



## **CITY COUNCIL REGULAR MEETING**

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

**Monday, March 20, 2023 at 6:00 PM**

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### **AGENDA**

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

**2. ROLL CALL**

**3. APPROVAL OF AGENDA**

**4. CONSENT AGENDA**

A. City Council Minutes - March 6, 2023

B. Joint Powers Agreement and CJDN (Criminal Justice Data Network) Subscriber Agreement

Resolution 2023-12 Approving State of Minnesota Joint Powers Agreement with the City of St. Francis on behalf of its City Attorney and Police Department

C. Zero Turn - Mower Replacement

D. Rental License Approvals

E. Payment of Claims

**5. MEETING OPEN TO THE PUBLIC**

**6. SPECIAL BUSINESS**

A. Swearing in of New Police Officers

**7. PUBLIC HEARING**

**8. OLD BUSINESS**

A. Ordinance Update – Chapter 8 Section Public Protection – Second Reading  
Ordinance 309 - Amending Chapter 8 Section 4-3 of City Code

**9. NEW BUSINESS**

A. Work Session Request

B. Police Department UAV Program

C. Fee Schedule Amendment for Farmers Market - First Reading  
Ordinance 311 - An Ordinance Amending Section 2-9-1 of The City Code Regarding The Fee Schedule – Farmers Market Fees

D. Recommendation for a Construction Manager

**10. MEETING OPEN TO THE PUBLIC**

**11. REPORTS**

A. Liquor Store Annual Report - 2022

**12. COUNCIL MEMBER REPORTS**

**13. UPCOMING EVENTS**

March 27 - City Council Work Session - 6:00 pm

April 3 - City Council Meeting - 6:00 pm

April 17 - City Council Work Session - 6:00 pm

April 19 - Planning Commission Meeting - 7:00 pm

April 29 - Recycling Event - 8:00 am - 2:00 pm

April 29 - Drug Take Back - 10:00 am - 2:00 pm

April 30 - Fire Dept. Hands on Safety Event - 10:00 - 2:00 pm

**14. ADJOURNMENT**

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

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

March 6, 2023

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, City Attorney Dave Schaps (Barna, Guzy & Steffen), Public Works Director Paul Carpenter, Fire Chief Dave Schmidt, Liquor Store Manager John Schmidt, Finance Director Darcy Mulvihill, City Engineer Craig Jochum (Hakanson Associates, Inc.), Police Chief Todd Schwieger, and City Planner Beth Richmond

**3. APPROVAL OF AGENDA**

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

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

Nays: None

Motion carries: 5-0

**4. CONSENT AGENDA**

A. City Council Minutes - February 21, 2023

B. Winning With Cops Donation

C. Water Treatment Plant Flowmeter

D. Rental License Approvals

E. Payment of Claims

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

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

Nays: None

Motion carries: 5-0

**5. MEETING OPEN TO THE PUBLIC**

Mayor Feldman asked City Clerk Wida if they had anyone wanting to speak. She said they did not.

**6. SPECIAL BUSINESS - NONE****7. PUBLIC HEARINGS – NONE****8. OLD BUSINESS****A. Ordinance Amendment to Park Commission – Second Reading****Ordinance 303 - Amending Chapter 2, Section 4-3 "Park Commission"**

City Administrator Thunstrom reviewed the Staff report and gave updates on the ordinance.

Bauer said that this looks great and he is happy to see a committee set up for parks.

MOTION BY: BAUER SECOND: UDVIG ADOPTING ORDINANCE AMENDMENT TO PARK COMMISSION - SECOND READING ORDINANCE 303 - AMENDING CHAPTER 2, SECTION 4-3 "PARK COMMISSION"

A roll call vote was performed:

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

Motion carried 5-0

**B. Ordinance Amendment – Chapter 3 - Second Reading****Ordinance 308 - An Ordinance Amending Chapter 3, Municipal and Public/Private Utilities – Rules and Regulations, Rates, Charges, And Collections**

Public Works Director Carpenter reviewed the Staff report and gave updates.

MOTION BY: ROBINSON SECOND: MUEHLBAUER ADOPTING ORDINANCE AMENDMENT - CHAPTER 3 - SECOND READING ORDINANCE 308 - AN ORDINANCE AMENDING CHAPTER 3, MUNICIPAL AND PUBLIC/PRIVATE UTILITIES - RULES AND REGULATIONS, RATES, CHARGES, AND COLLECTIONS.

A roll call vote was performed:

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

Motion carried 5-0

## 9. **NEW BUSINESS**

### A. Ordinance Update – Chapter 8 Section 4-3 – First Reading

#### Ordinance 309 - Amending Chapter 8 Section 4-3 of City Code

Thunstrom reviewed the Staff report concerning housekeeping to insure that the City is compliant with State statute.

Mayor Feldman asked if this is concerning silencers on weapons. Police Chief Schwieger said yes and explained that they are looking to update the local ordinance to comply with the State statute.

Muehlbauer asked why there is a separate ordinance if there is already a State statute. City Engineer Jochum explained that the City has historically mirrored what the State statute says and the only way to update this issue is with an ordinance.

MOTION BY: UDVIG SECOND: BAUER ADOPTING ORDINANCE UPDATE - CHAPTER 8 SECTION 4-3 - FIRST READING ORDINANCE 309 - AMENDING CHAPTER 8 SECTION 4-3 OF CITY CODE

A roll call vote was performed:

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

Motion carried 5-0

### B. Serenity at Seelye Brook Concept Review

City Planner Richmond reviewed the concept plan review request in regard to Serenity at Seelye Brook which is a large lot subdivision. She reviewed the different concept plans. She reviewed the comments from Anoka County. She noted the Planning Commission preference of either the 2 or 4 lot concepts.

Community Development Director Baumgardner shared the request for Council to provide direct input for the applicant. She mentioned that this application has brought up many additional matters. She stated this application may be a good



discussion for a work session. She shared that the applicant is present if there are questions.

Mayor Feldman asked for the applicant to come forward.

Eric Vickaryous, the applicant, came forward and gave more information on the different concept plans and his background. He emphasized the importance of getting this development right. He shared that the 5 or 6 lot plans are the wisest uses for the land.

Mayor Feldman asked Mr. Vickaryous which plan he and the development team were leaning towards. Mr. Vickaryous said either a 5 or 6 lot plan and explained that they would create similar lots, but bigger than the adjacent properties. Mayor Feldman asked how big the lots were for these plans. Mr. Vickaryous said that the smallest lot would be 3.02 acres and the largest is 4.57 acres on the 6 lot plan and smallest lot would be 3 acres and the largest is 5 acres on the 5 lot plan.

Mayor Feldman reiterated that this is just a concept hearing, nothing is being voting on. Baumgardner stated that this was not shared as a public hearing for the Planning Commission meeting or for tonight's meeting as this is just a concept plan.

Mayor Feldman stated that he favors the 4 lot plan as he is not for shared driveways.

Udvig stated that the new 5 lot plan looks okay and said she does not like the idea of shared driveways. She said that 8 lots seems like a lot for this area. She shared her preference of the 5 lot plan.

Mayor Feldman asked for clarification that the 5 lot plan would have separate driveways. Mr. Vickaryous said it would be up to the County. He shared that he does not like shared driveways but some people do. He added that every new driveway access provides potential for an accident.

Mayor Feldman asked if there is 300 feet of frontage road for each driveway in the 5 lot plan. Mr. Vickaryous said that there is 300 feet of right of way. Mayor Feldman mentioned that with a longer driveway people can turn around in their driveways and face outwards to leave their driveway rather than backing out. He reiterated his dislike for shared driveways, especially for plowing.

Bauer stated that he would like to see 5 acre lots since this is in the more rural area. He mentioned school safety and having so many driveways on the road curve. He suggested adding a sidewalk in this area to give children a safe place to be when they are waiting for their school bus. He stated he may be able to get on board with the 5 lot plan if at least three of the lots were 5 acres. He added he was leaning towards the 4 lot plan.

Mayor Feldman asked if there is more demand for 2.5 acre lots or larger 5 acre lots. Mr. Vickaryous stated that all lots are in demand right now and there is a demand for more lots, meaning smaller lots.

Mayor Feldman asked what size lot will fit better for the future. Richmond explained that when looking at future development they want lots that are 10 acres or more. She said when looking at ghost platting they want to see how urban sized lots can fit on this property. Mayor Feldman asked if this was divided into 10 acre lots and ghosting platting in the future, this could be divided into urban lots. Richmond explained that if MUSA comes to this area, this land is no longer rural residential or agricultural, it will have an urban land use expectation with smaller lot sizes.

Mayor Feldman asked Mr. Vickaryous about ghost platting. Mr. Vickaryous stated that the 2, 5, and 6 lot plans all show ghost platting incorporated. He said if this were split into 10 acre lots there would be two large homes and this minimizes the future potential of the area. Richmond noted that Staff just started the conversation for ghost platting.

Muehlbauer shared Bauer's same concerns and added that the County will come in and make things happen since this is on a curve in the road. He said the 4 or 5 lot plans look the best and that 8 lots is way too many for the area. He added that ghost platting does not seem realistic.

Mayor Feldman asked if there is a frontage road in the plan. Mr. Vickaryous stated that someone from the County commented that they would consider a frontage or access road. He explained that 5 or 6 lots are not unsafe. Richmond added that the County did not do a complete review of the plans as they were just concept plans, but they did comment on this.

Robinson stated that he was at the Planning Commission meeting and shared he was leaning more towards the 4 lot plan. He said it is not about the money that the City will get from these lots, it is about what fits and looks the best for the City. He agreed that there should not be shared driveways.

Tim Brown, 5268 Ambassador Boulevard, came forward and shared that he is in favor of the 2 lot plan as this is close to his property and he wants the wetland that is behind this area to be protected. He added that he could be okay with the 4 lot plan. He wants to ensure that this area is well kept and looks nice. He said he is not in favor of ghost platting.

Nick Wasche, 23500 Bridgestone Road Northwest, came forward and shared that he moved to St. Francis when he was 8 years old and his wife is a third generation St. Francis resident. He explained that he and his wife purchased a farm that has been in his wife's family for over 100 years. He added that in 2000 his property was rezoned against his will and with the rezoning his buildings on the property no

longer conformed to the City standards. He is concerned that his property is being used to develop further properties. He asked who the developer was referring to when he used the term 'we.' He mentioned that the developer is not a resident of this City. He added that density plays a huge role in crime. He reiterated the concern of the wetland area behind this area. He suggested letting this property be used for what it is designated for.

Mayor Feldman stated that most developers do not live in the cities that they develop in. He explained that growth is a double edged sword. He said that the job of the Council is to look at the City at large in terms of growth. He stated that the Council has heard discussion on other areas that have been rezoned and they had to look at it from the big picture and not just from the perspective of the one area. Mr. Wasche mentioned that he has attended meetings for these other rezonings that were not in his area, but other areas of the City.

Mayor Feldman stated that growth is going to happen in the City. He shared he is leaning towards 4 lots all with individual driveways. He reiterated that this is a concept plan and they are just providing input to the developer.

Evelyn Rosenow, 23335 Bridgestone Road Northwest, came forward and shared that he is in favor of the 2 lot plan due to the wetland. She stated that she has lived in this area for over 30 years and the creek does flood. She shared she did not know what was buildable in this area. She said she would hate to see something happen with this creek. Mayor Feldman said that would be taken into consideration when the development gets to that point. Richmond explained that when it comes forward for a preliminary plat application the developer would have to do a wetland delineation and submit a wetland management plan.

Tim Devaney, 23328 Bridgestone Road Northwest, came forward and shared his preference of the 2 lot plan. He stated that when he bought his house they were not able to go further north with their driveway as the County did not allow them to get close to the curve. He said that cars come flying around this corner and he does not see how they could have four driveways in this area. He stated that the County required them to bring their driveway further south. He said that half of this area is wetlands. He sees the biggest issue being the driveways.

Mayor Feldman stated that the County will have input that the Council will need to hear when it gets to that point.

Mr. Vickaryous said that he wishes he could make a plan that would appease everyone. He said he still feels that 5 or 6 lot plans would be the wisest use of the land, for now and for the future.

Robinson asked if there has been any preliminary testing. Mr. Vickaryous explained that they have done testing and more would need to be done when this moves forward.

Mayor Feldman asked Council which concept plan they are leaning towards to give the developer an idea of what they will be bringing to the County.

Udvig said her preference is the 4 lot plan, but she could get on board with the 5 lot plan.

Bauer said he also preferred the 4 lot plan as he would like these to be 5 acre lots. He suggested drawing up a concept of having the driveways be individual, but close together for safety. He said he would not like to see 5 lots, unless at least three are 5 acre lots.

Robinson said he also is leaning towards the 4 lot plan as he is worried about how this would fit in with the surrounding area.

Muehlbauer said he would also lean towards the 4 lot plan but he is not opposed to the 5 lot plan. He added that there is an issue in the City with not having any of these mid-range lots. He appreciated that the residents came forward to share their opinions early in the process. He added that he is interested to see where this goes.

Mayor Feldman said he is also leaning towards the 4 lot plan but could be okay with the 5 lot plan depending on the opinions of the County. He told Mr. Vickaryous the consensus of the Council for the 4 lot plan. He added that this will come back to the Council as this moves along. He encouraged anyone with questions to call Staff or Council.

