment E 609-49751-255 N/A Products N/A \$187.85
 Invoice 661527

Transaction Date 11/23/2022 Due 11/23/2022 CASH 10100 **Total** \$14,495.74

Claim Type

Claim# 16654 MN DEPT OF TRANSPORTATION

Cash Payment E 101-43100-303 Engineering Fees PLANT INSPECTIONS \$2,401.25
 Invoice P00016400

Transaction Date 11/29/2022 Due 11/29/2022 CASH 10100 **Total** \$2,401.25

Claim Type

Claim# 16662 MN STATE FIRE DEPT ASSOCIATI

Cash Payment E 101-42210-433 Dues and Subscriptions 2023 REGION 7 MEMBERSHIP \$200.00
 Invoice .11302022

Transaction Date 11/30/2022 Due 11/30/2022 CASH 10100 **Total** \$200.00

Claim Type

Claim# 16661 MN VIKINGS FOUNDATION

Cash Payment R 609-37817 Bottle Deposit DONATIONS \$510.00
 Invoice .11302022

Transaction Date 11/30/2022 Due 11/30/2022 CASH 10100 **Total** \$510.00

Claim Type

Claim# 16668 NORTH VALLEY, INC

Cash Payment E 405-43100-805 2020 Street Improvements 2021 STREET RECON PROJECT - PAY APP 2 \$8,948.53
 Invoice .12012022

Transaction Date 11/30/2022 Due 11/30/2022 CASH 10100 **Total** \$8,948.53

Claim Type

Claim# 16667 NORTHLAND OCCUPATIONAL HEA

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Cash Payment	E 101-43100-441 Miscellaneous	TESTING			\$12.50
Invoice	16717				
Cash Payment	E 101-45200-441 Miscellaneous	TESTING			\$12.50
Invoice	16717				
Cash Payment	E 601-49440-441 Miscellaneous	TESTING			\$12.50
Invoice	16717				
Cash Payment	E 602-49490-441 Miscellaneous	TESTING			\$12.50
Invoice	16717				
Transaction Date	11/30/2022	Due 11/30/2022	CASH	10100	Total \$50.00
Claim Type					
Claim#	16653	OPUS 21			
Cash Payment	E 601-49440-382 Utility Billing	UTILITY BILLING			\$1,655.67
Invoice	221058				
Cash Payment	E 602-49490-382 Utility Billing	UTILITY BILLING			\$1,655.67
Invoice	221058				
Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total \$3,311.34
Claim Type					
Claim#	16666	PAT JOHNSON GRAPHIC ARTIST			
Cash Payment	E 101-41400-441 Miscellaneous	CITY NEWSLETTER - WINTER 22'			\$200.00
Invoice	.11072022				
Transaction Date	11/30/2022	Due 11/30/2022	CASH	10100	Total \$200.00
Claim Type					
Claim#	16591	PELLA NORTHLAND			
Cash Payment	R 101-36200 Miscellaneous Revenues	DUPLICATE PERMIT PAYMENT 2022-00702			\$121.00
Invoice	.2022-00702				
Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total \$121.00
Claim Type					
Claim#	16652	PEPSI COLA			
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			\$985.85
Invoice	97517054				
Cash Payment	E 609-49751-254 Miscellaneous Merchandis	MISC			-\$56.69
Invoice	97517055				
Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total \$929.16
Claim Type					
Claim#	16665	PERA			
Cash Payment	E 101-42210-124 Fire Pension Contributions	CITY CONTRIBUTION - 23 FIREFIGHTERS			\$11,500.00
Invoice	.11302022				
Transaction Date	11/30/2022	Due 11/30/2022	CASH	10100	Total \$11,500.00
Claim Type					
Claim#	16590	PHILLIPS WINE & SPIRITS CO.			
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$3.50
Invoice	6471077				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$52.46
Invoice	6497438				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$64.74
Invoice	6497439				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$270.00
Invoice	6471077				
Cash Payment	E 609-49751-253 Wine	WINE			\$2,581.60
Invoice	6497439				

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Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$4,222.59
	Invoice 6497438					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$7,194.89
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Claim TypeClaim# 16623 *RMB ENVIRONMENTAL LAB*

Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2				\$82.76
	Invoice B007615					

Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2				\$82.76
	Invoice B007650					

Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1				\$108.90
	Invoice B007608					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$274.42
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Claim TypeClaim# 16601 *SOUTHERN GLAZERS OF MN*

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$7.68
	Invoice 2269386					

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$15.36
	Invoice 2283010					

Cash Payment	E 609-49751-206 Freight	FREIGHT				\$6.40
	Invoice 2283009					

Cash Payment	E 609-49751-253 Wine	WINE				\$772.00
	Invoice 2283010					

Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$651.96
	Invoice 2283009					

Cash Payment	E 609-49751-251 Liquor	LIQUOR				\$998.26
	Invoice 2269386					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$2,451.66
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Claim TypeClaim# 16598 *SPOT ON*

Cash Payment	E 101-42110-200 Office Supplies	SFPD SNOWMOBILE REG CARDS				\$25.00
	Invoice 112122-SFPD					

Cash Payment	E 101-43210-439 Recycling Days	RECYCLING POST CARDS				\$50.40
	Invoice 112122-SFPW					

Cash Payment	E 101-41400-200 Office Supplies	ADMIN SUPPLIES				\$98.00
	Invoice 112122-SFPW					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$173.40
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Claim TypeClaim# 16650 *SUPERIOR MARKETING CONCEPT*

Cash Payment	E 609-49750-340 Advertising	MANSETTI'S AD				\$260.00
	Invoice .11292022					

Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$260.00
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Claim TypeClaim# 16597 *THUNSTROM, KATE*

Cash Payment	E 101-41400-200 Office Supplies	ADMINISTRATION REIMBURSEMENT				\$54.73
	Invoice .11222022					

Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$54.73
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Claim TypeClaim# 16596 *TJ ASSOCIATES*

Cash Payment	E 404-41400-589 City Hall/Fire Station	OPEN HOUSE POST CARDS				\$906.50
	Invoice 239610					

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Transaction Date	11/23/2022	Due 11/23/2022	CASH	10100	Total	\$906.50
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Claim Type

Claim# 16649 TOTAL CONTROL SYSTEMS, INC.

Cash Payment E 601-49440-233 Water Plant Maint MAINTAINENCE \$2,282.27

Invoice 10466

Transaction Date	11/29/2022	Due 11/29/2022	CASH	10100	Total	\$2,282.27
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Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$237,215.43
Total	\$237,215.43

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Payments

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Payments Batch AP-MANUAL 11-2022 \$910.24

Refer	16658 POSTMASTER - ST. FRANCIS	Ck# 081242 11/29/2022			
Cash Payment	E 404-41400-589 City Hall/Fire Station	OPEN HOUSE FLYER - POSTAGE			\$910.24
Invoice	.11292022 11/29/2022				
Transaction Date	11/29/2022	CASH	10100	Total	\$910.24

Fund Summary

	10100 CASH	
404 Building Improvement Fund	\$910.24	
	\$910.24	

Pre-Written Checks	\$910.24	
Checks to be Generated by the Computer	\$0.00	
Total	\$910.24	



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: 2023 Proposed Budget Presentation
DATE: December 5, 2022

OVERVIEW:

The City is required to discuss the budget and allow public input at a council meeting. The 2023 proposed budget and levy will be presented at the city council meeting on December 5th, 2022. Council had set a maximum levy of \$5,557,690 in September. This levy includes \$870,000 for the future new City Hall/ Fire Station and \$450,000 for Parks. The preliminary tax rate is 49.511% which is a slight decrease from 2022 tax rate of 51.146%. The General Fund budget is balanced at \$5,113,975 on the revenue side and the expenditure side. The fund balance estimated be at 63.8% of revenues with the estimated 2022 balance. This is above the State Auditor’s recommended guidelines of 35% to 50%. Please note that a Preliminary Budget is available on the city’s website under the finance department. The final budget book will be compiled and distributed in February.

ACTION TO BE CONSIDERED:

After the presentation, the mayor needs to allow public input on the budget. After public comments are completed, council can act on the resolutions provided 1) Set the Overall Levy for 2023 and 2) Adopt the 2023 Budget.

BUDGET IMPLICATION:

Setting the 2023 Budget and Levy

Attachments:

- Budget Presentation
- Resolution 2022-63 Certifying Taxes Payable for 2023
- Resolution 2022-64 Adopting a Budget for 2023

City of St. Francis

2023 Budget Hearing



Tonight's Agenda



PRESENT THE BUDGET
AND TAX LEVY



ALLOW FOR PUBLIC
COMMENT



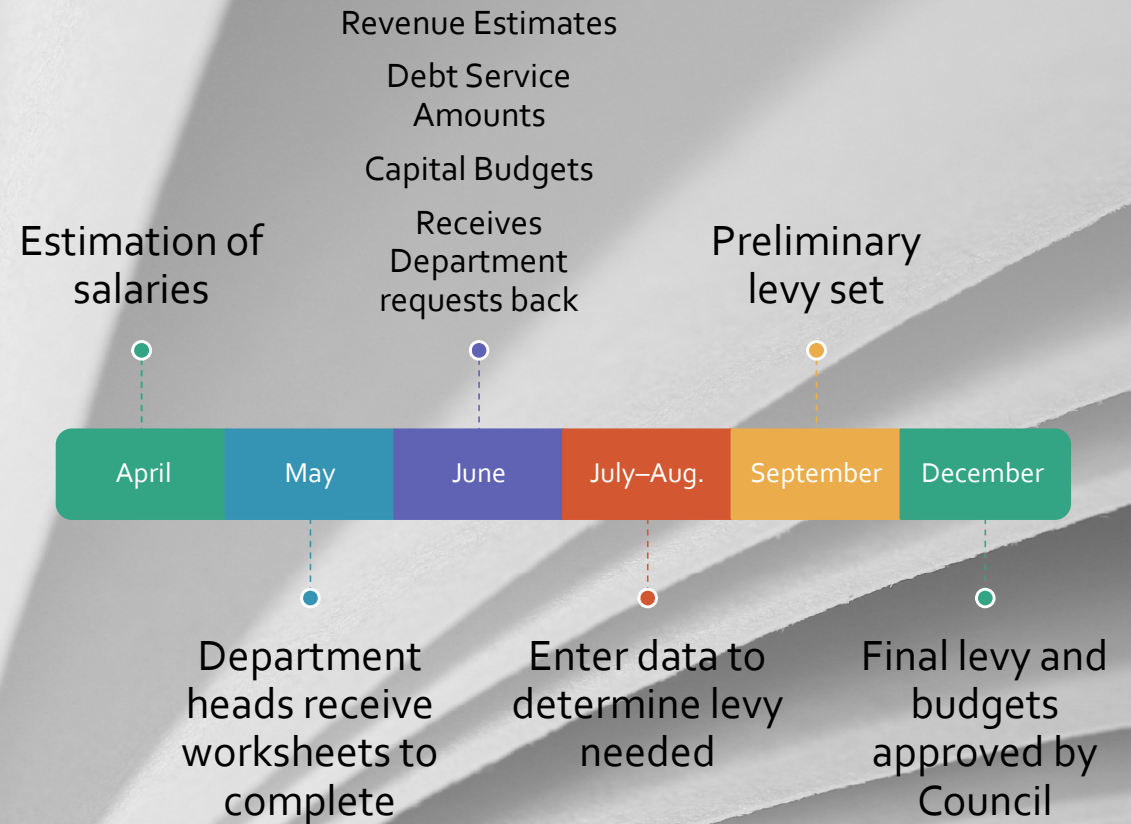
SET BUDGETS AND TAX
LEVY

Budget Goals

- Maintain high quality and cost-effective public services
- Address priorities set by City Council
- Maintain a strong fiscal position



Budget Process



How are property taxes calculated?