Dan Emery, 5935 236th, Dan came forward and stated that he rides his bike in this area and likes the idea of only 2 lots because of safety. He said that he has experienced the danger of the lack of visibility while on his bike. He added that the County will have more to say about this.

Mr. Brown thanked the Council for listening to their concerns. Mayor Feldman thanked the residents for their input as it helps them in a huge way.

Muehlbauer added that residents can call Councilmembers with any concerns or questions. He said that calling Staff will get a faster and more direct result.

Thunstrom stated that when there is an application that is open on the floor, all conversation regarding the application is to be in a public setting, so emails and phone calls are not recommended. Mayor Feldman advised calling Staff with concerns.

C. Comprehensive Plan Amendment, Rezoning - First Reading  
Resolution 2023-11 - Approving a comprehensive plan amendment at

23040 Pederson Drive NW and authorizing submission of the  
amendment to the Metropolitan Council for review  
Ordinance 310 - Rezoning approximately 1.2 acres of land at 23040  
Pederson Drive NW from R-3 to B-2

Richmond reviewed the Staff report and the request for a comprehensive plan amendment and rezoning in association with the Patriot's Parkway project. She shared Planning Commission's recommendation of approval.

Mayor Feldman asked for clarification on the rezoning areas. He asked if this will work well with County Market area. Richmond explained that the intersection to the west of Pederson is an access point for County Market, so any development to the south would line up with this intersection. Mayor Feldman said this is important.

Mayor Feldman shared that he likes the look of this and thanked Staff and HKGi for their work on this.

Baumgardner gave an update on the project. She stated that they are moving forward with the comp plan amendment request because of the alignment with the County Market entrance. She shared that they put together a cost estimate with the engineering team and it came out to be double the cost that they had originally expected and budgeted for. She said they are still in the works of talking with the interested developers to see how this can be reworked to best meet everyone's needs and budgets. Mayor Feldman noted that he read that the developers are still on board with moving forward, which is promising.

Mayor Feldman shared his support for this project.

Udvig agreed and thanked Staff for their time and effort put into this project.

Bauer agreed with Mayor Feldman and Udvig. He shared a concern that the west area will be high density. He asked about the pond area on the concept map. Richmond stated that the concept map shown is from November 2022 and things have changed since then. She said that they are looking to relocate the stormwater pond.

Muehlbauer said that this looks good.

Robinson shared that he likes this project. He said that he was concerned with the intersection at County Market, but his concern had been addressed. Baumgardner explained that the intersection to the west is proposed to be a full intersection and there will likely need to be some roadway changes.

MOTION BY: ROBINSON SECOND: MUEHLBAUER ADOPTING COMPREHENSIVE PLAN AMENDMENT, REZONING - FIRST READING RESOLUTION 2023-11 - APPROVING A COMPREHENSIVE PLAN AMENDMENT AT 23040 PEDERSON DRIVE NW AND AUTHORIZING SUBMISSION OF THE AMENDMENT TO THE METROPOLITAN COUNCIL FOR REVIEW

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

Nays: None

Motion carries: 5-0

MOTION BY: UDVIG SECOND: BAUER ADOPTING ORDINANCE 310 - REZONING APPROXIMATELY 1.2 ACRES OF LAND AT 23040 PEDERSON DRIVE NW FROM R-3 TO B-2

A roll call vote was performed:

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

Motion carried 5-0

#### **10. MEETING OPEN TO THE PUBLIC – NONE**

#### **11. REPORTS**

##### **A. Fire Dept. Monthly Report**

Fire Chief Schmidt reviewed the January report. He highlighted that response decreased by 1 minute and 9 second decrease from 2022 to 2023 with an average time of 8 minutes and 50 seconds on average. He noted that run volumes increased this month for a total of 77 calls for service, which is a 15% increase over last year. He noted that staffing and fire and EMS distribution both remain stable. He said it was a busy month regarding variance uses, but there were no COVID runs. He added that January was a very busy month for fire inspections with 9 initial inspections and 4 re-inspections.

Mayor Feldman said it was a good report. He said that he was happy with the numbers of inspections and the lack of COVID related calls. He said that response times will be affected as the City Hall Fire Station comes into play.

Robinson asked about the calls for the glucometer and if these were repeat callers. He asked how many firefighters respond to one of these calls. Schmidt explained that it depends on the incident type and what is being seen on site. He said these

calls require an assessment to see what route needs to be taken for the patient. He noted that there are repeat callers for this. He added that these are also used on stroke patients and someone in an altered mental status. Robinson thanked Schmidt for his and his staff's work.

Muehlbauer said it was a great report and thanked Schmidt.

Bauer stated it was a good report. He thanked Schmidt for his information concerning the glucometer use. He asked about the ambulance calls over 20 minutes, which was 8 in 2022 and was on 1 in 2023, and if this was as a result of a rise in employment. Schmidt said that there was not a significant increase in employment. He said they are experiencing increasing call volumes. He explained that the response time varies based on where the ambulance is at the call time.

Robinson asked if there are any recurring issues on the ambulance that had previously had issues. Schmidt explained that they have not had any issues as the wiring on the siren control has been fixed. He added that the manufacturer found and corrected the issue. Robinson asked if there has been any interest in the old vehicle that they were disposing of. Schmidt stated that it is listed with the vendor that they purchased the new fire engine from. Robinson asked if there have been any issues with the new unit. Schmidt explained that there was an issue that arose but it has been dealt with under warranty and will be resolved soon. Mayor Feldman said that having this warrant is important.

Udvig said it was a great report and that she likes to see the response times. She said she was happy with the number of firefighters that are responding to each call. She asked Schmidt to thank his staff.

B. Community Development Annual Report 2022

Baumgardner reviewed her 2022 Community Development report. She noted that it was a good year for Community Development. She noted that she took over as Director in July of 2022 and many other Staff stepped up to help out and take on new roles and responsibility. She highlighted economic development projects at Patriot Parkway and Bridge Street. She noted that they are working on solving the broadband issue in the City and have put in a grant proposal request for a fixed wireless system. She mentioned that the Planning Commission met 8 times in 2022 and accepted two new members. She added that the Council approved eight land use applications. She stated that the revenue for building permits was down approximately 20% in 2022 to approximately \$444,000. She added that 88 notices for code enforcement were sent out, but only 10 turned into citations. She highlighted that they started their transition to BS&A and Staff is excited about implementing this new software. She discussed the rental and vacant programs. She stated that Staff prepared for a farmer's market to be kicked off in the summer of 2023.

Mayor Feldman shared his excitement for the farmer's market as it is a wonderful thing for a small community like St. Francis. He discussed the graph concerning single family home permits and said it is unfortunate that past Council's did not take advantage of the growth spurt in planning for the future. He complimented Staff on their resiliency on working together when they were short-handed. He noted that most code enforcement issues are resolved with the notices. He said that before 2017 they were getting fines off the charts. He said that people do not know the City codes and once they receive a notice, they are likely to comply. He said that this compliance makes the Council's job easier. He thanked Staff and Community Development Specialist Jodie Steffes for their work on code enforcement. He emphasized that the City does not create revenue by citing and fining people, it is created by growth.

Udvig said it was a great report and shared her appreciation for everyone on the Community Development Staff. She said that Baumgardner has stepped in and stepped up very well and she has received great feedback from residents.

Muehlbauer said it was a great report and looked forward to seeing Baumgardner grow in the future.

Bauer shared that it was a great report and said that he would like to continue to see the Staff keeping developers and residents engaged in moving forward in tough economic times. He shared his appreciation for everything that Staff is doing.

Robinson said it was a great report. He mentioned that he was intrigued to read about the transition meetings with the superintendent. He encouraged Baumgardner to continue networking with developers. He said she has done a great job. He asked if there were any follow ups on the activities at the Rum River Inn. Baumgardner said she has not heard what happened with this yet. He asked if there is any real promise with Eagle Point. Baumgardner stated that they did reemerge within the last month and they finished meeting their conditions with their site plan approvals. She said that they submitted a building permit for the building this past week.

## **12. COUNCIL MEMBER REPORTS**

Udvig shared that the school district's Foundation 15 annual scholarship dinner will be April 28th which will be a dinner and comedy show. She encouraged residents to support this event as it helps with scholarships for the students.



Muehlbauer encouraged residents to attend the Winning with Cops event.

Bauer stated that he will not be at the next meeting as he will be traveling.

Robinson reiterated that the Winning with Cops will be on March 21st. He said that there was social media buzz on the Police Citizens Academy class and encouraged residents to attend.

Mayor Feldman stated that Mama's Taco Truck will be at the liquor store in March, April, and May from 11:30 a.m. - 7 p.m.. He noted that on Poppy Street there are taps for CenturyLink, MidCo and Connexus and the boxes are all covered with snow. He noted that Poppy Street was very well done. He said that there is no place to put the snow when plowing. He thanked Public Works for the way they have handled this long winter. He thanked the Fire and Police Departments for getting out in this weather. He said that he put a link for the Police Annual Report and the Public Works Annual Report on the St. Francis page so that residents can see what these department's do beyond their regular, everyday duties. He said that 143 residents have reached out in regard to the reports. He said he was amazed by the annual reports. He thanked the public for coming out to bring their concerns in regard to the Serenity at Seelye Brook project. He complimented all of Staff on their resiliency and working together on whatever it takes to get the job done. He said he is proud to be the Mayor of a City with such an amazing Staff.

### **13. ATTORNEY'S REPORT**

Move into closed meeting pursuant to Minn. Stat. 13D.03, Subd. 1(b), for the purposes of considering strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

**MOTION BY: MUEHLBAUER SECOND: UDVIG TO MOVE TO CLOSED SESSION**

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

Nays: None

Motion carries: 5-0

Meeting moved to closed session at 8:10 p.m.

Meeting reconvened at 8:48 p.m.

**MOTION BY: MUEHLBAUER SECOND: BAUER TO ACCEPT UNION CONTRACT FOR PUBLIC WORKS**

A roll call vote was performed:

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

Motion carried 5-0

#### **14. UPCOMING EVENTS**

March 15 - Planning Commission Meeting - 7:00 pm

March 20 - City Council Meeting - 6:00 pm

March 27 - City Council Work Session - 6:00 pm @ Police Public Works Building

April 3 - City Council Meeting - 6:00 pm

April 29 - Recycling Event - 8:00 am - 2:00 pm

April 29 - Drug Take Back - 10:00 am - 2:00 pm

April 30 - Fire Dept. Hands on Safety Event - 10:00 - 2:00 pm

#### **15. ADJOURNMENT**

There being no further business, Mayor Feldman adjourned the regular City Council at 8:49 p.m.

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Jennifer Wida, City Clerk

## MEMORANDUM

**TO:** Honorable Mayor and City Councilmembers  
Kate Thunstrom, City Administrator  
Jenni Wida, City Clerk

**FROM:** David Schaps, Assistant City Attorney

**RE:** Joint Powers Agreement and CJDN (Criminal Justice Data Network) Subscriber Agreement with the State of MN, the MN Bureau of Criminal Apprehension (BCA), and the Dept. of Public Safety allowing City Prosecutor access to BCA repositories and CJDN data.

**DATED:** March 15, 2023

### Background

Several years ago a joint initiative was developed between the Bureau of Criminal Apprehension (BCA), State Court Administration, and local prosecuting attorneys to establish a system of electronic charging (e-charging) for criminal offenses. The e-charging process allows cases to be submitted electronically by police departments to the prosecuting agency (BGS offices) for review and consideration of charges. Upon charging, the case is then directed electronically back to the police department for approval and then submitted to the court for entry.

The Bureau of Criminal Apprehension (BCA) provides the computer network to facilitate this process. Access to this network is granted through the execution of a Joint Powers Agreement. Statutorily there is presently a Joint Powers Agreement that is in place between the City on behalf of the city attorney and the police department which is now expiring and needs to be reauthorized, as Minnesota Statutes restrict the duration of Joint Powers Agreements to 5 year terms and therefore a new, signed, Joint Powers Agreement is required on a 5 year cycle.

### EXPERIENCE | TRUST | RESULTS

Charles M. Seykora  
Beverly K. Dodge  
James D. Hoeft  
\* Joan M. Quade  
\* John T. Buchman  
Scott M. Lepak  
William F. Huefner

Bradley A. Kletscher  
Timothy D. Erb  
Karen K. Kurth  
Adriel B. Villarreal  
Tammy J. Schemmel  
Carole Clark Isakson  
Joseph J. Deuhs, Jr.

Jennifer C. Moreau  
Herm L. Talle  
David R. Schaps  
Thomas R. Wentzell  
Lindsay K. Fischbach  
Nicole R. Wiebold  
Tyler W. Eubank

Bobbi Hermanson-Albers  
Eric C. Ordahl  
Stephany J. Elmer  
Georgia S. Kellogg

\* Also Licensed  
in Wisconsin

Of Counsel  
Jeffrey S. Johnson  
Michael F. Hurley  
Elizabeth A. Schading  
James H. Wills

**Financial Impact**

There is no additional budget impact, as this action merely updates agreements that the City and BCA operate to share information as housekeeping item.

**Staff Recommendation**

The City Attorney' Office recommends the Council approve signing the Joint Powers Agreement with the State of MN, the MN Bureau of Criminal Apprehension (BCA), and the Dept. of Public Safety, the Court Amendment Agreement, and approve the resolution.

**Council Action Requested**

Waive reading and adopt Resolution 2023-\_\_\_ authorizing the execution the Joint Powers Agreement with the State of MN, the MN Bureau of Criminal Apprehension (BCA), and the Dept. of Public Safety, and the Court Amendment Agreement.

**Supporting Documentation**

Resolution 2023-12

State of Minnesota Joint Powers Agreement

Court Amendment Agreement

2585887\_1

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

RESOLUTION NO. 2023-12

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS  
AGREEMENTS WITH THE CITY OF ST. FRANCIS ON BEHALF OF ITS CITY  
ATTORNEY AND POLICE DEPARTMENT

**WHEREAS**, the City of St. Francis on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of St. Francis, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of St. Francis on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief Todd Schweiger, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That the City Attorney Scott Lepak or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
4. That Steven D. Feldman the Mayor for the City of St. Francis, and Jennifer Wida , the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 20<sup>th</sup> day of March, 2023.

CITY OF ST. FRANCIS

\_\_\_\_\_  
By: Steven D. Feldman  
Its Mayor

ATTEST:\_\_\_\_\_  
By: Jennifer Wida  
Its City Clerk



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of St. Francis on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 Methods of Access.**  
The BCA offers three (3) methods of access to its systems and tools. The methods of access are:
  - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
  - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
  - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### 3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### 4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue



Saint Paul, MN 55106  
Telephone: 651.793.1007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Scott Lepak, City Attorney  
Address: 200 Coon Rapids Blvd NW, #400  
Coon Rapids, MN 55433-8024  
Telephone: 763.780.5129  
Email Address: [slepak@bgs.com](mailto:slepak@bgs.com)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### 9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## 10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11 Termination

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## 12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: Jenni Wida

Signed: \_\_\_\_\_

Title: City Clerk  
(with delegated authority)

Date: \_\_\_\_\_

Name: Steven. D. Feldman.

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

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

Date: \_\_\_\_\_

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO  
CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of St. Francis on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 217423, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1.

**TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
2.

**Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.
- a.

**“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an

Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

**b. “Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

**c. “Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

**d. “DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

**e. “Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

**f. “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to*

*Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

- g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.
- h. “**Subscriber**” shall mean the Agency.
- i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

- a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.
- b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.
- c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.



**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made

available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court’s licensors, and DCA will be irreparably harmed if Subscriber’s obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court’s licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court’s licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court’s licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court’s licensors, and DCA for reasonable attorneys fees incurred by the Court, Court’s licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber’s Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber

Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT’S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT’S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court’s licensors, or DCA. Neither Subscriber nor the Court, Court’s licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Jenni Wida

Signed: \_\_\_\_\_

Title: City Clerk  
\_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

(with delegated authority)

Date: \_\_\_\_\_

Name: Steven D. Feldman

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

Date: \_\_\_\_\_

**4. COURTS**  
Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_



## CITY COUNCIL AGENDA REPORT

---

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Paul Carpenter, Public Works Director  
**SUBJECT:** Zero Turn Replacement  
**DATE:** March 20, 2023

---

### **OVERVIEW:**

One of our mowers in the fleet is currently 10 years old, which is double the useful life when it comes to commercial mowing. This mower is starting to show more repairs than normal due to its age. These mowers are a vital part of the park maintenance and minimal down time is crucial because they go out every day in the summer. These machines mow roughly 55 acres a week which is equivalent to 38 football fields.

### **ACTION TO BE CONSIDERED:**

Authorize the purchase of the Hustler Super Z from Elite Lift Truck per MN State Bid for (\$11,359.11).

### **BUDGET IMPLICATION:**

Funds are available for this purchase in the Capital Equipment Replacement Fund.

#### Attachments:

- Quote from Elite Lift Truck



7575 Highway 10 NW  
Ramsey, MN 55303

Agenda Item # 4C.

# Estimate

Date	Estimate No.
3/9/2023	28298

Name/Address
City of St. Francis Jeremy Shook 23340 Cree St. NW St. Francis, MN 55070 763-233-5200

Rep	FOB
DSR	Ramsey, MN

Item	Description	Qty	Rate	Location	Total
941310	Super Z Hyperdrive 60", Kawasaki FX1000 37 HP	1	16,437.00		16,437.00
Discount	Government Bid Assist Discount	1	-4,437.99		-4,437.99
937896	Dump From Seat Grass Catcher	1	3,599.00		3,599.00
Freight - IN	In Bound Freight	1	100.00		100.00
Discount	Government Bid Assist Discount	1	-359.90		-359.90
123779	Adapter Kit	1	629.00		629.00
Installation	Catcher installation	4	98.00		392.00
Trade	2014 Hustler Super Z HD 60" with grass catcher 1660 hours	1	-5,000.00		-5,000.00
	****TRADE IN VALUE IS ONLY BASED ON PICTURES AT THIS TIME. GIVEN VALUE IS BASED ON A MACHINE THAT IS IN GOOD RESALABLE CONDITION NEEDING VERY FEW REPAIRS/SERVICES**** A full inspection would need to be done at Elite Lift Truck before the trade was completed and the shown value was given for the above noted equipment.				

<b>Phone #</b>
763-421-9081
info@elitelift.com
www.elitelift.com

<b>Total</b>	\$11,359.11
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<b>Signature</b> _____ Please sign and date above if you approve this proposal. Customer cancellations may be subject to restocking charges, as well as, inbound and outbound freight charges.
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CITY COUNCIL  
AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Rental License Approvals  
**DATE:** March 20, 2023

**OVERVIEW:**

The City created rental codes in 2014 to work with property owners on registration and expectations. In 2019, codes were updated to address a number of issues that Community Development and the Police Department faced when working with rental properties.

As part of the update, Code was changed to create a process in which Council approves, suspends or revokes Rental Licenses.

The tentative timeline of the City rental program will be as follows:

- November, letter to applicable rental properties
- January 15<sup>th</sup>, rental applications due
- Completed applicants move to Council
- February 1<sup>st</sup> – second letter with late fee to missing applications
- March 16<sup>th</sup> – third letter with late fees to missing applications
- First week of May – first Citation notice to be sent on missing applications

As rental property applications are received, inspections are conducted on select properties. Once the required inspection is complete, they are presented to Council for approval.

The Council approved the first round of rental licenses on Feb 6, 2023 and the second round on March 6, 2023. Since, attached property units with addresses ending in the odd numbers have been inspected and are ready for Council approval. The properties to being considered have been shown to meet all of the requirements in City Code Chapter 4, Section 6.

**ACTION TO BE CONSIDERED:**

Approval of Rental Licenses for properties:

RENTAL ADDRESS	OWNER/MANAGEMENT AGENT
2591 230 <sup>TH</sup> CT NW	BERRY, ANDREW
2587 230 <sup>TH</sup> CT NW	BERRY, ANDREW



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
Natalie Santillo, Accounting Tech/Deputy Clerk  
**SUBJECT:** Payment of Claims  
**DATE:** March 20, 2023

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### **OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$313,589.84 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-\$331,177.87

Credit Card Payment-\$11,350.21

Manual Checks-N/A

### **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:

- 03-20-2023 Packet List-\$313,589.84
- 03-20-2023 ACH Payments-\$331,177.87
- 03-20-2023 Credit Card-\$11,350.21

# CITY OF ST FRANCIS

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## \*Claim Register©

AP 03-20-2023

March 2023

### Claim Type

Claim#	17727	AIRGAS NORTH CENTRAL				
Cash Payment	E 101-43100-217	Other Operating Supplies	CYLINDER RENTAL			\$13.92
Invoice	9995157217					
Cash Payment	E 101-43210-217	Other Operating Supplies	CYLINDER RENTAL			\$13.92
Invoice	9995157217					
Cash Payment	E 101-45200-217	Other Operating Supplies	CYLINDER RENTAL			\$13.92
Invoice	9995157217					
Cash Payment	E 601-49440-217	Other Operating Supplies	CYLINDER RENTAL			\$13.92
Invoice	9995157217					
Cash Payment	E 602-49490-217	Other Operating Supplies	CYLINDER RENTAL			\$13.90
Invoice	9995157217					
Transaction Date	3/15/2023	Due 3/15/2023	CASH	10100	<b>Total</b>	\$69.58

### Claim Type

Claim#	17770	ALLINA HEALTH				
Cash Payment	E 101-42110-305	Medical Fees	NEW HIRE HEALTH SCREENINGS			\$967.80
Invoice	324681000					
Cash Payment	E 101-42210-305	Medical Fees	NEW HIRE HEALTH SCREENINGS			\$463.15
Invoice	324681000					
Transaction Date	3/16/2023		CASH	10100	<b>Total</b>	\$1,430.95

### Claim Type

Claim#	17769	ANOKA COUNTY PROPERTY REC				
Cash Payment	E 101-41400-441	Miscellaneous	RECORDING FEE: IUP-5620 AMBASSADOR BLVD			\$46.00
Invoice	.03162023-2					
Cash Payment	E 101-41400-441	Miscellaneous	RECORDING FEE: RIVERS EDGE 7TH			\$46.00
Invoice	.03162023-1					
Cash Payment	E 101-41400-441	Miscellaneous	RECORDING FEE: THE BLUFFS OF RUM RIVER			\$46.00
Invoice	.03162023					
Transaction Date	3/16/2023		CASH	10100	<b>Total</b>	\$138.00

### Claim Type

Claim#	17678	ANOKA COUNTY TREASURY DEPT				
Cash Payment	E 101-42110-237	Small Equipment	MICROPHONES			\$191.52
Invoice	AR020761					
Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	\$191.52

### Claim Type

Claim#	17679	ANOKA COUNTY				
Cash Payment	E 101-42110-200	Office Supplies	GIS DEPARTMENT			\$15.00
Invoice	5984					
Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	\$15.00

### Claim Type

Claim#	17677	AQUAFIX, INC				
Cash Payment	E 602-49490-216	Chemicals	CHEMICALS			\$2,234.95
Invoice	IN006103					
Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	\$2,234.95

### Claim Type

Claim#	17725	ASPEN MILLS				
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS - ADMIN SHIRTS			\$29.70
Invoice	310360					

## CITY OF ST FRANCIS

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## \*Claim Register©

AP 03-20-2023

March 2023

Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	<b>\$29.70</b>
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**Claim Type**Claim# 17676 *BARNUM COMPANIES, INC*

Cash Payment E 101-42110-401 Buildings Maintenance BUILDING MAINTENANCE \$76.66  
 Invoice 36103

Cash Payment E 101-45200-401 Buildings Maintenance BUILDING MAINTENANCE \$76.67  
 Invoice 36103

Cash Payment E 101-43100-401 Buildings Maintenance BUILDING MAINTENANCE \$76.67  
 Invoice 36103

Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$230.00</b>
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**Claim Type**Claim# 17722 *BELLBOY CORPORATION*

Cash Payment E 609-49751-206 Freight FREIGHT \$7.75  
 Invoice 0106507000

Cash Payment E 609-49751-206 Freight FREIGHT \$49.50  
 Invoice 0098648600

Cash Payment E 609-49751-251 Liquor LIQUOR \$1,973.41  
 Invoice 0098648600

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$374.50  
 Invoice 0106507000

Cash Payment E 609-49751-253 Wine WINE \$440.00  
 Invoice 0098648600

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$67.95  
 Invoice 0098648600

Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	<b>\$2,913.11</b>
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**Claim Type**Claim# 17721 *BERNICK COMPANIES, THE*

Cash Payment E 609-49751-252 Beer BEER \$522.90  
 Invoice 10053678

Cash Payment E 609-49751-252 Beer BEER \$379.40  
 Invoice 10051234

Cash Payment E 609-49751-255 N/A Products NON ALCOHOLIC PRODUCTS \$73.80  
 Invoice 10053678

Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	<b>\$976.10</b>
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**Claim Type**Claim# 17773 *BGS (BARNA GUZY)*

Cash Payment E 101-41600-312 Criminal Legal Fees PROSECUTION/RETAINER FILE \$5,150.00  
 Invoice 260006

Cash Payment E 101-41600-304 Civil Legal Fees TRANSFER OF TITLE \$435.00  
 Invoice 260287

Cash Payment E 101-41600-304 Civil Legal Fees MISCELLANEOUS/NON RETAINER \$58.00  
 Invoice 259934

Cash Payment E 101-41600-304 Civil Legal Fees COMMUNITY DEVELOPMENT \$1,218.00  
 Invoice 259933

Cash Payment E 101-41600-304 Civil Legal Fees GENERAL LABOR \$3,206.00  
 Invoice 259932

Cash Payment E 101-41600-304 Civil Legal Fees BRIDGE STREET PURCHASE \$652.50  
 Invoice 260032

Cash Payment E 101-41600-304 Civil Legal Fees MUNICIPAL \$1,957.00  
 Invoice 259931

## CITY OF ST FRANCIS

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## \*Claim Register©

AP 03-20-2023

March 2023

Cash Payment E 101-41600-304 Civil Legal Fees GENE RECHTZIGEL BOUNDARY DISPUTE \$174.00  
Invoice 259959