Market Value Changes

- Notices sent in the spring for the next year's value

Levies Set by Governing Boards

- September Preliminary
- December Final

Fiscal Disparities

- City contributes
- City Receives

Calculating the Tax Rate

2023 Levy

- Preliminary Levy-\$5,557,690
- Less Fiscal Disparities received-\$967,230 (Removed from levy)
- Equals Spreadable Levy-\$4,590,460

2022 Market Values

- Tax Capacity Value-\$9,590,449
- Less adjustments (FD Contributions, etc)\$344,724
- Equals Adjusted Tax Capacity-\$9,271,631

2023 Tax Rate

- Spreadable levy-\$4,590,460
- Divide by adjusted tax capacity-\$9,271,631
- 2023 Tax Rate=49.511%



Anoka County
Property Records and Taxation
2100 3rd Avenue
Anoka, MN 55303
(763) 323-5400
www.anokacounty.us

TAXPAYER(S):

Property Information

Property ID: Property
Address:

ST. FRANCIS MN 55070-0000

Property Description:

PROPOSED TAXES 2023

THIS IS NOT A BILL. DO NOT PAY.

Step	VALUES AND CLASSIFICATION		
	Taxes Payable Year:	2022	2023
1	Estimated Market Value	\$261,600	\$319,700
	Homestead Exclusion	\$13,696	\$8,467
	Other Exclusion/Deferrals	\$0	\$0
	Taxable Market Value	\$247,904	\$311,233
	Class	RES HSTD	RES HSTD

PROPOSED TAXES 2023

THIS IS NOT A BILL. DO NOT PAY.

Step	VALUES AND CLASSIFICATION		
	Taxes Payable Year:	2022	2023
1	Estimated Market Value	\$261,600	\$319,700
	Homestead Exclusion	\$13,696	\$8,467
	Other Exclusion/Deferrals	\$0	\$0
	Taxable Market Value	\$247,904	\$311,233
	Class	RES HSTD	RES HSTD

Proposed Property T

Contact Information

STATE GENERAL TAX
COUNTY OF ANOKA
2100 3RD AVE
ANOKA, MN 55303
763-323-5400

GENERAL COUNTY LEVY
REGIONAL RAIL AUTHORITY

COUNTY/MUNICIPAL PUBLIC SAFETY SYSTEM

CITY OF ST. FRANCIS
23340 CREE STREET
ST. FRANCIS, MN 55070
763-753-2630

ST. FRANCIS SCHOOL DISTRICT #15

4115 AMBASSADOR BLVD
ST. FRANCIS, MN 55070
763-753-7040

VOTER APPROVED LEVIES
OTHER LEVIES

METROPOLITAN SPECIAL TAX DIST

390 ROBERT ST N
SAINT PAUL, MN 55101
651-602-1738

OTHER SPECIAL TAX DISTRICTS

TAX INCREMENT

FISCAL DISPARITY

TOTAL EXCLUDING ANY SPECIAL ASSESSMENTS

NO PUBLIC MEETING	\$0.00	\$0.00
GOVERNMENT CENTER COUNTY BOARD ROOM - 7TH FLOOR DECEMBER 1, 2022 - 6:00PM (DISCUSS COUNTY PORTION)		
	\$725.20	\$751.12
	\$8.70	\$9.50
	\$8.92	\$9.24
4115 AMBASSADOR BLVD ST. FRANCIS DECEMBER 5, 2022 - 6:00PM - VIRTUAL OPTION AVAILABLE (DISCUSS CITY PORTION)	\$1,267.94	\$1,540.78
DISTRICT OFFICE COMMUNITY ROOM DECEMBER 12, 2022 - 6:30PM (DISCUSS SD PORTION)		
	\$263.32	\$272.56
	\$394.02	\$455.76
COUNCIL CHAMBERS 390 ROBERT ST N ST. PAUL, MN 55101 DECEMBER 14, 2022 - 6:00PM (DISCUSS METRO PORTION)	\$25.36	\$27.22
	\$37.32	\$41.28
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$2,730.78	\$3,107.46
		13.8 %

CITY OF ST. FRANCIS
23340 CREE STREET
ST. FRANCIS, MN 55070
763-753-2630

4115 AMBASSADOR BLVD ST. FRANCIS
DECEMBER 5, 2022 - 6:00PM -
VIRTUAL OPTION AVAILABLE
(DISCUSS CITY PORTION)

\$1,267.94

\$1,540.78

Proposed Tax Notice

New Supplemental Budget Information

Levy Information

Taxing Authority	2022 Current Year	2023 Proposed	Percent Change
Anoka County	141,927,676	141,927,676	0.0%
CITY OF ST. FRANCIS	4,669,590	5,557,690	19.0%
ST. FRANCIS SCHOOL DISTRICT #15	12,032,280	12,760,885	6.1%

City Summary Budget Information 763-753-2630

Category	2022 Current Year	2023 Proposed	Percent Change
Revenues			
Property Taxes	4,621,354	5,505,320	19.1%
Special Assessments	64,840	46,000	-29.1%
State General Purpose Aid	650,016	963,134	48.2%
State Categorical Aid	116,097	116,097	0.0%
All Other Revenues	1,289,490	1,291,841	0.2%
Expenditures			
General Government	1,022,120	1,018,000	-0.4%
Public Safety	2,399,550	2,585,300	7.7%
Streets and Highways	534,550	753,500	41.0%
Sanitation	73,800	78,250	6.0%
Human Services	0	0	0.0%
Health	0	0	0.0%
Culture and Recreation	361,100	377,300	4.5%
Conservation of Nat'l Res	0	0	0.0%
Economic Dev & Housing	477,650	518,825	8.6%
All Other Current Exp	1,885,553	1,455,383	-22.8%



Anoka County
Property Records and Taxation
2100 3rd Avenue
Anoka, MN 55303-2281
www.anokacounty.us
(763) 323-5400

Supplemental Budget Information Proposed 2023 Taxes

Levy Information

Taxing Authority	2022 Current Year	2023 Proposed	Percent Change
Anoka County	141,927,676	141,927,676	0.0%
CITY OF ST. FRANCIS	4,669,590	5,557,690	19.0%
ST. FRANCIS SCHOOL DISTRICT #15	12,032,280	12,760,885	6.1%

This information is provided by the county, city or township, and school district. It compares two years of budget information for those jurisdictions. For more information contact the county, city or township, or school district directly.

County Summary Budget Information 763-323-5400

Category	2022 Current Year	2023 Proposed	Percent Change
Revenues			
Property Taxes	141,927,676	141,927,676	0.0%
Special Assessments	0	0	0.0%
State General Purpose Aid	19,605,482	19,344,480	-1.3%
State Categorical Aid	88,711,500	73,525,505	-17.1%
All Other Revenues	122,092,009	131,586,845	7.1%
Expenditures			
General Government	58,962,366	63,123,327	7.1%
Public Safety	82,355,170	92,807,467	12.7%
Streets and Highways	9,200,000	8,939,309	-2.8%
Sanitation	5,841,030	5,809,705	-0.5%
Human Services	99,682,101	101,907,843	2.2%
Health	0	0	0.0%
Culture and Recreation	18,222,094	19,618,443	7.7%
Conservation of Nat'l Res	611,289	682,126	11.6%
Economic Dev & Housing	6,244,445	5,938,538	-4.9%
All Other Current Exp	92,118,172	67,657,748	-26.6%

City Summary Budget Information 763-753-2630

Category	2022 Current Year	2023 Proposed	Percent Change
Revenues			
Property Taxes	4,621,354	5,505,320	19.1%
Special Assessments	64,840	46,000	-29.1%
State General Purpose Aid	650,016	963,134	48.2%
State Categorical Aid	116,097	116,097	0.0%
All Other Revenues	1,289,490	1,291,841	0.2%
Expenditures			
General Government	1,022,120	1,018,000	-0.4%
Public Safety	2,399,550	2,585,300	7.7%
Streets and Highways	534,550	753,500	41.0%
Sanitation	73,800	78,250	6.0%
Human Services	0	0	0.0%
Health	0	0	0.0%
Culture and Recreation	361,100	377,300	4.5%
Conservation of Nat'l Res	0	0	0.0%
Economic Dev & Housing	477,650	518,825	8.6%
All Other Current Exp	1,885,553	1,455,383	-22.8%

School District Summary Budget Information 763-753-7040

Fund	FY 2022 Beginning Fund Balances	FY 2022 Actual Revenues and Transfers In	FY 2022 Actual Expenditures and Transfers Out	June 30, 2022 Actual Fund Balances	FY 2023 Budget Revenues and Transfers In	FY 2023 Budget Expenditures and Transfers Out	June 30, 2023 Projected Fund Balances
General Fund/Restricted					6,570,898	4,656,139	
General Fund/Other					47,507,311	50,955,835	
Food Service Fund					2,901,375	2,428,693	
Community Service Fund					2,663,712	2,696,673	
Building Construction Fund					500	3,577,580	
Debt Service Fund					6,558,255	6,850,340	
Trust Fund							
Internal Service Fund					388,425	388,425	
OPEB Revocable Trust Fund							
OPEB Inevitable Trust Fund							
OPEB Debt Service Fund							
Total - All Funds					66,590,476	71,553,685	

School districts have different timelines for financial reporting, and some or all of this information was unavailable at the time of printing. Please contact the school district for this information.