Transaction Date 3/16/2023 CASH 10100 Total \$12,850.50

## Claim Type

Claim# 17748 BREAKTHRU BEVERAGE

Cash Payment E 609-49751-206 Freight FREIGHT \$29.36  
Invoice 348135900

Cash Payment E 609-49751-206 Freight FREIGHT \$39.88  
Invoice 348038081

Cash Payment E 609-49751-206 Freight FREIGHT -\$2.90  
Invoice 410687239

Cash Payment E 609-49751-251 Liquor LIQUOR \$1,911.77  
Invoice 348135900

Cash Payment E 609-49751-251 Liquor LIQUOR -\$121.50  
Invoice 410687239

Cash Payment E 609-49751-251 Liquor LIQUOR \$3,077.14  
Invoice 348038081

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC -\$18.06  
Invoice 410687239

Cash Payment E 609-49751-253 Wine WINE \$120.00  
Invoice 348038081

Cash Payment E 609-49751-253 Wine WINE \$240.00  
Invoice 348135900

Cash Payment E 609-49751-254 Miscellaneous Merchandis MISC \$111.60  
Invoice 348135900

Transaction Date 3/15/2023 Due 3/15/2023 CASH 10100 Total \$5,387.29

## Claim Type

Claim# 17746 BRUNTON ARCHITECTS & ENGINE

Cash Payment E 404-41400-589 City Hall/Fire Station PROGRESS BILLING- PARTIAL COMPLETION OF DESIGN DEVELOPMENT \$86,400.00  
Invoice 22279

Transaction Date 3/15/2023 CASH 10100 Total \$86,400.00

## Claim Type

Claim# 17687 C. EMERY NELSON, INC

Cash Payment E 602-49490-229 Project Maintenance PROJECT MAINTENANCE \$1,765.56  
Invoice 40101

Transaction Date 3/9/2023 Due 3/9/2023 CASH 10100 Total \$1,765.56

## Claim Type

Claim# 17686 COMPASS MINERALS AMERICA, I

Cash Payment G 101-14100 Inventory of Material/Supply BULK SALT \$7,347.88  
Invoice 1140829

Transaction Date 3/9/2023 CASH 10100 Total \$7,347.88

## Claim Type

Claim# 17745 DAHLHEIMER DIST. CO. INC.

Cash Payment E 609-49751-252 Beer BEER \$7,707.37  
Invoice 1856563

Cash Payment E 609-49751-252 Beer BEER -\$152.61  
Invoice 1856755

Cash Payment E 609-49751-252 Beer BEER \$12,982.79  
Invoice 1851268

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Cash Payment	E 609-49751-255	N/A Products	NON ALCOHOLIC PRODUCTS		\$43.00
	Invoice 1856563				
Cash Payment	E 609-49751-255	N/A Products	NON ALCOHOLIC PRODUCT		\$92.20
	Invoice 1851268				
Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	\$20,672.75

**Claim Type**

Claim#	17684	DEHN OIL			
Cash Payment	E 101-43100-212	Motor Fuels	FUEL		\$773.87
	Invoice 97633				
Cash Payment	E 101-45200-212	Motor Fuels	FUEL		\$773.87
	Invoice 97633				
Cash Payment	E 601-49440-212	Motor Fuels	FUEL		\$773.87
	Invoice 97633				
Cash Payment	E 602-49490-212	Motor Fuels	FUEL		\$773.87
	Invoice 97633				
Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	\$3,095.48

**Claim Type**

Claim#	17680	ECM PUBLISHERS, INC.			
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION NO 2023-10		\$102.12
	Invoice 934921				
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION NO 2023-09		\$102.12
	Invoice 934920				
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION NO 2023-08		\$107.50
	Invoice 934919				
Cash Payment	E 101-41400-351	Legal Notices Publishing	RESOLUTION NO 2023-07		\$102.12
	Invoice 934918				
Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	\$413.86

**Claim Type**

Claim#	17743	GRANITE CITY JOBBING CO.			
Cash Payment	E 609-49750-210	Operating Supplies	OPERATING SUPPLIES		\$133.12
	Invoice 323425				
Cash Payment	E 609-49751-206	Freight	FREIGHT		\$10.00
	Invoice 323425				
Cash Payment	E 609-49751-254	Miscellaneous Merchandis	MISC		\$109.24
	Invoice 323425				
Cash Payment	E 609-49751-256	Tobacco Products	TOBACCO		\$4,446.03
	Invoice 323425				
Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	\$4,698.39

**Claim Type**

Claim#	17786	HACH COMPANY			
Cash Payment	E 601-49440-235	Lab Supplies	LAB SUPPLIES		\$245.67
	Invoice 13455726				
Cash Payment	E 601-49440-235	Lab Supplies	LAB SUPPLIES		\$67.61
	Invoice 13451848				
Transaction Date	3/16/2023	CASH	10100	<b>Total</b>	\$313.28

**Claim Type**

Claim#	17782	HAWKINS, INC.			
Cash Payment	E 601-49440-216	Chemicals	CHEMICALS		\$10.00
	Invoice 6423230				

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Cash Payment	E 601-49440-216	Chemicals	CHEMICALS			\$3,496.50
	Invoice 6421450					
Cash Payment	E 601-49440-216	Chemicals	CHEMICALS			\$20.00
	Invoice 6422776					
Cash Payment	E 602-49490-216	Chemicals	CHEMICALS			\$3,496.50
	Invoice 6421450					
Transaction Date	3/16/2023	Due 3/16/2023	CASH	10100	<b>Total</b>	\$7,023.00

## Claim Type

Claim# 17692 *HERC-U-LIFT*

Cash Payment	E 101-43210-218	Equipment Maintenance	EQUIPMENT MAINTENANCE			\$66.36
	Invoice W582443					
Cash Payment	E 601-49440-228	Equipment Maintenance	EQUIPMENT MAINTENANCE			\$74.31
	Invoice W582442					
Cash Payment	E 602-49490-228	Equipment Maintenance	EQUIPMENT MAINTENANCE			\$74.31
	Invoice W582442					

Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	\$214.98
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## Claim Type

Claim# 17781 *HOISINGTON KOEGLER GROUP, I*

Cash Payment	E 101-41910-311	Contract	GENERAL PLANNING			\$2,044.48
	Invoice 018-041-54					
Cash Payment	E 405-43100-809	Patriot Parkway	PATRIOT PARKWAY			\$749.48
	Invoice 018-041-54					
Cash Payment	G 803-22001	Turtle Ponds 6th-2022	TURTLE PONDS 6TH			\$180.00
	Invoice 018-041-54					
Cash Payment	G 803-22179	Vista Prairie-Site Plan	VISTA PRAIRIE			\$135.00
	Invoice 018-041-54					
Cash Payment	G 803-22198	St. Francis Dental Clinic	ST FRANCIS DENTAL ADDITION			\$131.25
	Invoice 018-041-54					
Cash Payment	G 803-22004	Serenity at Seelye Brook	SERENITY AT SEELYE BROOK			\$1,300.73
	Invoice 018-041-54					
Cash Payment	G 803-22150	Lilleboe IUP Home Ext. Auto	LILLEBOE IUP HOME EXTENDED			\$291.98
	Invoice 018-041-54					

Transaction Date	3/16/2023	Due 3/16/2023	CASH	10100	<b>Total</b>	\$4,832.92
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## Claim Type

Claim# 17691 *INNOVATIVE OFFICE SOLUTIONS,*

Cash Payment	E 101-41400-200	Office Supplies	OFFICE SUPPLIES			\$177.93
	Invoice IN4109712					
Cash Payment	E 101-43100-200	Office Supplies	OFFICE SUPPLIES			\$15.89
	Invoice IN4106700					
Cash Payment	E 101-45200-200	Office Supplies	OFFICE SUPPLIES			\$15.88
	Invoice IN4106700					

Transaction Date	3/9/2023		CASH	10100	<b>Total</b>	\$209.70
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## Claim Type

Claim# 17707 *ISD #15*

Cash Payment	E 101-43100-218	Equipment Maintenance	WESTERN STAR- MAINTENANCE			\$840.39
	Invoice 9811					

Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	\$840.39
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## Claim Type

Claim# 17690 *JOHNSON BROS WHLSE LIQUOR*

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Cash Payment	E 609-49751-206 Freight	FREIGHT			\$30.96
	Invoice 2249884				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$103.78
	Invoice 2254291				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$48.24
	Invoice 2254290				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$1.82
	Invoice 2249885				
Cash Payment	E 609-49751-253 Wine	WINE			\$4,732.65
	Invoice 2254291				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$1,326.16
	Invoice 2249884				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$3,464.66
	Invoice 2254290				
Cash Payment	E 609-49751-253 Wine	WINE			\$88.00
	Invoice 2249885				
Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$9,796.27</b>

**Claim Type**

Claim#	17688	KIMS KLEANING			
Cash Payment	E 101-43100-402 Janitorial Service	SFPD/PW FLOOR CLEANING			\$475.00
	Invoice 9251				
Cash Payment	E 101-45200-402 Janitorial Service	SFPD/PW FLOOR CLEANING			\$475.00
	Invoice 9251				
Cash Payment	E 601-49440-402 Janitorial Service	SFPD/PW FLOOR CLEANING			\$475.00
	Invoice 9251				
Cash Payment	E 602-49490-402 Janitorial Service	SFPD/PW FLOOR CLEANING			\$475.00
	Invoice 9251				
Cash Payment	E 101-42110-402 Janitorial Service	SFPD/PW FLOOR CLEANING			\$475.00
	Invoice 9251				
Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$2,375.00</b>

**Claim Type**

Claim#	17699	LEWIS, JENNIFER			
Cash Payment	G 803-22147 Bridgestone Lot Line Adjust	ESCROW RELEASE - 803-22147			\$1,662.50
	Invoice .030623				
Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$1,662.50</b>

**Claim Type**

Claim#	17755	LMC INSURANCE TRUST			
Cash Payment	E 101-41400-160 Work Comp Insurance	WORK COMP			\$415.23
	Invoice .03152023				
Cash Payment	E 101-41500-160 Work Comp Insurance	WORK COMP			\$241.73
	Invoice .03152023				
Cash Payment	E 101-41910-160 Work Comp Insurance	WORK COMP			\$280.33
	Invoice .03152023				
Cash Payment	E 101-42400-160 Work Comp Insurance	WORK COMP			\$166.57
	Invoice .03152023				
Cash Payment	E 101-43100-160 Work Comp Insurance	WORK COMP			\$3,838.42
	Invoice .03152023				
Cash Payment	E 101-42110-101 Full-Time Salaries	WORK COMP			\$17,664.49
	Invoice .03152023				
Cash Payment	E 101-42210-160 Work Comp Insurance	WORK COMP			\$5,064.18
	Invoice .03152023				



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Cash Payment	E 101-45200-101	Full-Time Salaries	WORK COMP	\$1,646.16
Invoice	.03152023			
Cash Payment	E 101-43210-160	Work Comp Insurance	WORK COMP	\$200.00
Invoice	.03152023			
Cash Payment	E 601-49440-160	Work Comp Insurance	WORK COMP	\$1,337.31
Invoice	.03152023			
Cash Payment	E 602-49490-160	Work Comp Insurance	WORK COMP	\$1,601.39
Invoice	.03152023			
Cash Payment	E 609-49750-101	Full-Time Salaries	WORK COMP	\$1,934.19
Invoice	.03152023			
Cash Payment	E 101-41110-360	Insurance	INSURANCE	\$84.69
Invoice	.03162023			
Cash Payment	E 101-41400-360	Insurance	INSURANCE	\$899.29
Invoice	.03162023			
Cash Payment	E 101-41410-360	Insurance	INSURANCE	\$20.16
Invoice	.03162023			
Cash Payment	E 101-41500-360	Insurance	INSURANCE	\$467.79
Invoice	.03162023			
Cash Payment	E 101-41600-360	Insurance	INSURANCE	\$145.18
Invoice	.03162023			
Cash Payment	E 101-41910-360	Insurance	INSURANCE	\$576.68
Invoice	.03162023			
Cash Payment	E 101-41940-360	Insurance	INSURANCE	\$697.66
Invoice	.03162023			
Cash Payment	E 101-42110-360	Insurance	INSURANCE	\$7,944.42
Invoice	.03162023			
Cash Payment	E 101-42210-360	Insurance	INSURANCE	\$1,971.99
Invoice	.03162023			
Cash Payment	E 101-42400-360	Insurance	INSURANCE	\$415.37
Invoice	.03162023			
Cash Payment	E 101-43100-360	Insurance	INSURANCE	\$4,407.74
Invoice	.03162023			
Cash Payment	E 101-43210-360	Insurance	INSURANCE	\$141.14
Invoice	.03162023			
Cash Payment	E 101-45000-360	Insurance	INSURANCE	\$4.03
Invoice	.03162023			
Cash Payment	E 101-45200-360	Insurance	INSURANCE	\$4,677.93
Invoice	.03162023			
Cash Payment	E 101-49200-360	Insurance	INSURANCE	\$12.10
Invoice	.03162023			
Cash Payment	E 601-49440-360	Insurance	INSURANCE	\$5,101.37
Invoice	.03162023			
Cash Payment	E 602-49490-360	Insurance	INSURANCE	\$7,795.21
Invoice	.03162023			
Cash Payment	E 609-49750-360	Insurance	INSURANCE	\$4,964.25
Invoice	.03162023			
Transaction Date	3/15/2023	CASH	10100	<b>Total</b> \$74,717.00

## Claim Type

Claim# 17698 MARTIN-MCALLISTER

Cash Payment	E 101-42110-305	Medical Fees	PUBLIC SAFETY ASSESSMENTS-NEW OFFICERS	\$1,250.00
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Invoice 15206

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Cash Payment E 101-42210-305 Medical Fees PUBLIC SAFETY ASSESSMENT-STIMPSON \$625.00  
Invoice 15207

Transaction Date 3/9/2023 CASH 10100 Total \$1,875.00

## Claim Type

Claim# 17754 MCDONALD DIST CO.