Long-Term Debt	Outstanding July 1, 2021	85,080,000
	Plus: New Issues	3,345,000
Short-Term Debt	Less: Redeemed Issues	81,735,000
	Outstanding June 30, 2022	
Current Statutory Operating Debt	Certificates of Indebtedness	
	Other Short-Term Indebtedness	
Cost per Student - Average	Amount of General Fund Deficit, if any, in excess of 2.5% of expenditures 6/30/2022	
	Total Operating Expenditures	55,750,842
Daily Membership (ADM) 6/30/2022	FY 2022 Total ADM Served + Tuitioned Out ADM + Adjusted Extended ADM	4,218
	FY 2022 Operating Cost per ADM	13,218

Market Value Vs. Tax Capacity Value

Estimated Market Value *	Amount Excluded	Taxable Market Value	Tax Capacity Value	2023 City Taxes
150,000	\$ 23,740	\$ 126,260	\$ 1,263	\$ 625.32
160,000	\$ 22,840	\$ 137,160	\$ 1,372	\$ 679.29
170,000	\$ 21,940	\$ 148,060	\$ 1,481	\$ 733.26
180,000	\$ 21,040	\$ 158,960	\$ 1,590	\$ 787.22
190,000	\$ 20,140	\$ 169,860	\$ 1,699	\$ 841.19
200,000	\$ 19,240	\$ 180,760	\$ 1,808	\$ 895.16
210,000	\$ 18,340	\$ 191,660	\$ 1,917	\$ 949.12
220,000	\$ 17,440	\$ 202,560	\$ 2,026	\$ 1,003.09
230,000	\$ 16,540	\$ 213,460	\$ 2,135	\$ 1,057.06
240,000	\$ 15,640	\$ 224,360	\$ 2,244	\$ 1,111.02
250,000	\$ 14,740	\$ 235,260	\$ 2,353	\$ 1,164.99
260,000	\$ 13,840	\$ 246,160	\$ 2,462	\$ 1,218.96
270,000	\$ 12,940	\$ 257,060	\$ 2,571	\$ 1,272.92
280,000	\$ 12,040	\$ 267,960	\$ 2,680	\$ 1,326.89
290,000	\$ 11,140	\$ 278,860	\$ 2,789	\$ 1,380.86
295,500	\$ 10,645	\$ 284,855	\$ 2,849	\$ 1,410.56

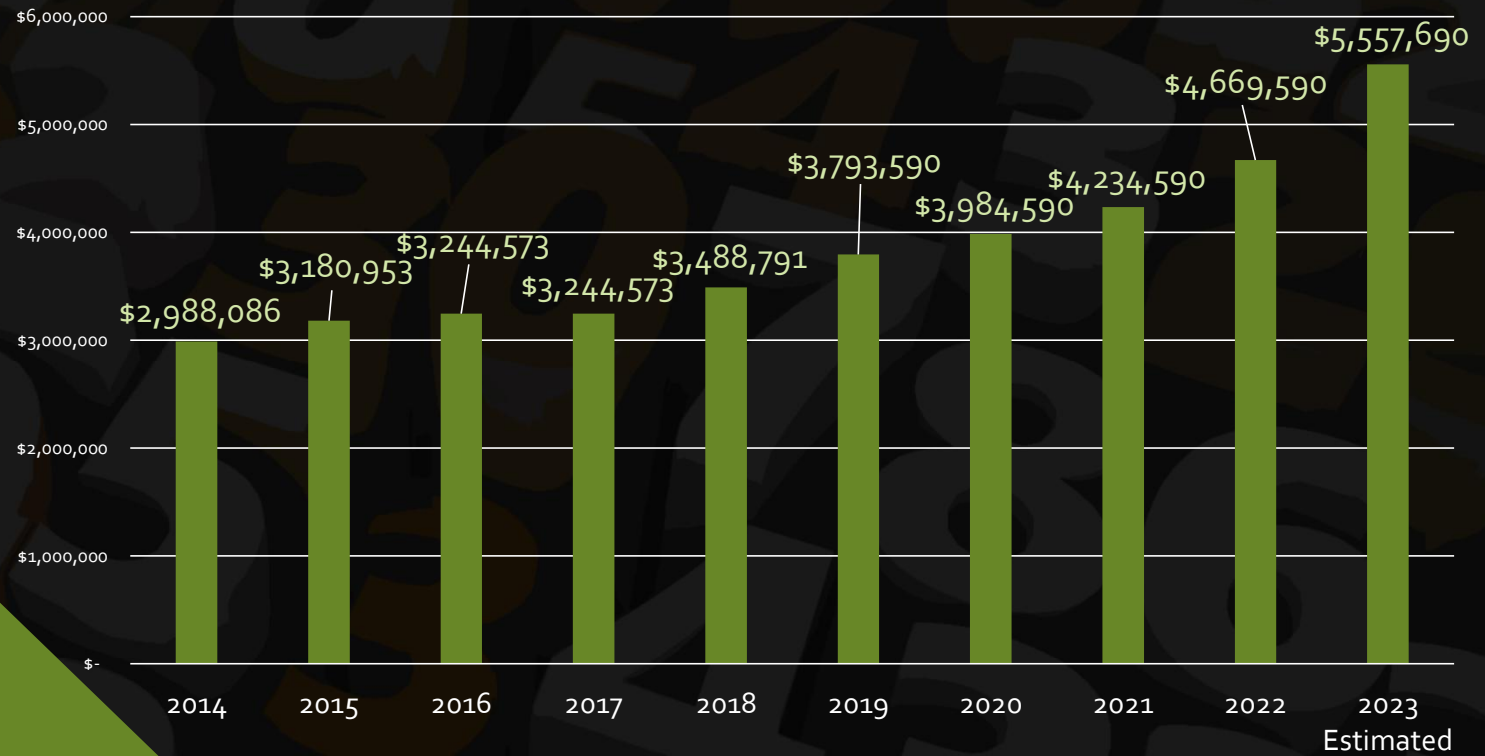
Tax rate calculation 2022 & 2023

Tax Levy		2022	2023 Proposed
General Operating		3,271,000	3,250,000
Capital Equipment		260,000	280,000
Building		470,000	870,000
Parks			450,000
Street		300,000	360,000
Total General Operating Levy		4,301,000	5,210,000
Debt Service			
	2007	20,900	-
	2015	20,470	20,470
	2017	327,220	327,220
Total Levy		4,669,590	5,557,690
Fiscal Disparities		\$ 993,475	\$ 967,230
Spreadable Levy		\$3,676,115	\$ 4,590,460
Tax Capacity		\$7,519,595	\$ 9,590,449
TIF		\$ -	\$ -
Contributions To		\$ 343,146	\$ 331,771
Joint value		\$ 10,975	\$ 12,953
Tax Capacity Value-Adjusted		\$7,187,424	\$ 9,271,631
Tax Rate		51.146%	49.511%
Tax Levy Increase		\$ 435,000	\$ 888,100
% increase		10.27%	19.02%

Comparison of 2022 Levy and the 2023 Levy

	2022	2023 Proposed
General Revenue:		
General Fund	\$3,271,000	\$3,250,000
Capital Equipment	\$260,000	\$280,000
Building Improvements	\$470,000	\$870,000
Parks	\$0	\$450,000
Street Improvements	\$300,000	\$360,000
Total General Revenue	\$4,301,000	\$5,210,000
Debt Service		
GO Bond-2013A	\$20,900	\$0
GO Improvement Bond-2015A	\$20,470	\$20,470
GO Improvement Bond-2017A	\$327,220	\$327,220
Total Debt Service	\$368,590	\$347,690
Total Levy	\$4,669,590	\$5,557,690

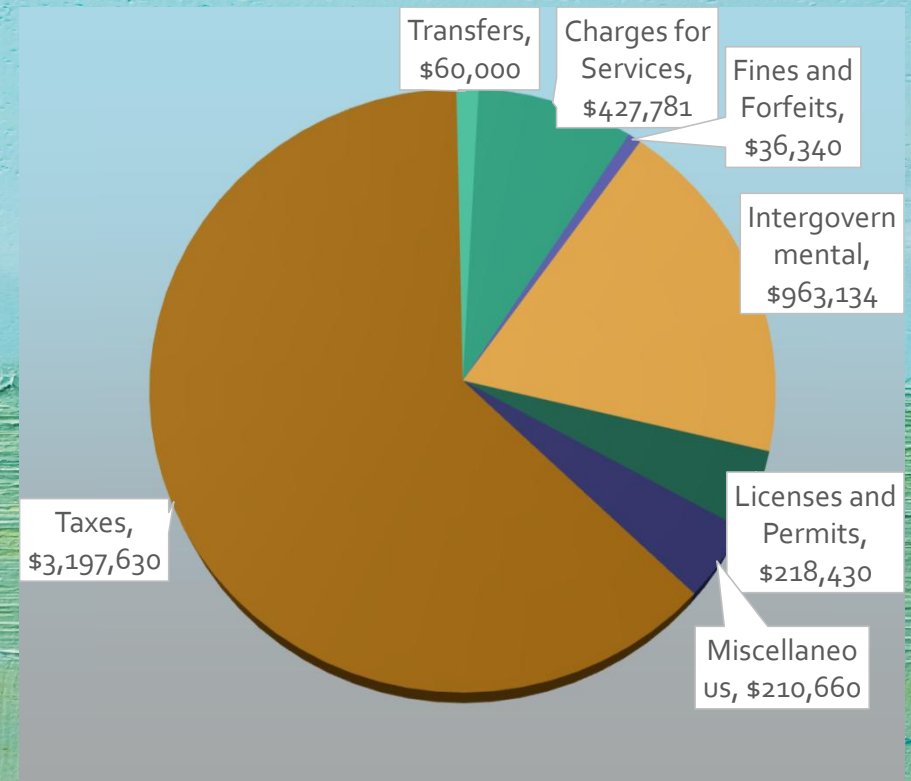
Total Levy History



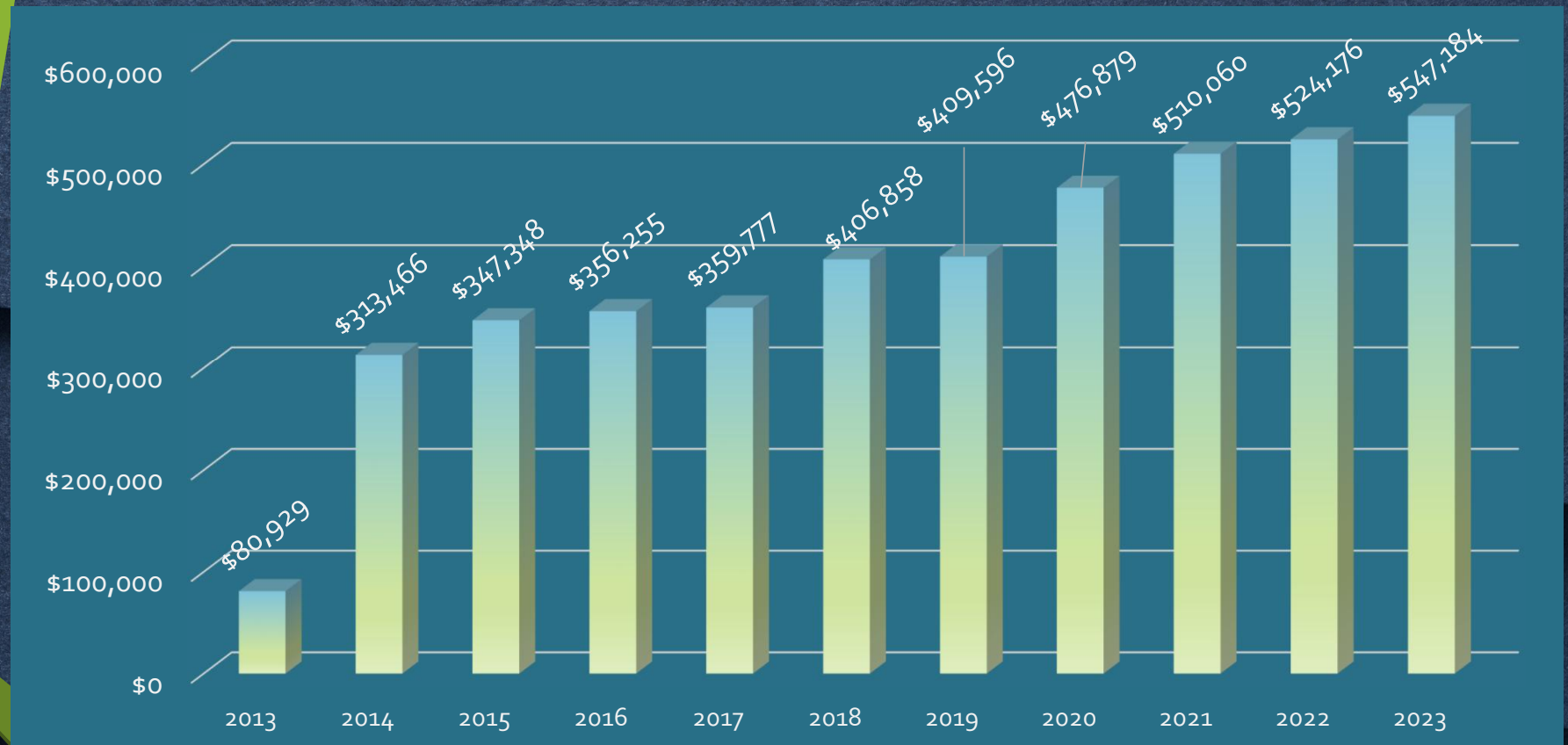
The levy has increased \$2,760,604 from 2014 to 2023.
This is an increase of 92% or 9.2% a year.

General Fund Revenues

	2023 Budget
Taxes	\$3,197,630
Licenses and Permits	218,430
Fines and Forfeits	36,340
Intergovernmental	963,134
Charges for Services	427,781
Miscellaneous	210,660
Transfers	60,000
Total	\$5,113,975

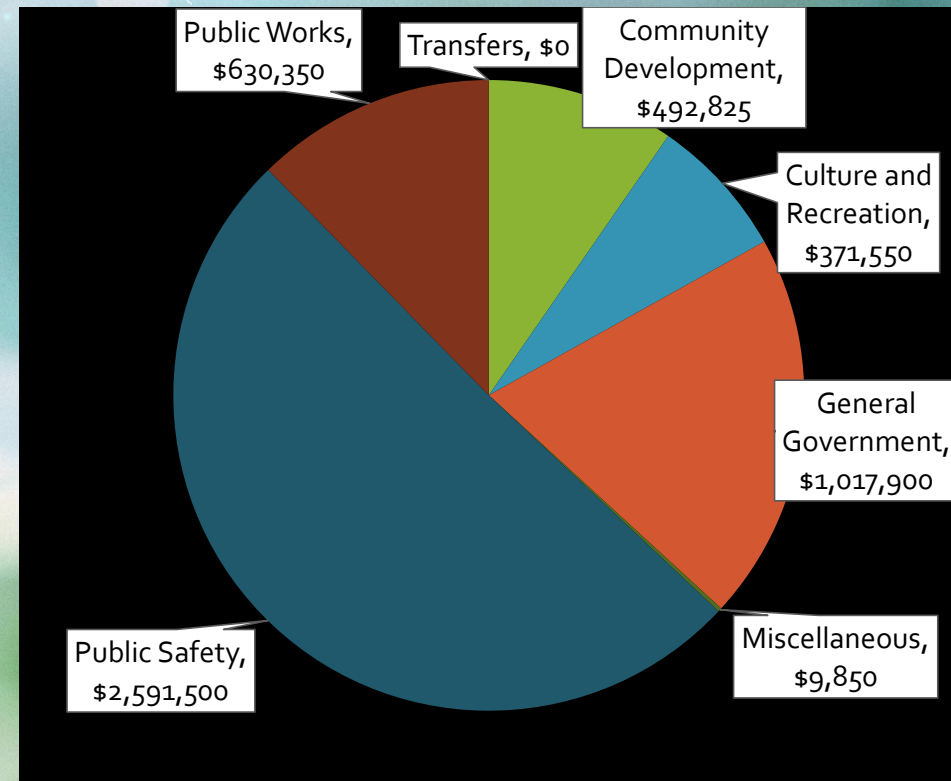


Local Government Aid



General Fund Expenditures-by Category

	2023 Budget
General Government	\$1,017,900
Public Safety	\$2,591,500
Public Works	\$630,350
Culture and Recreation	\$371,550
Community Development	\$492,825
Miscellaneous	\$9,850
Transfers	\$0
Total expenditures	\$5,113,975



Monthly Tax Bill- Median Valued Home

General Government	16.12
Public Safety	41.05
Streets & Recycling	15.68
Parks & Trails	5.88
Community Development	7.81
Transfers/Debt	31.01

- Departments Include: Council, Charter Commission, Administration, Elections, Finance, Auditing, Assessing, Legal, & Buildings.
- Manage a \$10+ million budget
- Manage and Enforce City Code, which regulates utilities; building permits; alcoholic beverages, licensing; business licensing; right-of-ways, traffic and parking; public protections; zoning; subdivisions; and annexations of city owned land.
- Coordinate functions of the City Council; Economic Development Authority; Planning Commission and Charter Commission.
- Coordinate election functions.

**General
Government
\$16.12**

17

Public Safety \$41.05

24/7 police and fire
response in town.

Respond to calls for
service, such as medicals,
thefts, property crimes
and crimes against a
person.

Other services such as
vehicle lockouts, home
security checks & drug
drop off

Education opportunities
such as Eddy the Eagle,
and Anti Bullying
Campaign.

Street/Recycling \$15.68

- Snow and ice control
- Street lighting
- Tree trimming
- Recycle day & promotion of recycling
- Street maintenance

Parks/Trails
\$5.88

Playground equipment

Ball field maintenance

Maintenance of parks

Skating rinks

Trail maintenance

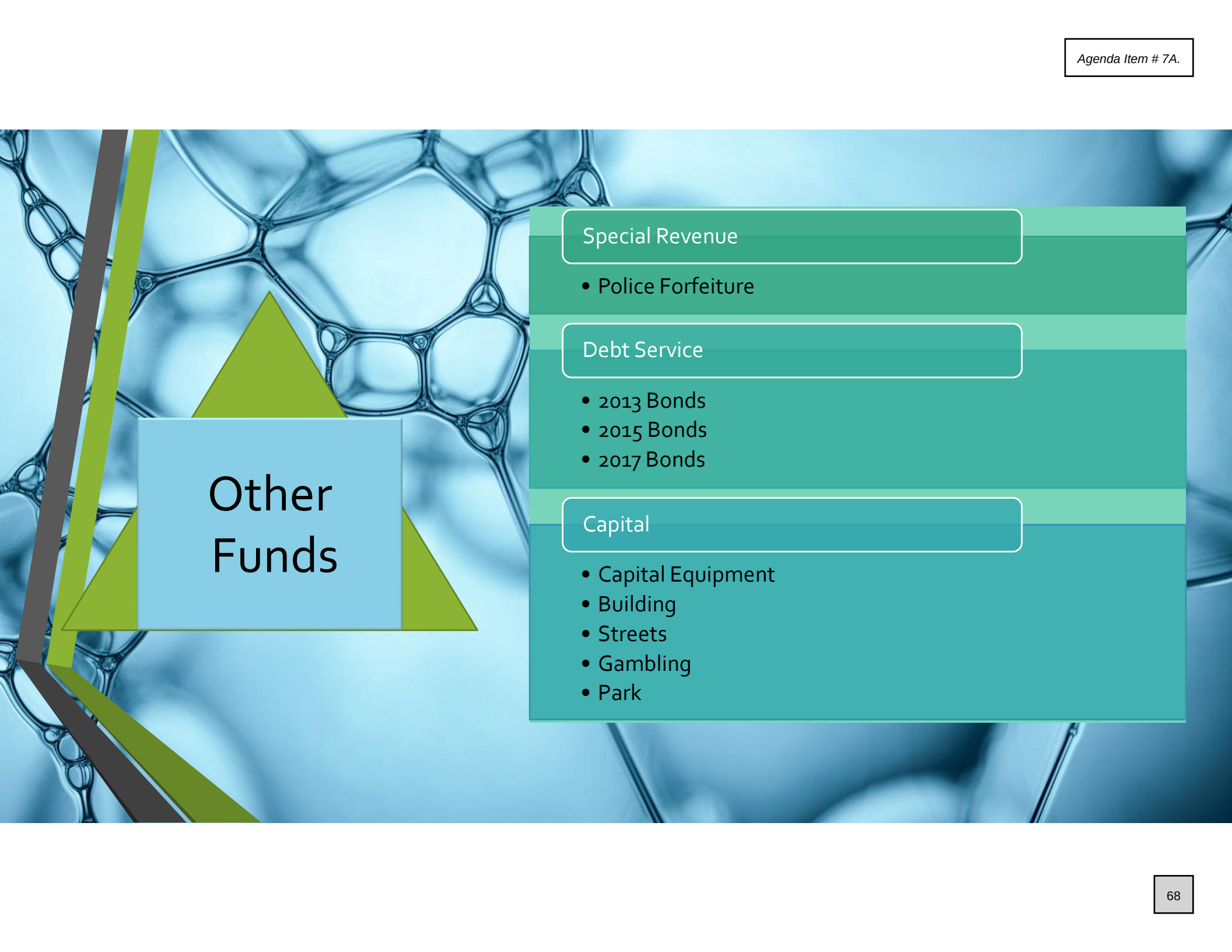
20

Community Development \$7.81

- Building permits/inspections
- Economic development to support the city growth
- Rental license program
- Vacant building registrations
- Work on citizen concerns around the city

Debt Service, Capital, & Miscellaneous- \$31.01

- Capital Equipment purchases.
- New Fire Station/City Hall Construction
- Park Development
- Debt Service



Other Funds

Special Revenue

- Police Forfeiture

Debt Service

- 2013 Bonds
- 2015 Bonds
- 2017 Bonds

Capital

- Capital Equipment
- Building
- Streets
- Gambling
- Park

2023 Budget	General	Police Forfeiture (208)	Park Dev (225)	EDA (240)	Debt Service (311)	Debt Service (327)	Debt Service (330)	Capital Projects (402)	Building (404)	Streets (405)	Gambling Fund (210)	
REVENUE												
Property Taxes	3,197,630		450,000		0	20,470	327,220	280,000	870,000	360,000		5,505,320
Special Assessments					0	7,000				39,000		46,000
Licenses and Permits	251,480											251,480
State General Aid	963,134											963,134
State Categorical Aid										116,097		116,097
Charges for Services	427,781		1,000									428,781
Fines and Forfeits	36,340											36,340
Interest on Investments			700			500	0	7,000	1,000	10,000	500	19,700
Miscellaneous Revenue	210,660										40,000	250,660
TOTAL REVENUE	5,087,025	0	451,700	0	0	27,970	327,220	287,000	871,000	525,097	40,500	7,617,512
Transfers In from Other Funds (incl Enterprise)	60,000		0		39,880	0	165,000	40,000				304,880
TOTAL REVENUE & OTHER FINANCING SOURCES	5,147,025	0	451,700	0	39,880	27,970	492,220	327,000	871,000	525,097	40,500	7,922,392
CURRENT EXPENDITURES (Exclude Capital Outlay)												
General Government	1,018,000											1,018,000
Public Safety	2,585,300											2,585,300
Streets & Highways	559,500									194,000		753,500
Sanitation	78,250											78,250
Culture and Recreation	377,300											377,300
Economic Development	518,825											518,825
Miscellaneous Expenditures	9,850											9,850
TOTAL EXPENDITURES	5,147,025	0	0	0	0	0	0	0	0	194,000	0	5,341,025
Principal					95,000	25,000	310,000					430,000
Interest					1,900	3,425	155,107					160,432
Total Capital Outlay		7,416						847,685				855,101
TOTAL EXPENDITURES	5,147,025	7,416	0	0	96,900	28,425	465,107	847,685	0	194,000	0	6,786,558

Enterprise Funds

Water Fund

Wastewater Fund

Storm Water Fund

Liquor Fund



Questions/ Public Input

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2022-63

RESOLUTION CERTIFYING TAXES PAYABLE IN 2023

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

1. The following sums of money be levied for the current year, collectible in 2023,
upon the taxable property in said City of St. Francis, for the following purposes:
2.