Cash Payment E 609-49751-252 Beer BEER -\$40.80  
Invoice 5810184

Cash Payment E 609-49751-251 Liquor LIQUOR \$109.95  
Invoice 676077

Cash Payment E 609-49751-252 Beer BEER \$513.20  
Invoice 676083

Cash Payment E 609-49751-252 Beer BEER \$5,638.10  
Invoice 677155

Cash Payment E 609-49751-252 Beer BEER \$4,566.60  
Invoice 676078

Transaction Date 3/15/2023 CASH 10100 Total \$10,787.05

## Claim Type

Claim# 17705 METRO INET

Cash Payment E 101-41110-310 Computer Consulting Fee IT SERVICES \$13,498.00  
Invoice 1153

Transaction Date 3/9/2023 Due 3/9/2023 CASH 10100 Total \$13,498.00

## Claim Type

Claim# 17704 MHSRC/RANGE

Cash Payment E 101-42110-208 Training TRAINING \$490.00  
Invoice 337900-9839

Transaction Date 3/9/2023 CASH 10100 Total \$490.00

## Claim Type

Claim# 17751 MIDCONTINENT COMMUNICATION

Cash Payment E 601-49440-321 Telephone PHONES \$153.39  
Invoice 13334860113216

Cash Payment E 101-42110-321 Telephone PHONES \$44.99  
Invoice 13332710113216

Transaction Date 3/15/2023 CASH 10100 Total \$198.38

## Claim Type

Claim# 17780 MIDWEST TESTING LLC

Cash Payment E 602-49490-303 Engineering Fees ENGINEERING FEES \$1,125.00  
Invoice 5836

Transaction Date 3/16/2023 Due 3/16/2023 CASH 10100 Total \$1,125.00

## Claim Type

Claim# 17703 NYSTROM PUBLISHING COMPANY

Cash Payment E 603-49490-418 Storm Water Management STORM WATER INVOICING - SPRING 2023 \$1,783.97  
Invoice 46420

Transaction Date 3/9/2023 Due 3/9/2023 CASH 10100 Total \$1,783.97

## Claim Type

Claim# 17702 PAUSTIS WINE COMPANY

Cash Payment E 609-49751-206 Freight FREIGHT \$15.00  
Invoice 194383

Cash Payment E 609-49751-253 Wine WINE \$1,068.00  
Invoice 194383

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Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$1,083.00</b>
<b>Claim Type</b>					
Claim#	17700 PHILLIPS WINE & SPIRITS CO.				
Cash Payment	E 609-49751-206 Freight	FREIGHT			-\$0.25
	Invoice 691611				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$26.45
	Invoice 6556708				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$7.29
	Invoice 6556709				
Cash Payment	E 609-49751-206 Freight	FREIGHT			\$61.89
	Invoice 6553145				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$3,720.14
	Invoice 6553145				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			\$1,596.65
	Invoice 6556708				
Cash Payment	E 609-49751-253 Wine	WINE			\$362.15
	Invoice 6556709				
Cash Payment	E 609-49751-251 Liquor	LIQUOR			-\$139.62
	Invoice 691611				
Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$5,634.70</b>
<b>Claim Type</b>					
Claim#	17763 RMB ENVIRONMENTAL LAB				
Cash Payment	E 602-49490-313 Sample Testing	POTABLE GENERAL CHEMISTRY			\$50.09
	Invoice B008188				
Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1			\$187.31
	Invoice B008163				
Cash Payment	E 602-49490-313 Sample Testing	WEEKS 2-4 COOLER 1			\$187.31
	Invoice B008182				
Cash Payment	E 602-49490-313 Sample Testing	POTABLE GENERAL CHEMISTRY			\$50.09
	Invoice B008187				
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2			\$135.04
	Invoice B008209				
Cash Payment	E 602-49490-313 Sample Testing	DATA MANAGEMENT FEE			\$150.28
	Invoice B008227				
Cash Payment	E 602-49490-313 Sample Testing	ALL WEEKS COOLER 2			\$113.26
	Invoice B008168				
Cash Payment	E 602-49490-313 Sample Testing	POTABLE GENERAL CHEMISTRY			\$50.09
	Invoice B008186				
Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	<b>\$923.47</b>
<b>Claim Type</b>					
Claim#	17710 ROYAL SUPPLY				
Cash Payment	E 101-41940-210 Operating Supplies	SUPPLIES			\$148.40
	Invoice 4594				
Cash Payment	E 101-42110-217 Other Operating Supplies	SUPPLIES			\$74.20
	Invoice 4594				
Cash Payment	E 101-43100-217 Other Operating Supplies	SUPPLIES			\$37.10
	Invoice 4594				
Cash Payment	E 101-45200-217 Other Operating Supplies	SUPPLIES			\$37.10
	Invoice 4594				
Cash Payment	E 601-49440-217 Other Operating Supplies	SUPPLIES			\$37.10
	Invoice 4594				

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Cash Payment E 602-49490-217 Other Operating Supplies SUPPLIES \$37.10  
Invoice 4594

Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	Total	\$371.00
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## Claim Type

Claim# 17709 SOUTHERN GLAZERS OF MN

Cash Payment E 609-49751-206 Freight FREIGHT \$33.28  
Invoice 2319337

Cash Payment E 609-49751-206 Freight FREIGHT \$21.76  
Invoice 2321747

Cash Payment E 609-49751-206 Freight FREIGHT \$19.20  
Invoice 2321748

Cash Payment E 609-49751-206 Freight FREIGHT \$19.20  
Invoice 5095096

Cash Payment E 609-49751-253 Wine WINE \$960.00  
Invoice 2321748

Cash Payment E 609-49751-251 Liquor LIQUOR \$3,102.05  
Invoice 5095096

Cash Payment E 609-49751-251 Liquor LIQUOR \$3,906.24  
Invoice 2319337

Cash Payment E 609-49751-251 Liquor LIQUOR \$2,431.80  
Invoice 2321747

Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	Total	\$10,493.53
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## Claim Type

Claim# 17708 ST HILAIRE, SARA

Cash Payment E 601-49440-444 Refund & Reimbursement REFUND ACCT 1511 \$108.40  
Invoice .03082023

Transaction Date	3/9/2023	CASH	10100	Total	\$108.40
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## Claim Type

Claim# 17706 ST. FRANCIS HOME RUN CLUB

Cash Payment E 101-45200-311 Contract WARMING HOUSE ATTENDANT 12/28/22-2/17/23 \$7,229.00  
Invoice .02212023

Transaction Date	3/9/2023	CASH	10100	Total	\$7,229.00
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## Claim Type

Claim# 17715 STREICHER S

Cash Payment E 101-42110-237 Small Equipment SMALL EQUIPMENT \$1,110.00  
Invoice 1620435

Cash Payment E 101-42110-437 Uniforms UNIFORMS \$156.97  
Invoice 1619246

Cash Payment E 101-42110-237 Small Equipment SMALL EQUIPMENT \$1,110.00  
Invoice 1620395

Transaction Date	3/9/2023	CASH	10100	Total	\$2,376.97
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## Claim Type

Claim# 17649 THE VILLAS OF STONE HOUSE RI

Cash Payment R 101-36225 Community Center Rental 12/5/2023 COMMUNITY CENTER REFUND \$50.00  
Invoice .03022023

Transaction Date	3/2/2023	CASH	10100	Total	\$50.00
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## Claim Type

Claim# 17714 TIMESAVER OFF SITE SEC. INC

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Cash Payment E 101-41400-311 Contract 2/15 PLANNING COMMISSION MINUTES \$234.50  
Invoice M28040

Cash Payment E 101-41400-311 Contract 2/21 CITY COUNCIL MEETING MINUTES \$159.00  
Invoice M28040

Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	<b>\$393.50</b>
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### Claim Type

Claim# 17720 TITLE SMART

Cash Payment R 101-36200 Miscellaneous Revenues REFUND OVERPAYMENT- 22808 POPPY ST \$77.35  
Invoice .03152023

Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	<b>\$77.35</b>
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### Claim Type

Claim# 17713 TJ ASSOCIATES

Cash Payment E 101-42110-308 Community Education BIKE RODEO TEES \$110.88  
Invoice 240195

Transaction Date	3/9/2023	Due 3/9/2023	CASH	10100	<b>Total</b>	<b>\$110.88</b>
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### Claim Type

Claim# 17757 VINOCOPIA, INC.

Cash Payment E 609-49751-206 Freight FREIGHT \$15.00  
Invoice 0325086

Cash Payment E 609-49751-251 Liquor LIQUOR \$932.84  
Invoice 0325086

Cash Payment E 609-49751-253 Wine WINE \$340.00  
Invoice 0325086

Transaction Date	3/15/2023	CASH	10100	<b>Total</b>	<b>\$1,287.84</b>
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### Claim Type

Claim# 17779 WSB & ASSOCIATES, INC

Cash Payment E 405-43100-810 HWY 47 HWY 47 GRANT APPLICATION \$668.00  
Invoice R-021828-000-2

Transaction Date	3/16/2023	CASH	10100	<b>Total</b>	<b>\$668.00</b>
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### Claim Type

Claim# 17712 ZACHER, LEO

Cash Payment E 601-49440-444 Refund & Reimbursement REFUND ACCT #2475 \$179.14  
Invoice .03082023

Transaction Date	3/9/2023	CASH	10100	<b>Total</b>	<b>\$179.14</b>
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Pre-Written Checks	\$0.00
Checks to be Generated by the Compute	\$313,589.84
<b>Total</b>	<b>\$313,589.84</b>

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## Payments

Current Period: February 2023

### Payments Batch P-WIRE-FEB 2023

\$331,177.87

Refer	17421	ACE SOLID WASTE, INC.	Ck# 002423E 2/28/2023		
Cash Payment	E 101-43210-384	Garbage Disposal	GARBAGE		\$83.17
Invoice					
Cash Payment	E 101-42210-384	Garbage Disposal	GARBAGE		\$89.23
Invoice					
Cash Payment	E 609-49750-384	Garbage Disposal	GARBAGE		\$306.52
Invoice					
Cash Payment	E 601-49440-384	Garbage Disposal	GARBAGE		\$97.80
Invoice					
Cash Payment	E 602-49490-384	Garbage Disposal	GARBAGE		\$97.79
Invoice					
Cash Payment	E 101-43100-384	Garbage Disposal	GARBAGE		\$37.15
Invoice					
Cash Payment	E 101-45200-384	Garbage Disposal	GARBAGE		\$37.16
Invoice					
Cash Payment	E 601-49440-384	Garbage Disposal	GARBAGE		\$37.16
Invoice					
Cash Payment	E 602-49490-384	Garbage Disposal	GARBAGE		\$37.16
Invoice					
Cash Payment	E 101-42110-384	Garbage Disposal	GARBAGE		\$148.64
Invoice					
Cash Payment	E 101-43100-384	Garbage Disposal	GARBAGE		\$225.37
Invoice					
Cash Payment	E 101-45200-384	Garbage Disposal	GARBAGE		\$225.37
Invoice					
Transaction Date	2/3/2023	CASH	10100	Total	\$1,422.52
Refer	17653	ALERUS	Ck# 002450E 2/28/2023		
Cash Payment	E 101-41540-301	Auditing and Acctg Servi	FEE		\$50.00
Invoice					
Transaction Date	2/28/2023	CASH	10100	Total	\$50.00
Refer	17593	CAYAN	Ck# 002446E 2/28/2023		
Cash Payment	E 609-49751-207	Credit Card	LIQUOR CC FEES		\$725.72
Invoice					
Transaction Date	2/22/2023	CASH	10100	Total	\$725.72
Refer	17547	CENTERPOINT ENERGY	Ck# 002444E 2/28/2023		
Cash Payment	E 601-49440-383	Gas Utilities	3911 233RD AVENUE-GAS		\$20.59
Invoice					
Transaction Date	2/15/2023	CASH	10100	Total	\$20.59
Refer	17652	CENTERPOINT ENERGY	Ck# 002449E 2/28/2023		
Cash Payment	E 101-41940-383	Gas Utilities	CITY HALL #1		\$123.75
Invoice					
Cash Payment	E 101-41940-383	Gas Utilities	CITY HALL #2		\$20.20
Invoice					
Cash Payment	E 101-41940-383	Gas Utilities	CITY HALL #3		\$135.25
Invoice					
Cash Payment	E 101-41940-383	Gas Utilities	CITY HALL #4		\$71.72
Invoice					
Cash Payment	E 602-49490-383	Gas Utilities	23699 AMBASSADOR		\$25.19
Invoice					

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## Payments

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Cash Payment Invoice	E 101-42210-383	Gas Utilities	3740 BRIDGE STREET-GENERATOR	\$24.36
Cash Payment Invoice	E 101-45200-383	Gas Utilities	WARMING HOUSE	\$423.95
Cash Payment Invoice	E 601-49440-383	Gas Utilities	4020 ST. FRANCIS BLVD	\$401.82
Cash Payment Invoice	E 602-49490-383	Gas Utilities	4020 ST. FRANCIS BLVD	\$401.82
Cash Payment Invoice	E 602-49490-383	Gas Utilities	4020 ST. FRANCIS BLVD-OLD WWTP	\$15.00
Cash Payment Invoice	E 602-49490-383	Gas Utilities	WWTP	\$2,367.50
Cash Payment Invoice	E 609-49750-383	Gas Utilities	LIQUOR STORE	\$556.44
Cash Payment Invoice	E 101-42210-383	Gas Utilities	FIRE STATION	\$2,460.58
Cash Payment Invoice	E 601-49440-383	Gas Utilities	WATER PLANT	\$1,533.01
Cash Payment Invoice	E 101-42110-383	Gas Utilities	POLICE/PW	\$2,168.74
Cash Payment Invoice	E 101-43100-383	Gas Utilities	POLICE/PW	\$542.19
Cash Payment Invoice	E 101-45200-383	Gas Utilities	POLICE/PW	\$542.19
Cash Payment Invoice	E 601-49440-383	Gas Utilities	POLICE/PW	\$542.19
Cash Payment Invoice	E 602-49490-383	Gas Utilities	POLICE/PW	\$542.17
Transaction Date	2/28/2023	CASH	10100	<b>Total</b> \$12,898.07
Refer	17425 CINTAS	<u>Ck# 002427E 2/28/2023</u>		
Cash Payment Invoice	E 601-49440-311	Contract	WATER PLANT RUGS	\$23.66
Cash Payment Invoice	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS	\$26.28
Cash Payment Invoice	E 609-49750-219	Rug Maintenance	LIQUOR STORE RUGS	\$26.28
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS	\$4.66
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS	\$4.65
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS	\$4.66
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS	\$4.65
Cash Payment Invoice	E 101-45200-402	Janitorial Service	RUGS & SUPPLIES	\$6.63
Cash Payment Invoice	E 101-43100-402	Janitorial Service	RUGS & SUPPLIES	\$6.63
Cash Payment Invoice	E 601-49440-402	Janitorial Service	RUGS & SUPPLIES	\$6.63
Cash Payment Invoice	E 602-49490-402	Janitorial Service	RUGS & SUPPLIES	\$6.63

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## Payments

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Cash Payment Invoice	E 101-42110-402	Janitorial Service	RUGS & SUPPLIES	\$26.55
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS	\$4.66
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS	\$4.65
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS	\$4.66
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS	\$4.65
Cash Payment Invoice	E 601-49440-417	Uniforms & PPE	UNIFORMS	\$4.66
Cash Payment Invoice	E 602-49490-417	Uniforms & PPE	UNIFORMS	\$4.65
Transaction Date	2/3/2023	CASH	10100	<b>Total</b> \$175.84
Refer	17420 CITY HIVE	<u>Ck# 002422E 2/28/2023</u>		
Cash Payment Invoice	E 609-49750-340	Advertising	ADVERTISING	\$53.35
Transaction Date	2/2/2023	CASH	10100	<b>Total</b> \$53.35
Refer	17426 COLONIAL INSURANCE	<u>Ck# 002428E 2/28/2023</u>		
Cash Payment Invoice	G 101-21712	Colonial Insurance	PREMIUM	\$406.36
Transaction Date	2/3/2023	CASH	10100	<b>Total</b> \$406.36
Refer	17594 CONNEXUS ENERGY	<u>Ck# 002447E 2/28/2023</u>		
Cash Payment Invoice	E 101-41940-381	Electric Utilities	SIGN	\$55.17
Cash Payment Invoice	E 101-41940-381	Electric Utilities	CITY HALL	\$404.67
Cash Payment Invoice	E 602-49490-381	Electric Utilities	LIFT STATIONS	\$1,083.82
Cash Payment Invoice	E 101-45200-381	Electric Utilities	PARKS	\$427.55
Cash Payment Invoice	E 601-49440-380	Electric-System	WATER	\$5,193.30
Cash Payment Invoice	E 101-43100-386	Street Lighting	STREET LIGHTS	\$2,807.51
Cash Payment Invoice	E 602-49490-381	Electric Utilities	WWTP	\$9,235.07
Cash Payment Invoice	E 609-49750-381	Electric Utilities	LIQUOR STORE	\$946.86
Cash Payment Invoice	E 101-42110-381	Electric Utilities	SIREN	\$5.25
Cash Payment Invoice	E 101-42110-381	Electric Utilities	SIREN	\$5.25
Cash Payment Invoice	E 101-42210-381	Electric Utilities	SIREN	\$5.25
Cash Payment Invoice	E 101-42210-381	Electric Utilities	FIRE	\$570.76
Cash Payment Invoice	E 101-43100-381	Electric Utilities	POLICE/PW	\$194.83



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## Payments

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Cash Payment Invoice	E 101-45200-381	Electric Utilities	POLICE/PW		\$194.83
Cash Payment Invoice	E 601-49440-381	Electric Utilities	POLICE/PW		\$194.83
Cash Payment Invoice	E 602-49490-381	Electric Utilities	POLICE/PW		\$194.84
Cash Payment Invoice	E 101-42110-381	Electric Utilities	POLICE/PW		\$779.34
Cash Payment Invoice	E 101-45200-381	Electric Utilities	3550 237TH		\$14.50
Cash Payment Invoice	E 101-45200-381	Electric Utilities	CARNIVAL		\$14.50
Transaction Date	2/22/2023	CASH	10100	<b>Total</b>	\$22,328.13
Refer	17423 DELTA DENTAL	<u>Ck# 002425E 2/28/2023</u>			
Cash Payment Invoice	G 101-21711	Dental Insurance	PREMIUM		\$2,065.32
Transaction Date	2/3/2023	CASH	10100	<b>Total</b>	\$2,065.32
Refer	17595 ENTERPRISE FLEET MGMT	<u>Ck# 002448E 2/28/2023</u>			
Cash Payment Invoice	E 101-42110-221	Vehicle Maintenance	POLICE		\$356.69
Cash Payment Invoice	E 101-42210-221	Vehicle Maintenance	FIRE		\$50.00
Cash Payment Invoice	E 101-42400-221	Vehicle Maintenance	BUILDING		\$10.00
Cash Payment Invoice	E 101-43100-221	Vehicle Maintenance	VEHICLE MAINTENANCE		\$25.00
Cash Payment Invoice	E 101-45200-221	Vehicle Maintenance	VEHICLE MAINTENANCE		\$25.00
Cash Payment Invoice	E 601-49440-221	Vehicle Maintenance	VEHICLE MAINTENANCE		\$25.00
Cash Payment Invoice	E 602-49490-221	Vehicle Maintenance	VEHICLE MAINTENANCE		\$25.00
Transaction Date	2/22/2023	CASH	10100	<b>Total</b>	\$516.69
Refer	17411 FWT	<u>Ck# 002413E 2/28/2023</u>			
Cash Payment Invoice	G 101-21703	FICA Tax Withholding	02-02-2023 PAYROLL		\$9,053.06
Cash Payment Invoice	G 101-21709	Medicare	02-02-2023 PAYROLL		\$3,399.60
Cash Payment Invoice	G 101-21701	Federal Withholding	02-02-2023 PAYROLL		\$10,862.68
Transaction Date	2/1/2023	CASH	10100	<b>Total</b>	\$23,315.34
Refer	17449 FWT	<u>Ck# 002432E 2/28/2023</u>			
Cash Payment Invoice	G 101-21703	FICA Tax Withholding	PAYROLL 02-16-2023		\$8,977.72
Cash Payment Invoice	G 101-21709	Medicare	PAYROLL 02-16-2023		\$3,316.80
Cash Payment Invoice	G 101-21701	Federal Withholding	PAYROLL 02-16-2023		\$10,629.14
Transaction Date	2/16/2023	CASH	10100	<b>Total</b>	\$22,923.66
Refer	17513 FWT	<u>Ck# 002439E 2/28/2023</u>			

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Cash Payment Invoice	G 101-21703 FICA Tax Withholding	PAYROLL 02-22-2023		\$1,390.10
Cash Payment Invoice	G 101-21709 Medicare	PAYROLL 02-22-2023		\$381.64
Cash Payment Invoice	G 101-21701 Federal Withholding	PAYROLL 02-22-2023		\$283.87
Transaction Date	2/22/2023	CASH	10100	<b>Total</b> \$2,055.61
Refer	17410 HEALTH PARTNERS	Ck# 002412E 2/28/2023		
Cash Payment Invoice	G 101-21708 Health Premium	HEALTH INSURANCE		\$33,733.29
Transaction Date	2/1/2023	CASH	10100	<b>Total</b> \$33,733.29
Refer	17458 HSA CONTRIBUTION	Ck# 002438E 2/28/2023		
Cash Payment Invoice	G 101-21714 Health Care Savings	PAYROLL 02-16-2023		\$1,049.90
Transaction Date	2/16/2023	CASH	10100	<b>Total</b> \$1,049.90
Refer	17417 HSA CONTRIBUTION	Ck# 002419E 2/28/2023		
Cash Payment Invoice	G 101-21714 Health Care Savings	02-02-2023 PAYROLL		\$1,124.90
Transaction Date	2/2/2023	CASH	10100	<b>Total</b> \$1,124.90
Refer	17427 INVOICE CLOUD	Ck# 002429E 2/28/2023		
Cash Payment Invoice	E 601-49440-430 Bank Fees	CREDIT CARD FEES		\$501.65
Cash Payment Invoice	E 602-49490-430 Bank Fees	CREDIT CARD FEES		\$501.65
Transaction Date	2/3/2023	CASH	10100	<b>Total</b> \$1,003.30
Refer	17453 MISSION SQUARE	Ck# 002435E 2/28/2023		
Cash Payment Invoice	G 101-21710 Deferred Comp	PAYROLL 02-16-2023		\$489.17
Transaction Date	2/16/2023	CASH	10100	<b>Total</b> \$489.17
Refer	17414 MISSION SQUARE	Ck# 002416E 2/28/2023		
Cash Payment Invoice	G 101-21710 Deferred Comp	02-02-2023 PAYROLL		\$489.17
Transaction Date	2/2/2023	CASH	10100	<b>Total</b> \$489.17
Refer	17592 MN DEPT OF REVENUE	Ck# 002445E 2/28/2023		
Cash Payment Invoice	G 609-20810 Sales Tax Payable	SALES TAX JANUARY		\$18,687.00
Cash Payment Invoice	G 601-20810 Sales Tax Payable	SALES TAX JANUARY		\$760.00
Transaction Date	2/22/2023	CASH	10100	<b>Total</b> \$19,447.00
Refer	17655 MN PFA	Ck# 002452E 2/28/2023		
Cash Payment Invoice	E 601-47000-611 Bond Interest	LOAN PAYMENTS		\$41,405.27
Cash Payment Invoice	E 602-47000-611 Bond Interest	LOAN PAYMENTS		\$69,520.00
Transaction Date	2/28/2023	CASH	10100	<b>Total</b> \$110,925.27
Refer	17456 MN STATE RETIREMENT SYSTEM	Ck# 002437E 2/28/2023		
Cash Payment Invoice	G 101-21714 Health Care Savings	PAYROLL 02-16-2023		\$544.99

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Transaction Date	2/16/2023	CASH	10100	<b>Total</b>	\$544.99
Refer	17416 MN STATE RETIREMENT SYSTEM	Ck# 002418E 2/28/2023			
Cash Payment	G 101-21714 Health Care Savings	02-02-2023 PAYROLL			\$587.38
Invoice					
Transaction Date	2/2/2023	CASH	10100	<b>Total</b>	\$587.38
Refer	17445 NEW BENEFITS (FRESH BENIES)	Ck# 002430E 2/28/2023			
Cash Payment	E 101-41400-130 Employer Paid Insuranc	FRESH BENIES			\$29.97
Invoice					
Cash Payment	E 101-41500-130 Employer Paid Insuranc	FRESH BENIES			\$9.99
Invoice					
Cash Payment	E 101-41910-130 Employer Paid Insuranc	FRESH BENIES			\$29.97
Invoice					
Cash Payment	E 101-42400-130 Employer Paid Insuranc	FRESH BENIES			\$9.99
Invoice					
Cash Payment	E 101-43100-130 Employer Paid Insuranc	FRESH BENIES			\$29.97
Invoice					
Cash Payment	E 101-42110-130 Employer Paid Insuranc	FRESH BENIES			\$49.95
Invoice					
Cash Payment	E 101-42210-130 Employer Paid Insuranc	FRESH BENIES			\$9.99
Invoice					
Cash Payment	E 609-49750-130 Employer Paid Insuranc	FRESH BENIES			\$29.97
Invoice					
Transaction Date	2/13/2023	CASH	10100	<b>Total</b>	\$199.80
Refer	17451 PERA	Ck# 002433E 2/28/2023			
Cash Payment	G 101-21704 PERA	PAYROLL 02-16-2023			\$22,429.24
Invoice					
Transaction Date	2/16/2023	CASH	10100	<b>Total</b>	\$22,429.24
Refer	17514 PERA	Ck# 002440E 2/28/2023			
Cash Payment	G 101-21704 PERA	PAYROLL 02-22-2023			\$496.40
Invoice					
Transaction Date	2/22/2023	CASH	10100	<b>Total</b>	\$496.40
Refer	17412 PERA	Ck# 002414E 2/28/2023			
Cash Payment	G 101-21704 PERA	02-02-2023 PAYROLL			\$23,598.96
Invoice					
Transaction Date	2/2/2023	CASH	10100	<b>Total</b>	\$23,598.96
Refer	17447 SPOT ON-LIQUOR CC	Ck# 002431E 2/28/2023			
Cash Payment	E 609-49751-207 Credit Card	CREDIT CARD FEE			\$25.00
Invoice					
Transaction Date	2/3/2023	CASH	10100	<b>Total</b>	\$25.00
Refer	17418 SPOT ON-LIQUOR CC	Ck# 002420E 2/28/2023			
Cash Payment	E 609-49751-207 Credit Card	CREDIT CARD FEE			\$4,224.69
Invoice					
Transaction Date	2/2/2023	CASH	10100	<b>Total</b>	\$4,224.69
Refer	17516 STATE OF ARIZONA	Ck# 002442E 2/28/2023			
Cash Payment	G 101-21716 Other Deductions	PAYROLL 02-22-2023			\$128.82
Invoice					
Transaction Date	2/22/2023	CASH	10100	<b>Total</b>	\$128.82
Refer	17517 STATE OF MINNESOTA	Ck# 002443E 2/28/2023			