General Operating Levy	
General Fund	\$ 3,250,000
Capital Equipment Fund	280,000
Building Improvements	870,000
Parks	450,000
Street Improvements	360,000
Total General Operating Levy	<u>\$ 5,210,000</u>
 Debt Service Levy	
2015A Debt Service	20,470
2017A Debt Service	327,220
Total Debt Service Levy	<u>347,690</u>
 Total Levy	 <u>\$ 5,557,690</u>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th DAY OF
DECEMBER, 2022.

APPROVED:

Steven D. Feldman, Mayor of St. Francis

ATTEST:

Jennifer Wida, City Clerk

CITY OF ST. FRANCIS
ST. FRANCIS, MN

RESOLUTION 2022-64

RESOLUTION ADOPTING A BUDGET FOR 2023

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS,
MINNESOTA that a budget for 2023 is hereby adopted as outlined in the following summary:

<u>Total By Fund</u>	REVENUES	NET OTHER INCREASES (DECREASES)	EXPENDITURES
Operating Budget:			
General	5,053,975	60,000	5,113,975
Police Forfeiture	-	-	7,416
EDA	-	-	-
Water	1,707,580	(84,022)	1,237,000
Sanitary Sewer	2,125,000	(160,858)	2,045,195
Storm Sewer	175,000	-	138,500
Municipal Liquor	2,567,400	(60,000)	2,604,950
Total Operating Budget	11,628,955	(244,880)	11,147,036
-			
Capital Projects/Equipment	287,000	40,000	738,094
Building	871,000	-	-
Street	525,097	-	194,000
Gambling Fund	40,500	-	-
Park Improvements	451,700	-	-
Total Capital Budget	2,175,297	40,000	932,094
Debt Service Budget:			
Debt Service-2013	-	39,880	96,900
Debt Service-2015	27,970	-	28,425
Debt Service-2017	327,220	165,000	465,107
Total Debt Service Budget	\$ 355,190	\$ 204,880	\$ 590,432
Grand Total	\$ 14,159,442	\$ -	\$ 12,669,562

BE IT FURTHER RESOLVED that the Finance Director shall establish a budget for each public improvement project when the Council orders the project and that the budget amounts shall be recorded at amounts specified in the feasibility study for the project.

BE IT FURTHER RESOLVED that the above budgets for Governmental Funds are hereby adopted for financial reporting and management control.

BE IT FURTHER RESOLVED that the above budgets for all other funds are hereby adopted for management purposes only.

BE IT FURTHER RESOLVED that the transfer of appropriations among the various accounts, within a fund, shall only require the approval of the City Administrator or his designee. However, City Council approval is required for transfers from contingency accounts.

BE IT FURTHER RESOLVED that all appropriations which are not encumbered or expended at the end of the fiscal year shall lapse and shall become part of the unencumbered fund balance which may be appropriated for the next fiscal year except appropriations for capital improvement projects which shall not lapse until the project is completed or canceled by the City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5th DAY OF DECEMBER, 2022.

APPROVED:

Steven D. Feldman, Mayor of St. Francis

ATTEST:

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mayor and City Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Fee Schedule Amendments – 2nd Reading
DATE: December 5, 2022

OVERVIEW:

The City adopts a fee schedule to identify the fees for licenses, equipment usage, facility rental, land use permits, building permits and other city business items.

Since the last adopted fee schedule, various items have come forward that need to be addressed. Under the following sections you will find updates in the attached Fee Schedule along with some corrections made to improve the layout:

- Business and Service Licenses
 - Investigation Fee
 - Food Truck – Day permit added
- Document Services
 - Thumb Drive replaces CD's
- General and Miscellaneous
 - Certify Delinquent Invoices
- Building Permit
 - Roofing-Residential – Single Unit
 - Roofing Residential – attached townhomes, twin homes, and multifamily
- Escrow Deposits – Title Changed
 - Driveway
 - Driveway apron
 - Sidewalk
 - Steps
- Community Development Fees
 - Land and Property Use
 - Sign Permit – Commercial
 - Vacant Building Registration Fees
 - Park Dedication fees
- Public Works Fees
 - Ball Park Use for Non-profit Organization
 - Rink Rental for Reserved Time – correct discrepancy
 - Removed text from the bottom that was redundant
- Community Center
 - Removed City Purposes section for redundancy
 - City Benefit
- Utility Fees

- Water meter correction
- Sewer Rates
 - Monthly Base Fee
 - Charge per 1,000 Gallons Used
- Water Rates
 - Monthly Base Fee
 - Charge per 1,000 gallons used
 - Bulk water – per 1,000 gallons used

ACTION TO BE CONSIDERED:

Motion to approve the second reading of Ordinance 302 – Amending the Fee Schedule.

Attachments:

- Park Dedication Fee Memo from Community Development Director
- Fee Schedule with proposed edits.
- Ordinance 302 – Amending the Fee Schedule, Second Reading



CITY COUNCIL AGENDA
REPORT

TO: St. Francis City Council
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Park Dedication Fee
DATE: 12-5-2022

Park Dedication Framework

Minnesota Statutes 462.358 empowers cities to require a reasonable portion of the buildable land in a proposed subdivision to be dedicated to the public or preserved for public uses. The intent is to capture funds from new subdivision growth, so new development pays its fair share of the needed expansion of the park system. The land or funds captured as part of park dedication may only be used for the acquisition or new development of parks.

The new Park Master Plan establishes the City’s nexus for parkland dedication by providing a prioritized list of land acquisitions and improvements needed to achieve the community’s vision. In St. Francis, HKGi staff estimate the prioritized list to cost \$23 million with approximately \$11 million in park improvements attributed to new growth.

System Improvements	Total System Cost*	Costs Attributable to New Growth
Parkland Acquisition	\$2,761,230	\$ 2,323,370
Park Improvements	\$11,949,251	\$ 6,026,063
Trail Construction	\$8,422,164	\$ 2,756,583
Total Estimated System Costs	\$23,132,645	\$11,106,016

*Does not include the costs of community center

Evaluation of Park Dedication Rates and Fees

The City currently has a park dedication rate of \$2,500 per lot or 10% of the gross area of platted residential; 5% of the gross area of platted industrial land; and 3% of the gross area of platted commercial land.

This fee and rate is reviewed annually as part of the fee schedule. City staff directed HKGi to complete a more rigorous study of these fees in light of the new Park Master Plan. The park dedication fees were evaluated using a number of different metrics including:

- Understanding the overall system cost based on the updated Parks Plan and estimated growth in each sector
- Reviewing estimated land values from the Anoka County assessor for properties with growth potential in the urban service area
- Evaluating the park dedication fees of surrounding and peer communities such as Andover, Anoka, East Bethel, Ham Lake, Oak Grove, and Otsego

Development Type	System Cost Estimate	Land Value Estimate	Surrounding Area Fees
Residential	\$4,051 per unit	\$3,365 per 0.10 acre	See Attachment 1
Non-residential	\$7,515 per acre	\$4,440 per 0.05 acre	

In partnership with HKGi, staff evaluated these metrics and proposed an updated fee that they felt best balanced the needs of the community. Based on the evaluation, staff recommended the following dedication and fee requirements for parkland dedication on November 21:

Development Type	Land Dedication Rate		Cash-in-Lieu Fee (fee schedule)	
	Current	Proposed	Current	Proposed
Residential	10% gross area platted land	10% buildable platted land	\$2,500/lot	Single-unit: \$3,500/unit Multi-unit: \$2,500/unit
Non-Residential	Commercial: 3% gross area platted land Industrial: 5% gross area platted land	5% buildable platted land		\$4,500/lot

Updated Evaluation of Park Dedication

At the November 21st City Council meeting, the Council expressed concern that the proposed fees would discourage development in the City, especially in light of the potential changes in the real estate market in 2023. They also encouraged staff to look additional communities for their park dedication fees (see expanded list in Attachment 1). The Council suggested reducing the proposed fees by \$500 to help encourage development.

Reducing the proposed fee creates a larger gap between the expected system costs due to new growth and the fee. Therefore, the City will have a harder time meeting the goals set forth in the Park Master Plan. Additionally, the fee would be lower than the equivalent land value, so developers will be more inclined to pay the fee in lieu of dedicating the land. However, given the expanded evaluation of surrounding communities, staff believe lowering the proposed rate would be reasonable. It is important to note that these communities are not part of the metropolitan area.

In light of direction from City Council, Staff recommend the following cash-in-lieu fees for park dedication. Staff recommend re-evaluating the fee for the 2024 fee schedule. Staff will also be presenting changes to City Code section 11-44-03 in the coming months to directly reference the fee schedule, and this fee could be updated at that time as well.