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Cash Payment	G 101-21716	Other Deductions	PAYROLL 02-22-2023		\$240.11
Invoice					
Transaction Date	2/22/2023	CASH	10100	<b>Total</b>	\$240.11
Refer	17419	SUN LIFE FINANCIAL	Ck# 002421E 2/28/2023		
Cash Payment	E 101-41400-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$222.22
Invoice					
Cash Payment	E 101-41500-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$147.62
Invoice					
Cash Payment	E 101-41910-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$150.03
Invoice					
Cash Payment	E 101-42110-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$695.32
Invoice					
Cash Payment	E 101-42210-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$81.67
Invoice					
Cash Payment	E 101-42400-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$77.60
Invoice					
Cash Payment	E 101-43100-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$243.48
Invoice					
Cash Payment	E 101-43210-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$54.11
Invoice					
Cash Payment	E 101-45200-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$243.48
Invoice					
Cash Payment	E 601-49440-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$109.36
Invoice					
Cash Payment	E 602-49490-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$109.35
Invoice					
Cash Payment	E 609-49750-130	Employer Paid Insuranc	FEBRUARY INSURANCE		\$201.98
Invoice					
Transaction Date	2/2/2023	CASH	10100	<b>Total</b>	\$2,336.22
Refer	17454	SWT	Ck# 002436E 2/28/2023		
Cash Payment	G 101-21702	State Withholding	PAYROLL 02-16-2023		\$4,765.23
Invoice					
Transaction Date	2/16/2023	CASH	10100	<b>Total</b>	\$4,765.23
Refer	17515	SWT	Ck# 002441E 2/28/2023		
Cash Payment	G 101-21702	State Withholding	PAYROLL 02-22-2023		\$40.83
Invoice					
Transaction Date	2/22/2023	CASH	10100	<b>Total</b>	\$40.83
Refer	17415	SWT	Ck# 002417E 2/28/2023		
Cash Payment	G 101-21702	State Withholding	02-02-2023 PAYROLL		\$4,933.70
Invoice					
Transaction Date	2/2/2023	CASH	10100	<b>Total</b>	\$4,933.70
Refer	17424	U S BANK EQUIPMENT FINANCE	Ck# 002426E 2/28/2023		
Cash Payment	E 101-41400-240	Office Equip	COPIER LEASE		\$206.87
Invoice					
Cash Payment	E 101-43100-240	Office Equip	COPIER LEASE		\$206.87
Invoice					
Cash Payment	E 101-43210-240	Office Equip	COPIER LEASE		\$206.87
Invoice					
Cash Payment	E 101-45200-240	Office Equip	COPIER LEASE		\$206.87
Invoice					

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## Payments

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Cash Payment Invoice	E 601-49440-240 Office Equip	COPIER LEASE		\$206.87
Cash Payment Invoice	E 602-49490-240 Office Equip	COPIER LEASE		\$206.65
Transaction Date	2/3/2023	CASH	10100	<b>Total</b> \$1,241.00
Refer	17654 VILLAGE BANK	<u>Ck# 002451E 2/28/2023</u>		
Cash Payment Invoice	E 101-41500-430 Bank Fees	BANK FEES		\$37.11
Cash Payment Invoice	E 601-49440-430 Bank Fees	BANK FEES		\$37.11
Cash Payment Invoice	E 602-49490-430 Bank Fees	BANK FEES		\$37.11
Cash Payment Invoice	E 609-49750-430 Bank Fees	BANK FEES		\$37.12
Transaction Date	2/28/2023	CASH	10100	<b>Total</b> \$148.45
Refer	17452 VOYA	<u>Ck# 002434E 2/28/2023</u>		
Cash Payment Invoice	G 101-21710 Deferred Comp	PAYROLL 02-16-2023		\$1,815.00
Transaction Date	2/16/2023	CASH	10100	<b>Total</b> \$1,815.00
Refer	17413 VOYA	<u>Ck# 002415E 2/28/2023</u>		
Cash Payment Invoice	G 101-21710 Deferred Comp	02-02-2023 PAYROLL		\$1,815.00
Transaction Date	2/2/2023	CASH	10100	<b>Total</b> \$1,815.00
Refer	17422 WEX CARD	<u>Ck# 002424E 2/28/2023</u>		
Cash Payment Invoice	E 101-42400-212 Motor Fuels	FUEL		\$68.04
Cash Payment Invoice	E 101-42210-212 Motor Fuels	FUEL		\$353.60
Cash Payment Invoice	E 101-42110-212 Motor Fuels	FUEL		\$3,063.95
Cash Payment Invoice	E 101-43100-212 Motor Fuels	FUEL		\$90.26
Cash Payment Invoice	E 601-49440-212 Motor Fuels	FUEL		\$415.60
Cash Payment Invoice	E 602-49490-212 Motor Fuels	FUEL		\$415.60
Cash Payment Invoice	R 101-36200 Miscellaneous Revenues	REBATE		-\$19.20
Transaction Date	2/3/2023	CASH	10100	<b>Total</b> \$4,387.85

**CITY OF ST FRANCIS**  
**Payments**

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Fund Summary

	10100 CASH
101 General Fund	\$168,949.91
601 Water Fund	\$51,535.15
602 Sewer Fund	\$84,845.60
609 Liquor Fund	\$25,847.21
	<u>\$331,177.87</u>

Pre-Written Checks	\$331,177.87
Checks to be Generated by the Computer	<u>\$0.00</u>
Total	\$331,177.87

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## Payments

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<b>Payments Batch P CC-FEB 2023</b>		\$11,350.21			
Refer	17467 ALLSTATE PETERBILT		Ck# 002373E 2/14/2023		
Cash Payment	E 101-43100-218	Equipment Maintenance	EQUIPMENT MAINTENANCE		\$510.92
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$510.92
Refer	17468 AMAZON.COM		Ck# 002374E 2/14/2023		
Cash Payment	E 101-43100-401	Buildings Maintenance	BUILDING MAINTENANCE		\$33.79
Invoice					
Cash Payment	E 101-45200-401	Buildings Maintenance	BUILDING MAINTENANCE		\$33.79
Invoice					
Cash Payment	E 602-49490-401	Buildings Maintenance	BUILDING MAINTENANCE		\$33.79
Invoice					
Cash Payment	E 101-43100-433	Dues and Subscriptions	DUES/SUBSCRIPTION		\$74.45
Invoice					
Cash Payment	E 101-45200-433	Dues and Subscriptions	DUES/SUBSCRIPTION		\$74.45
Invoice					
Cash Payment	E 101-43100-218	Equipment Maintenance	EQUIPMENT MAINTENANCE		\$98.28
Invoice					
Cash Payment	E 101-45200-218	Equipment Maintenance	EQUIPMENT MAINTENANCE		\$160.83
Invoice					
Cash Payment	E 602-49490-228	Equipment Maintenance	EQUIPMENT MAINTENANCE		\$238.86
Invoice					
Cash Payment	E 101-45200-212	Motor Fuels	FUEL		\$17.13
Invoice					
Cash Payment	E 101-45200-441	Miscellaneous	MISCELLANEOUS		\$47.94
Invoice					
Cash Payment	E 101-43100-200	Office Supplies	OFFICE SUPPLIES		\$21.41
Invoice					
Cash Payment	E 101-43210-200	Office Supplies	OFFICE SUPPLIES		\$54.51
Invoice					
Cash Payment	E 101-45200-200	Office Supplies	OFFICE SUPPLIES		\$8.25
Invoice					
Cash Payment	E 609-49750-210	Operating Supplies	OPERATING SUPPLIES		\$123.56
Invoice					
Cash Payment	E 602-49490-229	Project Maintenance	PROJECT MAINTENANCE		\$63.04
Invoice					
Cash Payment	E 101-42110-237	Small Equipment	SMALL EQUIPMENT		\$360.99
Invoice					
Cash Payment	E 101-43100-221	Vehicle Maintenance	VEHICLE MAINTENANCE		\$122.81
Invoice					
Cash Payment	E 101-45200-221	Vehicle Maintenance	VEHICLE MAINTENANCE		\$57.83
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$1,625.71
Refer	17469 AMERICAN PLANNING ASSOCIATI		Ck# 002375E 2/14/2023		
Cash Payment	E 101-41910-433	Dues and Subscriptions	DUES/SUBSCRIPTION		\$99.00
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$99.00
Refer	17470 AT&T, INC		Ck# 002376E 2/14/2023		

# CITY OF ST FRANCIS

## Payments

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Current Period: February 2023

Cash Payment	E 101-41400-321	Telephone	HOTSPOT		\$76.46
Invoice					
Cash Payment	E 101-41500-441	Miscellaneous	HOTSPOT		\$38.23
Invoice					
Cash Payment	E 101-42210-321	Telephone	PHONE		\$439.90
Invoice					
Cash Payment	E 101-43100-321	Telephone	PHONE		\$76.46
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$631.05
Refer	17471	AUTO DETAILING SUPPLIES, INC	Ck# 002377E 2/14/2023		
Cash Payment	E 101-42110-213	Vehicle Supplies	VEHICLE SUPPLIES		\$78.86
Invoice					
Cash Payment	E 101-43100-213	Vehicle Supplies	VEHICLE SUPPLIES		\$78.86
Invoice					
Cash Payment	E 101-45200-213	Vehicle Supplies	VEHICLE SUPPLIES		\$78.85
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$236.57
Refer	17472	BACKDROP	Ck# 002378E 2/14/2023		
Cash Payment	E 101-42110-217	Other Operating Supplie	OPERATING SUPPLIES		\$47.00
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$47.00
Refer	17473	BUREAU OF CRIM APPREHENSIO	Ck# 002379E 2/14/2023		
Cash Payment	E 101-42110-208	Training	TRAINING EDUCATION		\$450.00
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$450.00
Refer	17474	BILLS SUPERETTE	Ck# 002380E 2/14/2023		
Cash Payment	E 101-43100-212	Motor Fuels	FUEL		\$160.01
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$160.01
Refer	17475	CASEY S GENERAL STORE	Ck# 002381E 2/14/2023		
Cash Payment	E 101-45200-212	Motor Fuels	FUEL		\$50.30
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$50.30
Refer	17476	CLIPPINGMAGIC.COM	Ck# 002382E 2/14/2023		
Cash Payment	E 101-43210-433	Dues and Subscriptions	SUBSCRIPTION		\$3.99
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$3.99
Refer	17477	DEX MEDIA EAST LLC	Ck# 002383E 2/14/2023		
Cash Payment	E 609-49750-340	Advertising	ADVERTISING		\$87.50
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$87.50
Refer	17478	DOLLAR GENERAL	Ck# 002384E 2/14/2023		
Cash Payment	E 101-42210-441	Miscellaneous	MISCELLANEOUS		\$43.41
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$43.41



# CITY OF ST FRANCIS

## Payments

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Current Period: February 2023