Development Type	Proposed Land Dedication	Proposed Cash-in-Lieu Fee
Residential	10% buildable platted land	Single-unit: \$3,000/unit Multi-unit: \$1,750/unit
Non-Residential	5% buildable platted land	\$4,000/lot

Recommendations

1. Review and approve the proposed cash-in-lieu park dedication fee as part of the City's 2023 fee schedule.

Attachments

- Peer Communities Analysis

Peer Communities Analysis for Park Dedication

Park Dedication		
Initial Study		
City	Residential	Commercial/Industrial
St Francis	\$2,500/lot or 10% of land	\$2,500/lot or 5% of industrial land, 3% of commercial
Andover	\$4,806/unit	\$14,417 per acre or 10% market value, whichever is less
Anoka	\$2,543/unit or Land Dedication Based on density: Density = 0-1 du/a: 5% Density = 2-3 du/a: 10% Density = 4-5 du/a: 12% Density = 6-7 du/a: 14% Density = 8-12 du/a: 16% Density = 13-16 du/a: 18% For density over 16 du/a, add 0.5%	Exempt
East Bethel	Cash not to exceed \$2,000/lot or 10% of land If over 6 units/acre of density, then it's 10% plu 1% for each dwelling unit over 6 du/a.	5% of land or cash not to exceed \$2,000/acre
Ham Lake	10% of land or \$2,500/lot	
Maple Grove	Residential = \$4,236/unit Multi-dwelling residential = \$3,389/unit Affordable residential = \$3,177/unit Assisted living/memory care = \$11,000/acre	Commercial = \$11,000/acre Industrial = \$6,500/acre
Oak Grove	\$2,300/lot	
Otsego	\$2,880/dwelling unit	\$7,000/acre
Additional Cities		
Cambridge	\$1,600/unit or 10% of land	\$2,940 per acre or 10% of land
Isanti	\$1,500/unit	\$1,500/acre
North Branch	\$1,800/unit	\$1,800 base + \$1,800 per acre
Elk River	Residential Low density (<4 du/acre) = \$1,425.93/unit Med density (4 to <7 du/acre) = \$1,075.79/unit High density (>7 du/acre) = \$4,897.04/unit <i>High density capped at \$500,000</i>	Commercial = 8% of cnty assessment Industrial = 6% of cnty assessment
Dayton	\$4,079/unit + \$2,536/unit trail dedication	\$7,166/acre
Blaine	\$4,449/unit	Commercial = \$8,704/acre Industrial = 6,702/acre
Coon Rapids	Single Family Residential = \$2,000/unit Multifamily Residential = \$1,360/unit	Commercial = \$5,000/unit Industrial = \$4,000/unit

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

ORDINANCE 302

AN ORDINANCE AMENDING SECTION 2-9-1 OF THE CITY CODE
REGARDING THE FEE SCHEDULE

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That all previously adopted versions of the fee schedule are deleted and Section 2-9-1, Second Series shall hereby be added to read as established in Exhibit A.

Section 2. Effective Date. This Ordinance shall take effect thirty days after publication or as noted in the amendment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 5th DAY OF DECEMBER, 2022.

APPROVED:

Steven D. Feldman
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk



City of St. Francis Fee Schedule - 2022

ADMINISTRATIVE FEES

ADMINISTRATIVE PENALITIES	
1 ST Offense	\$100
2 nd Offense	\$200
3 rd Offense	\$500
4 th Offense	\$1,000
5 th Offense and beyond	\$2,000
Administrative Hearing fee	\$750

ANIMAL FEES	
Administrative Fee	\$50/Day
Pick up Service Fee	
- 8 AM to 6 PM	\$60/Hour
- 6 PM to 8 AM	\$80/Hour
Boarding Fee	\$25/Day
Dog License	\$10/1-2 Year Vaccinations \$15/3 Year Vaccinations
Kennel	
- Homebased	\$70/Year
- Commercial	\$90/Year
Chickens	\$120/One time

AMUSEMENT AND RECREATION	
Amusement Machine	\$15/Location + \$15/Machine
Dance	
- Annual	\$100/Year
- Per Event	\$10/Event

BUSINESS AND SERVICE LICENSES

Agenda Item # 9A.

Investigation Fee	\$ 25 35
Adult Entertainment Use	\$4,000/Year
Bed and Breakfast Use	\$100/Year
Sauna/Massage Parlors	\$2,000/Year
Fireworks	
- Retail / Tent	\$50/Occurrence
- Pyrotechnic Display	\$50/Occurrence
Pawnbroker	\$1,000/Year + \$1.25 per Transaction
Refuse Hauler	\$200/Year + \$50/Truck
Massage Therapist	\$200/Year
Taxicab	
- Driver License Fee	\$150/Year
- Operator License Fee	\$150/Year
Towing/Impound	\$150/Year
Finger Printing	\$15
Transient Merchant/Peddler	
- Week	\$50
- Month	\$150
- 60 Days	\$300
- <u>Food Truck – Year</u>	\$50/ Calendar Year
- <u>Food Truck - Day</u>	<u>\$10</u>
Excavations/Mining	
- Active Area Fee	\$50 /Acre
- Inactive Area Fee	\$25 /Acre
- Restoration Credit	\$25 /Acre
COUNCIL/COMMISSION PAY	
City Council Per Diems Per Day	\$35 for four hours or less; \$70 for more than four hours
- Special Council Meetings	
- Council Retreats/Work Sessions	
- Economic Development Authority Negotiations (EDA)	
- League of MN Cities Functions	Prior Approval Required
- Labor Negotiations	Prior Approval Required
- Employee Interviews	Prior Approval Required
- Mayor Only:	
o School/County Liaison	
o MN Mayors Association	
o Speaking Engagements and other Civic Org.	
o Closing Property Acquisition	
o Fire District Study Group	Mayor may appoint Council members to fulfill his obligations and approve attendance
Planning Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Park Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Economic Development Authority	\$20/Meeting Paid Annually
Upper Rum River Watershed – Resident Appointed by Council	\$20/Meeting Paid Annually

Updated December 2022

DOCUMENT SERVICES	
Accident, Police, and Fire Reports	\$.25/Page; Over 100 Pages TBD
Copies	
- Paper/Copied	\$.25/page
- CDs <u>Thumb Drive</u>	\$15 / <u>\$35.00</u> per drive
- Colored Copies of Photos	\$3/Page
- Certificate of Survey (non-homeowner)	\$2/each
- City Council Agenda & Minutes (mailed)	
o Resident	\$25/Year
o n-Resident	\$25/Year + Postage
- Planning/Park Commission Agenda & Minutes (mailed)	
o Resident	\$12/Year
o Non-Resident	\$12/Year +Postage

GENERAL AND MISCELLANEOUS	
Election Filing Fee	\$5
Mileage reimbursement for Personal	Current IRS Rate
Notary	\$2/Document
Public Nuisance Violation Administration Fee (assessable)	\$75/Occurrence
Certify Delinquent Invoices (except utilities)	Lesser of 10% of Delinquency or \$75 <u>10% of Delinquency</u>
Certify Delinquent-Utility <u>Delinquent Utility</u> Bills	10% of Delinquency
Fire Department Charges	See Ordinance 138
Fire Department – Burn Permit	\$10.00
Returned Checks	\$30/Check
Snowmobile Permit	\$15/Annual
Special Assessment Administrative Fee	\$100
Special Assessment Search	\$20/Each
- 3.2% Malt – Off Sale	\$50/Year
- 3.2% Malt – Off Sale – Special Event	\$25/Event
- 3.2% Malt – On Sale	\$200/Year
- Club License	\$200/Year
- Wine License	\$200/Year
- Intoxicating Liquor – On Sale	4,000/Year
- Intoxicating Liquor – Sunday Sales	\$200/Year
- Investigation Fee:	
o Single Application	\$200
o Partnership	\$300
o Corporation	\$400
Tobacco License	\$150/Year

BUILDING FEES

Adopted valuation schedule for Building Permit fees. Fees for Building Permits include: 1) the fees as set forth in the fee schedule and 2) the surcharge required by Minnesota Statute 326b.148 or as amended

BUILDING PERMIT BY EVALUATION	
\$1 to \$500	\$29.50
\$501 to \$2,000	\$28 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
1,000,001 and up	\$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.
Plan Review fee of 65% of the building permit fee for valuation-based building permits & all commercial permits. (Except as per MN Rules 1300.0160, Subp. 5 for similar plans after first submittal, a 25% plan review fee may be paid-residential valuation-based building permits only)	

BUILDING PERMIT – SET FEE	FEE	ESCROW/STATE FEE
Admin Zoning Fee for Permits	\$50	
Accessory Structures 200 sq. ft. and less	\$50 zoning permit	
Accessory Structure over 200 sq. ft	By valuation	State Surcharge
Basement Finishes Permit	\$140	State Surcharge
Building Demolition	\$110	\$500
Building Demolition – Commercial	By Valuation	\$1,000
Building Relocation Permit	\$110	Performance Security Required
Contractor Verification Fee	\$10	
Dock Permit	\$50	\$250
Driveway Permit – <u>New & Replacement</u>		
- Under 75' – Length	\$50	\$250
- Over 75' – Length	\$100	\$500
- Over 600' – Length	\$350	\$2,000
- Parking Pad or Driveway Extension	\$50	
Fence – Residential Only		
- 6' and under	\$50 Zoning Permit	
Fireplace	\$120	State Surcharge

Updated December 2022

Fuel Tank Removal	\$120	
Engineer's Review of Building Permit	\$154	
HVAC – Heating Installations	\$120	State Surcharge
HVAC – Air Conditioning	\$120	State Surcharge
Inspections- After Hours	\$70/Hour, minimum 2 hours	
Investigation Fee	Not to exceed permit fee	
Irrigation – Connected to City	\$75 back flow preventer	State Surcharge
Manufactured Home Setup	\$100	State Surcharge
On-Site Septic		
- Type I – IV	\$275	
- Type V	By cost incurred	
- Operating Permit	\$125/Year	
- Soil Verification	\$120	
- Septic System Pumping Verification	\$20	
Parking Lot - Commercial	\$120	\$1,000 + State Surcharge
Plan/Zone Review of Building Permit	\$195	
Plumbing	\$120	State Surcharge
Pools exceeding 5,000 gallon and 24" in depth	By Valuation	State Surcharge
Re-Inspection Fee	Not to exceed \$75/Trip	
Retaining Wall Over Four Feet	By Valuation	State Surcharge
Roofing – Residential <u>Single-Unit Detached -Only</u>	\$120	State Surcharge
<u>Roofing – Residential attached townhomes, twinhomes, and multifamily</u>	<u>By Valuation</u>	<u>State Surcharge</u>
Siding – Residential Only	\$95	State Surcharge
Signs	\$120	State Surcharge
Solar – Residential /Commercial	\$120	State Surcharge
Water Softener Permit – Residential Only	\$75	State Surcharge
Water Heater – Residential Only	\$75	State Surcharge
Windows/Doors	\$120	State Surcharge
Commercial Buildings (Plumbing, Mechanical, Fire Alarm, etc.)	By Valuation	State Surcharge

- All commercial permits and Anything not listed above will be based on valuation + plan review + State Surcharge.
- *Permits over 180 days of inactivity are null and void with no refund.*
- *Permit extension not to exceed ½ permit fee and Building Inspector makes determination.*
- *No refund on plan review fees; maximum refund is 75% of total fee for permit fees; no refund for State Surcharge*
- **STATE SURCHARGE collected in accordance with MN Statutes 326B.148**

NEW CONSTRUCTION/REMODEL ESCROW DEPOSITS	
Admin Escrow Fee/Non-Refundable	\$250/per property
3" Topsoil	\$1,000
Culvert	\$1,500
Curb Box and Meter	\$1,500
Driveway	\$3,000 2,000
Driveway Apron/approach (rural)	\$600

Erosion Control	\$300-\$500
Final Grading	\$500-\$1,500
Litter/Debris Clean-Up	\$300-\$500
Retaining Wall	\$30.00 per sq. ft.
Sidewalk	\$ 12.00 4.00 per sq. ft.
Sod/Seed	\$3,500
Steps	\$ 12.00 4.00 per sq. ft.
Swimming Pool Fence	\$1,500
Street Cleaning	\$250
Trees	\$750

COMMUNITY DEVELOPMENT FEES

LAND AND PROPERTY USE	FEE	ESCROW/STATE FEE
Administrative Subdivision	\$350	\$2,000
Annexation	\$250	\$2,000
Appeal	\$200	\$1,000
Comprehensive Plan Amendment	\$450	\$2,000
Conditional Use Permit	\$350	\$2,000
Environmental Review	\$350	\$650
Excavation/Fill Permit (Admin)	\$100	\$250
Excavation/Fill Permit (IUP)	\$350	\$2,000
Home Occupation (IUP)	\$350	\$2,000
Home Occupation (Permitted)	\$50	
Interim Use Permit	\$350	\$2,000
Minor Subdivision	\$350	\$2,000
Ordinance Amendment	\$350	\$2,000
Planned Unit Development	\$350	\$2,000
Rental Housing Licensing, ADU and Short-Term Rental - Single Family or First Unit - Each Additional Unit - Late Fee Due 1/16 - Late Fee Due 3/16 - Conversion Fee - Re-Inspection Fee	\$50 \$15/Each \$50 \$150 \$100 \$25/Each Unit	
Sign Permit Zoning Review (Admin)	\$75	
Sign Permit Zoning Review (Full)	\$250	\$350
Sign Permit Zoning Review (Temporary)	\$25	
<u>Sign Permit – Commercial</u>	<u>By Valuation</u>	<u>State Surcharge</u>
Rezoning	\$350	\$2,000
Site and Building Plan Review (Admin)	\$100	\$250
Site and Building Plan Review (Full)	\$350	\$2,000
Street/Utility Easement Vacation	\$350	\$1,000
Subdivision - Sketch Plan - Preliminary Plat (Rural) - Preliminary Plat (Urban)	\$300 \$400 \$400	\$500 \$400 + \$125/Lot \$425 + \$175/Lot

- Final Plat	\$350	\$650
Temporary Habitat Permit	\$500	\$5,000
Temporary Outdoor Sales Permit/License	\$50	
Wetland		
- Replacement Plan Review with Plat	\$350	\$650
- Replacement Plan and Excavation	\$350	\$650
- Delineation	\$350	\$1,000
Vacant Building Registration Fee		
- First Year	\$125	
- Second Year Renewal	\$250 175	
- Third Year Renewal	\$350 250	
- Fourth Year Renewal	\$500 350	
- Fifth Year Renewal and Beyond	\$700 500	
- Vacant Building Administration Fee	\$100	
Variance Application	\$350	\$2,000
Park Dedication	2,500/Lot \$3,000 3,500/unit for single family; \$1,750 2,500/unit for multifamily; \$4,000 4,500/lot for non-residential	
TIF Application/Business Subsidy	-\$350	\$3,000

- Applicants are responsible for all costs incurred by City for consultant fees.

PUBLIC WORKS FEES

PARK AND FIELD	Resident	Non-Resident
Concession Stand	\$50/Event	\$100/Event
Ball Park Use –		
• Non-profit Organization	\$150 – Annual Fee	
• Outside Organization	\$100/Night for Season	\$200/Night for Season
• One Game Fee	\$40/Game	\$80/Game
Damage Deposit	\$50 - Refundable	\$75 – Refundable
Key Replacement	\$50/Each	\$50/Each
Football Field	\$40/Each	\$50/Each
Football Youth Program	\$60/Week per team	
Woodbury Gazebo Rental	\$80/Event	\$130/Event
Rink Rental for Reserved Time	\$25 \$30/Hour for afterhours rental	\$80/Hour for afterhours rental
Restroom	\$30/Event	\$60/Event
Picnic Shelter	\$30/Event	\$60/Event
Soccer Youth Program	\$60/Week per team	
Soccer Field	\$40/Each	\$50/Each
Warming House	\$80/Event	\$130/Event

- ~~St. Francis City Council has the authority to change an annual fee of \$100 for non-profits.~~
- ~~St. Francis City Council has the authority to waive any fees for non-profits~~

COMMUNITY CENTER	
Resident	\$50/Event
Non-Resident	\$100/Event
Damage Deposit	\$150
Late Key Return	\$25 if not returned within 2 business days of event
City Purposes	Free
City Benefit - St. Francis Lions/Lioness - St. Francis Senior Citizens Group - St. Francis Area Jaycees - St. Francis Youth Association (4-H, Scouts, Hockey, etc.) - St. Francis Ambassador Program - St. Francis Area Chamber of Commerce - Other Government Agencies - Local Church Organizations - Local Business/St. Francis Based Non-Profit Organizations	<u>Damage Deposit +</u> Fees will be waived for these uses unless the Council specifically determines that the fees should be imposed Donations will be accepted for use of facility unless Council specifically determines that the fees should be imposed
Priority for Use in Event of Conflict - City of St. Francis - Non-Profit located with the City limits - Residents (individuals or groups) - Non-Profit located outside of City limits - Non-Residents (individuals or groups)	Based on earliest request if more than one applicant of the same class seeks conflicting dates

EQUIPMENT AND STAFF USE	
One Ton Truck with Plow	\$55/Hour
Belos with Attachment	\$55/Hour
Crane Truck	\$60/Hour
Electric Generator	\$60/Hour
Grader	\$90/Hour
Zero Turn Mower	\$50/Hour
Pick Up Truck	\$40/Hour
Tandem Axle Truck	\$90/Hour
Tandem Axle Truck with Plow	\$110/Hour
Tool Cat/Skid Steer w/Attachments	\$80/Hour
Tractor with Loader or Attachments	\$60/Hour
Pay Loader - Hourly equipment rates DO NOT include the cost of the operator or cost of fuel and gas	\$90/Hour
Staff Time	Two Times Step 8 of Their Pay Grade

STREET AND ROADS	
Road Right-of-Way – Registration	\$35 + \$2,000 Escrow
Road Right-of-Way – Permit Application	\$150 + Consultant Fees
Street Opening	\$50 + bond or Deposit and Consultant Fees
Small Cell/Pole Attachment	\$500 per unit 1-5 \$100 per unit 6+

UTILITY FEES	
Access Charge, at time of Building Permit	
- Sewer Equivalent Connection	\$4,284/Each equivalent unit
- Water Equivalent Connection	\$3,060/Each equivalent unit
Unsubsidized Access Charge (outside city limits)	
- Sewer Equivalent Connection	\$8,568/Each Equivalent Unit
- Water Equivalent Connection	\$6,120/Each equivalent Unit
Trunk Line Charge, at time of subdivision	
- Water Trunk Line Availability	\$2,956/Net developable acres
- Sanitary Sewer Trunk Line Availability	\$4,150/ Net developable acres
Tapping and Connection Permits	
- Tapping and Water Connection	\$125
- Tapping and Sewer Connection	\$125
- Water Connection	\$50
- Sewer Connection	\$50
Water Meter Deposit Equipment	
- ¾"	\$465.15 <u>\$381.87</u> <u>\$465.15</u>
- 1" and Larger	Cost + 10%
Water Shutoff/Disconnect	\$35
7:00 am – 3:00 pm	\$35
Water Reconnect	<i>The Disconnect and Reconnect fee for water shall be waived if a resident leaves for two consecutive months during the time from October to March.</i>
7:00 am – 3:00 pm	
Meter Repair (not removal or installation)	Time and Materials / \$50 minimum
Curb Stop	
- Locate	
o Summer	\$25 minimum
o Winter	\$50 minimum
- Driveway Cover	Cost
- Repair	Time and Materials with \$50 minimum
- Box	Cost
Hydrant and Gate Valve Repair	Time and Materials with \$50 minimum
Hydrant Meter Deposit	\$800
Non-Response to Tagging Notice	\$250/Month until resolved
Unmetered Use of City Water	\$200/per occurrence
Wells and Well based Irrigations	\$20

SEWER RATES	
Monthly Base Fee	\$20.82 <u>\$21.24</u>

Charge per 1,000 Gallons Used	\$8.16 <u>8.32</u> equivalent conn
Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate

- Winter residential sewer rates (November through April billings) are based on actual water consumption used for the month billed
- Summer residential sewer rate (May through October billings) are based on the average of water consumption used for January, February, and March billings. If the winter water usage average is 3,000 gallons or less, the consumption billed will be the actual usage up to a maximum of 3,000 gallons. Any average usage greater than the 3,000 gallons will be billed the actual usage up to the minimum average calculated.
- Note: Consumption amounts are not billed greater than actual usage

STORMWATER	
Stormwater Rate	\$5.00/Month per Parcel (\$60/Year)
Grading/ESC Escrow	\$2,000 per gross acre or \$750 per SF or Twin family home. Whichever is greater.

WATER RATES	
Monthly Base Fee	\$14.55 <u>15.28</u>
- MN State Test Fee	\$0.81
Charge per 1,000 Gallons Used per Equivalent Connection	
- 0 – 14,999	\$4.50 <u>4.73</u> equivalent conn
- 15,000 – 29,999	\$4.72 <u>4.96</u> equivalent conn
- 30,000 – 44,999	\$5.45 <u>5.72</u> equivalent conn
- 45,000+	\$6.51 <u>6.84</u> equivalent conn
Bulk Water	
- System Access Charge	\$50
- Charge per 1,000 Gallons Used	\$6.16 <u>\$6.84</u>



CITY COUNCIL AGENDA
REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Rivers Edge Acceptance of Public Infrastructure Improvements and Release of Financial Security
DATE: December 5, 2022

OVERVIEW:

The City has previously approved the Rivers Edge development. As provisions of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work and also requires that the project provide an acceptable warranty period after initial construction.

The utilities for this phase were constructed in 2018 and the final wear course of pavement for the streets was constructed in 2019. The City has also recently received the as-builts as required.

In accordance with the Development Agreement, the Developer has requested City acceptance of the public infrastructure improvements and release of the financial security. We have reviewed the project status and recommend that the infrastructure improvements be accepted and the financial security released at this time.

ACTION TO BE CONSIDERED:

Approve Resolution 2022-65 Accepting Infrastructure Improvement and Releasing Financial Security.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Resolution 2022-65

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

RESOLUTION 2022-65

A RESOLUTION ACCEPTING INFRASTRUCTURE IMPROVEMENTS AND
RELEASING FINANCIAL SECURITY

WHEREAS, the City has previously entered into a Development Agreement (“Agreement”) for the plat known as Rivers Edge, and

WHEREAS, the Developer has requested that the City Council formally accept the public infrastructure improvements and release all financial security associated with this project, and

WHEREAS, the public infrastructure improvements have been constructed according to the approved plans referenced in the Agreement as inspected by a representative of the City Engineer, and

WHEREAS, an acceptable warranty period has been provided and no warranty items remain to be corrected as inspected by representatives of the City Engineer and Public Works Director.

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

1.

The City hereby accepts the public infrastructure improvements that pertain to the City.
2.

The City hereby releases the financial security associated with this project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5TH DAY OF DECEMBER, 2022.

ATTEST:

Jennifer Wida, City Clerk

APPROVED:

Steven D. Feldman, Mayor



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Rivers Edge 2nd Addition Acceptance of Public Infrastructure Improvements and Release of Financial Security
DATE: December 5, 2022

OVERVIEW:

The City has previously approved the Rivers Edge 2nd Addition development. As provisions of the Development Agreement, the City requires that the Developer establish a financial security to guaranty the performance of the work and also requires that the project provide an acceptable warranty period after initial construction.

The utilities for this phase were constructed in 2020 and the final wear course of pavement for the streets was constructed in 2021. The City has also recently received the as-builts as required.

In accordance with the Development Agreement, the Developer has requested City acceptance of the public infrastructure improvements and release of the financial security. We have reviewed the project status and recommend that the infrastructure improvements be accepted and the financial security released at this time.

ACTION TO BE CONSIDERED:

Approve Resolution 2022-66 Accepting Infrastructure Improvement and Releasing Financial Security.

BUDGET IMPLICATION:

None. All development costs are borne by the Developer.

Attachments:

- Resolution 2022-66

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

RESOLUTION 2022-66

A RESOLUTION ACCEPTING INFRASTRUCTURE IMPROVEMENTS AND
RELEASING FINANCIAL SECURITY

WHEREAS, the City has previously entered into a Development Agreement (“Agreement”) for the plat known as Rivers Edge 2nd Addition, and

WHEREAS, the Developer has requested that the City Council formally accept the public infrastructure improvements and release all financial security associated with this project, and

WHEREAS, the public infrastructure improvements have been constructed according to the approved plans referenced in the Agreement as inspected by a representative of the City Engineer, and

WHEREAS, an acceptable warranty period has been provided and no warranty items remain to be corrected as inspected by representatives of the City Engineer and Public Works Director.

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

1.

The City hereby accepts the public infrastructure improvements that pertain to the City.
2.

The City hereby releases the financial security associated with this project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 5TH DAY OF DECEMBER, 2022.

ATTEST:

Jennifer Wida, City Clerk

APPROVED:

Steven D. Feldman, Mayor



2022 Quarterly Report (Unaudited)

Submitted by:

John Schmidt

Liquor Store Manager

To: Mayor & City Council
From: John Schmidt, Liquor Store Manager
RE: 2022 3rd Quarterly Report
Date: December 5, 2022

Before you is 3rd quarter sales report. As you can see the number are trending the way we were hoping. What ever we are doing...it's working!

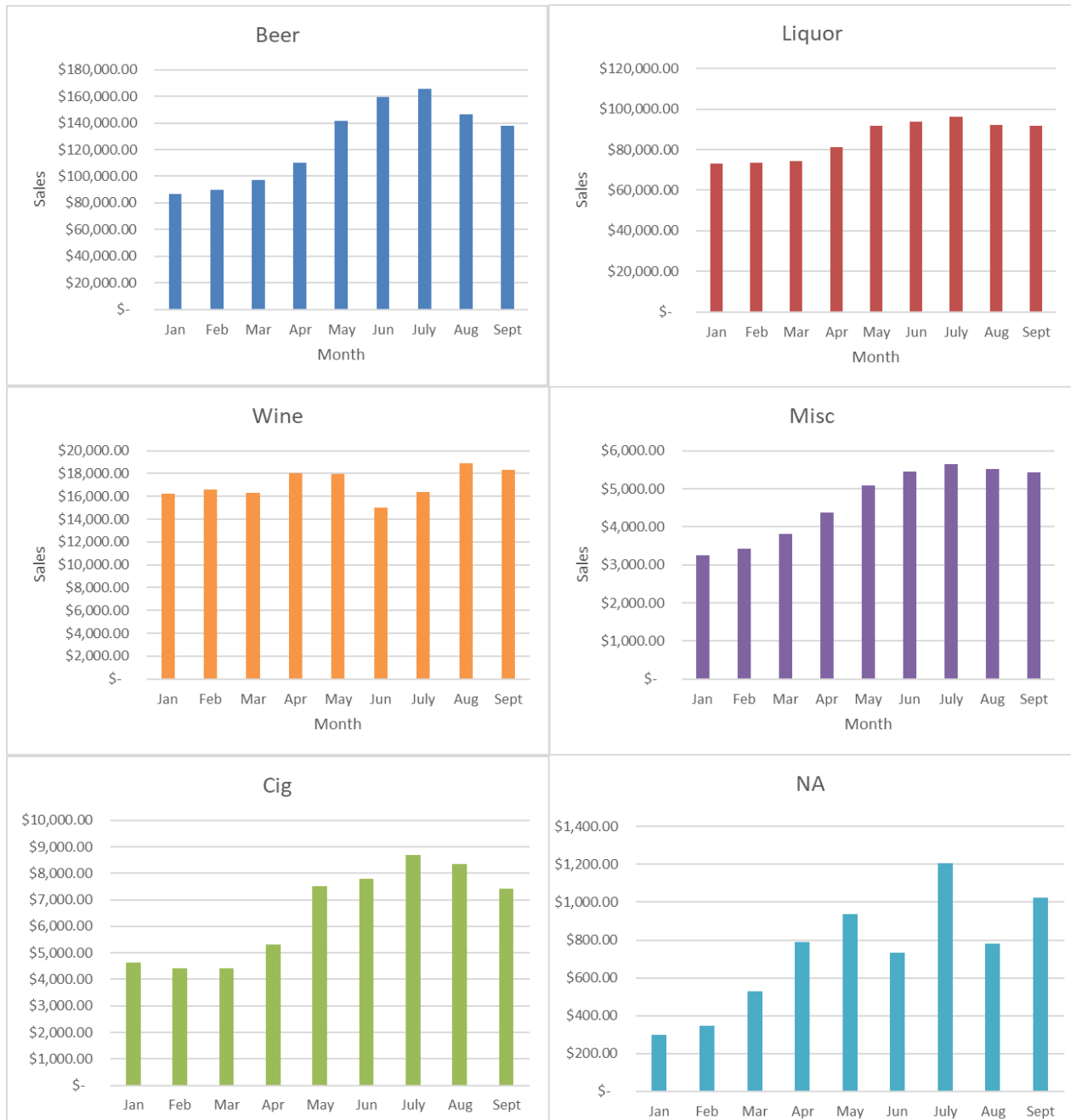
2022 YTD & 3rd Quarter Sales and Customer Count



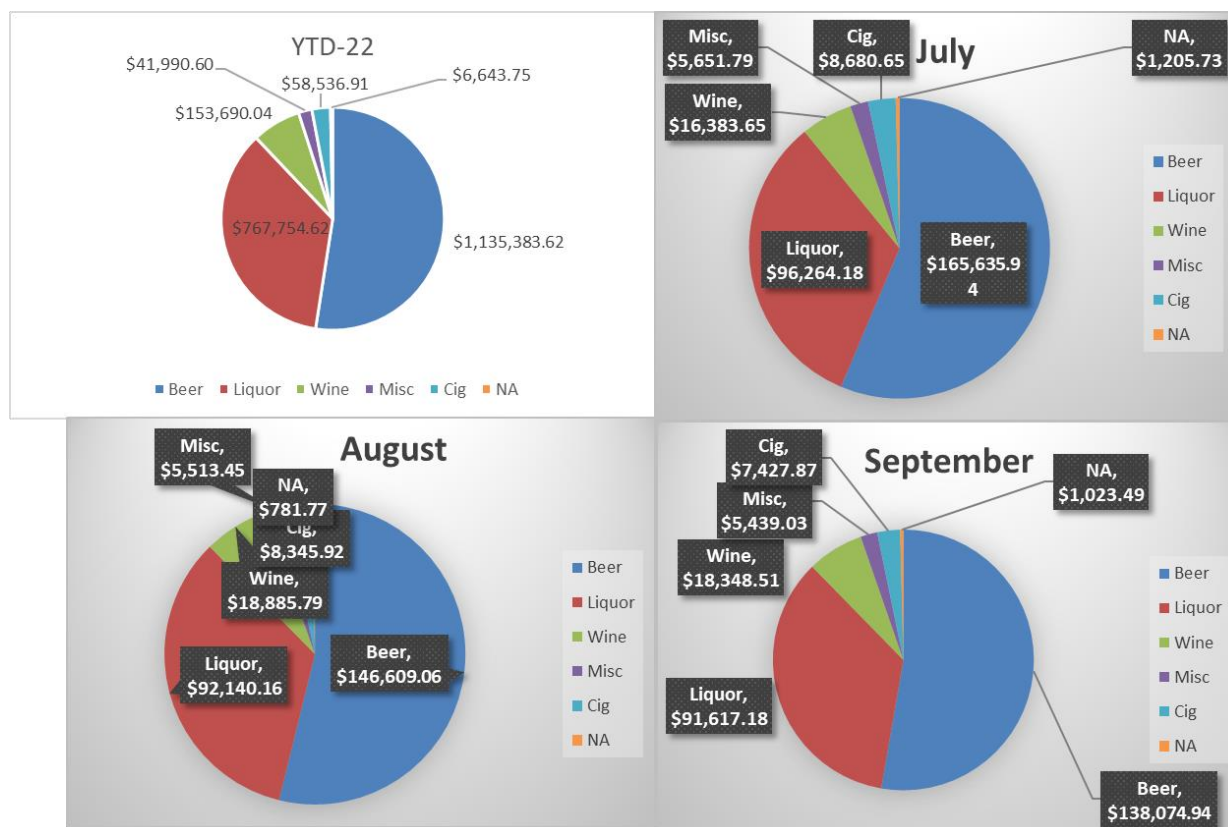
Manager Comments

Highlights for these charts are, July we came as close as we have ever come to hitting that \$300,000 sales number. It was easily our best month ever. Again looking at these graphs you do see the natural progression of sales with August being slower than July, etc.

Sales by Product Type in 2022



Sales by Product Type Monthly– Pie Chart



1st Quarter

Beer - \$273,598.82/48%
 Liq - \$221,004.28/39%
 Wine - \$49,121.40/9%
 Misc - \$10,476.86/2%
 Cig - \$13,465.58/2%
 NA - \$1,175.59/>1%
 Total - \$568,842.53

2nd Quarter

\$411,464.86/54%
 \$266,728.82/35%
 \$50,950.69/7%
 \$14,909.47/2%
 \$20,616.89/2%
 \$2,457.17/>1%
 \$767,127.90

3rd Quarter

\$450,319.94/54%
 \$280,021.52/34%
 \$53,617.95/7%
 \$16,604.27/2%
 \$24,454.44/3%
 \$3,010.99/>1%
 \$828,029.11

Manager Comments:

Third quarter numbers are consistent with 2nd quarter's, as far as percentages go. Our beer numbers continue to lead all categories across the board. Wine took a spike in August which isn't typically a big wine month. Our sale wines must have been impactful. Overall, we are happy with how 3rd quarters numbers turned out. Looking forward to seeing 4th quarter and end of year numbers.