Refer	17479 EBAY	Ck# 002385E 2/14/2023		
Cash Payment	E 101-43100-218 Equipment Maintenance	EQUIPMENT MAINTENANCE		\$94.49
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$94.49
Refer	17480 EXPRESSIVE PRINTING	Ck# 002386E 2/14/2023		
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES		\$68.67
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$68.67
Refer	17481 GALL S, INC.	Ck# 002387E 2/14/2023		
Cash Payment	E 101-42110-437 Uniforms	UNIFORMS		\$48.94
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$48.94
Refer	17482 HOME DEPOT	Ck# 002388E 2/14/2023		
Cash Payment	E 101-43100-401 Buildings Maintenance	BUILDING MAINTENANCE		\$267.33
Invoice				
Cash Payment	E 101-45200-101 Full-Time Salaries	BUILDING MAINTENANCE		\$267.33
Invoice				
Cash Payment	E 601-49440-401 Buildings Maintenance	BUILDING MAINTENANCE		\$267.33
Invoice				
Cash Payment	E 602-49490-401 Buildings Maintenance	BUILDING MAINTENANCE		\$267.33
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$1,069.32
Refer	17483 INTERNATIONAL CODE COUNCIL I	Ck# 002389E 2/14/2023		
Cash Payment	E 101-42400-208 Training	TRAINING		\$660.00
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$660.00
Refer	17484 J.P. COOKE COMPANY	Ck# 002390E 2/14/2023		
Cash Payment	E 101-42110-200 Office Supplies	OFFICE SUPPLIES		\$141.95
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$141.95
Refer	17485 COUNTY MARKET - CITY ACCOUN	Ck# 002391E 2/14/2023		
Cash Payment	E 402-42210-588 Miscellaneous Equipme	CAPTIAL - BATTERIES		\$93.47
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$93.47
Refer	17486 KLEEN RITE CORP	Ck# 002392E 2/14/2023		
Cash Payment	E 601-49440-221 Vehicle Maintenance	VEHICLE MAINTENANCE		\$69.64
Invoice				
Cash Payment	E 602-49490-221 Vehicle Maintenance	VEHICLE MAINTENANCE		\$69.64
Invoice				
Cash Payment	E 101-42110-213 Vehicle Supplies	VEHICLE SUPPLIES		\$69.64
Invoice				
Cash Payment	E 101-43100-213 Vehicle Supplies	VEHICLE SUPPLIES		\$69.64
Invoice				
Cash Payment	E 101-45200-213 Vehicle Supplies	VEHICLE SUPPLIES		\$69.64
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$348.20

# CITY OF ST FRANCIS

## Payments

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Current Period: February 2023

Refer	17487 LEAGUE OF MN CITIES	Ck# 002393E 2/14/2023		
Cash Payment	E 101-41400-208 Training	TRAINING		\$520.00
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$520.00
Refer	17488 LOWES	Ck# 002394E 2/14/2023		
Cash Payment	E 601-49440-237 Small Equipment	SMALL EQUIPMENT		\$27.52
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$27.52
Refer	17489 MADDENS ON GULL LAKE	Ck# 002395E 2/14/2023		
Cash Payment	E 101-41400-331 Travel Expenses	TRAVEL EXPENSES		\$386.54
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$386.54
Refer	17490 MN SHERIFFS ASSOCIATION	Ck# 002396E 2/14/2023		
Cash Payment	E 101-42110-208 Training	TRAINING		\$350.00
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$350.00
Refer	17491 OFFICE DEPOT	Ck# 002397E 2/14/2023		
Cash Payment	E 101-42210-200 Office Supplies	OFFICE SUPPLIES		\$538.84
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$538.84
Refer	17492 OREILLY AUTO PARTS	Ck# 002398E 2/14/2023		
Cash Payment	E 101-43100-218 Equipment Maintenance	EQUIPMENT MAINTENANCE		\$18.71
Invoice				
Cash Payment	E 101-42210-221 Vehicle Maintenance	VEHICLE MAINTENANCE		\$66.90
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$85.61
Refer	17494 POPP TELECOM	Ck# 002400E 2/14/2023		
Cash Payment	E 609-49750-321 Telephone	PHONE		\$52.39
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$52.39
Refer	17495 POSTMASTER - ST. FRANCIS	Ck# 002401E 2/14/2023		
Cash Payment	E 101-41400-322 Postage	POSTAGE		\$100.00
Invoice				
Cash Payment	E 101-41910-322 Postage	POSTAGE		\$7.85
Invoice				
Cash Payment	E 101-42110-322 Postage	POSTAGE		\$100.00
Invoice				
Cash Payment	E 601-49440-313 Sample Testing	SAMPLE TESTING POSTAGE		\$9.00
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$216.85
Refer	17496 BAKERSGAS.COM	Ck# 002402E 2/14/2023		
Cash Payment	E 101-43100-218 Equipment Maintenance	EQUIPMENT MAINTENANCE		\$104.47
Invoice				
Transaction Date	2/14/2023	CASH	10100	<b>Total</b> \$104.47
Refer	17497 ST. FRANCIS AREA CHAMBER OF	Ck# 002403E 2/14/2023		

# CITY OF ST FRANCIS

## Payments

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Current Period: February 2023

Cash Payment	E 101-41910-318	Economic Development	CHAMBER DINNER		\$100.00
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$100.00
Refer	17498	<u>TWIN CITIES TRANSPORT</u>	<u>Ck# 002404E 2/14/2023</u>		
Cash Payment	E 101-43100-311	Contract	TOW SERVICES		\$803.44
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$803.44
Refer	17499	<u>STAMPS.COM</u>	<u>Ck# 002405E 2/14/2023</u>		
Cash Payment	E 101-41400-322	Postage	POSTAGE		\$17.99
Invoice					
Cash Payment	E 101-42110-322	Postage	POSTAGE		\$77.43
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$95.42
Refer	17500	<u>TOPGOLF</u>	<u>Ck# 002406E 2/14/2023</u>		
Cash Payment	E 101-42110-448	Reserve Officers	RESERVE OFFICERS		\$646.76
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$646.76
Refer	17501	<u>TRACTOR SUPPLY CO.</u>	<u>Ck# 002407E 2/14/2023</u>		
Cash Payment	E 602-49490-228	Equipment Maintenance	EQUIPMENT MAINTENANCE		\$6.46
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$6.46
Refer	17502	<u>VERIZON WIRELESS</u>	<u>Ck# 002408E 2/14/2023</u>		
Cash Payment	E 101-42110-321	Telephone	PHONES		\$400.24
Invoice					
Cash Payment	E 601-49440-321	Telephone	PHONES		\$182.75
Invoice					
Cash Payment	E 602-49490-321	Telephone	PHONES		\$159.33
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$742.32
Refer	17503	<u>ZERO9 SOLUTIONS LLC</u>	<u>Ck# 002409E 2/14/2023</u>		
Cash Payment	E 101-42110-437	Uniforms	UNIFORMS		\$83.90
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$83.90
Refer	17504	<u>ZIEGLER, INC.</u>	<u>Ck# 002410E 2/14/2023</u>		
Cash Payment	E 101-43100-218	Equipment Maintenance	EQUIPMENT MAINTENANCE		\$103.13
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$103.13
Refer	17505	<u>ZOOM.US</u>	<u>Ck# 002411E 2/14/2023</u>		
Cash Payment	E 101-41400-433	Dues and Subscriptions	SUBSCRIPTION		\$16.06
Invoice					
Transaction Date	2/14/2023	CASH	10100	<b>Total</b>	\$16.06

# CITY OF ST FRANCIS

## Payments

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Current Period: February 2023

### Fund Summary

	10100 CASH
101 General Fund	\$9,598.60
402 Capital Equipment Fund	\$93.47
601 Water Fund	\$556.24
602 Sewer Fund	\$838.45
609 Liquor Fund	\$263.45
	<hr/>
	\$11,350.21

Pre-Written Checks	\$11,350.21
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$11,350.21



CITY COUNCIL AGENDA  
REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Ordinance Update – Chapter 8 Section Public Protection – Second Reading  
**DATE:** March 20, 2023

**OVERVIEW:**

It has come to the attention of Staff that a statement within City Code does not meet current State Statute. Current language in place was created in 1991 and has since been updated. This is a housekeeping item to ensure we comply with State and Federal requirements. Legal review recommended the language update.

First reading occurred on March 6<sup>th</sup> and no changes were suggested.

**ACTION TO BE CONSIDERED:**

Council to review and approve the updated language in Ordinance 8-4-3 to meet State Statute

1<sup>st</sup> Reading: March 6, 2023  
2<sup>nd</sup> Reading: March 20, 2023  
30-day public Comment: March 24, 2023  
Effective: April 24, 2023

- Attachments:
- Ordinance Chapter 8 Public Protection– Section 4 Crimes and Offenses -Redline

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

**ORDINANCE 309**

**AN ORDINANCE AMENDING CHAPTER 8 SECTION 4-3 DANGEROUS WEAPONS  
AND ARTICLES**

THE CITY OF ST. FRANCIS ORDAINS:

Section 1. Code Amended. That Chapter 8-4-3, shall hereby be amended to read as follows:

“Exhibit A”.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS  
THIS 20<sup>TH</sup> DAY OF MARCH, 2023.

APPROVED:

\_\_\_\_\_  
Steven D. Feldman  
Mayor of St. Francis

ATTEST:

\_\_\_\_\_  
Jennifer Wida  
City Clerk

(seal)

**8-4-3. Dangerous weapons and articles.****A. Acts Prohibited.** It is unlawful for any person to:

1. Recklessly handle or use a gun or other dangerous weapon or explosive so as to endanger the safety of another; or,
2. Intentionally point a gun of any kind, capable of injuring or killing a human being and whether loaded or unloaded, at or toward another; or,
3. Manufacture or sell any unlawful purpose weapon known as a slung-shot or sand club; or,
4. Manufacture, transfer or possess metal knuckles or a switch blade knife opening automatically; or,
5. Possess any other dangerous article or substance for the purpose of being used unlawfully as a weapon against another; or,
6. Sells or has in possession a suppressor that is not lawfully possessed under federal law; or,
7. Permit, as a parent or guardian, any child under fourteen (14) years of age to handle or use, outside of the parent's or guardian's presence, a firearm or air gun of any kind, or any ammunition or explosive; or,
8. Furnish a minor under eighteen (18) years of age with a firearm, air gun, ammunition, or explosive without the written consent of his parent or guardian or of the Police Department.
9. Possess, sell, transfer, or have in possession for sale or transfer, any weapon commonly known as a throwing star, nun chuck, sharp stud or splat gun. For the purpose of this Subparagraph, (1) a "throwing star" means a circular metallic devise with any number of points projecting from the edge, (2) a "nun chuck" means a pair of wood sticks or metallic rods separated by chain links attached to one end of each such stick or rod, (3) a "sharp stud" means a circular piece of metal attached to a wrist band, glove, belt or other material which protrudes one-fourth inch, or more, from the material to which it is attached, and with the protruding portion pyramidal in shape, sharp or pointed, and (4) a "splat gun" means a weapon which, by means of compressed air or gas, emits a projectile containing paint or other substances.

**B. Exception.** Nothing in Section 8-4-3.A of this Code shall prohibit the possession of the articles herein mentioned if the purpose of such possession is for public exhibition by museums or collectors of art.**C. Discharge of Firearms and Explosives.** It is unlawful for any person to fire or discharge, within the area served by any City utility, any cannon, gun, pistol or other firearm, firecracker, sky rocket or other fireworks, air gun, air rifle, or other similar device commonly referred to as a B-B gun, or within five hundred (500) feet of a residence in the rest of the City.**D. Exception.** Nothing in Section 8-4-3.C of this Code shall apply to a display of fireworks by an organization or group of organizations authorized in writing by the Council, or to a peace officer in the discharge of his duty, or to a person in the lawful defense of his person or family. This Section shall not apply to the discharge of firearms in a range authorized in writing by the Council.**E. Exposure of Unused Container.** It is unlawful for any person being the owner or in possession or control thereof, to permit an unused refrigerator, ice box, or other container, sufficiently large to retain any child and with doors which fasten automatically when closed, to expose the same accessible to children, without removing the doors, lids, hinges or latches.**F. Use of Bow and Arrow.** It is unlawful for any person to shoot a bow and arrow within the area served by any City utility, except in the Physical Education Program in a school supervised by a member of its faculty, a

community-wide supervised class or event specifically authorized by the Chief of Police, or a bow and arrow range authorized by the Council, or within five hundred (500) feet of a residence in the rest of the City.

(Ord. 75, SS, 6-16-2003)





## CITY COUNCIL WORK SESSION REPORT

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, Interim City Administrator  
**SUBJECT:** Work Session Request  
**DATE:** March 20, 2023

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### **OVERVIEW:**

Staff is requesting setting the following date for a future work session.

- April 10<sup>th</sup> – Development and related topics

Requested at 6:00 p.m.



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Todd Schwieger, Police Chief  
**SUBJECT:** Police Department UAV Program  
**DATE:** March 20, 2023

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### **OVERVIEW:**

The St. Francis Police Department is researching the purchase and utilization of an Unmanned Aerial Vehicle (UAV) in efforts to enhance the public safety capabilities of the department. A UAV would aid the department in areas including search and rescue efforts, information gathering in response to criminal activity, emergency management, event threat assessment, and public event monitoring. In Minnesota, before a law enforcement agency purchases or uses a UAV, state law requires that there are opportunities for public comment. At a minimum, the agency must accept public comment submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting. In developing and adopting the policy, the law enforcement agency must also provide for public comment and input. After the public comment periods the operating policy would get finalized and approved and an equipment purchase recommendation would be brought before City Council. Following approval, equipment would be purchased, operator's trained and proper licensing would be obtained for the use.

### **ACTION TO BE CONSIDERED:**

City Council to approve the police department to proceed with the process of implementing a department UAV program following statutory requirements.

### **BUDGET IMPLICATION:**

The UAV program equipment, licensing, and training will primarily be funded by the police department forfeiture fund and supplemented by capital funds.



## CITY COUNCIL AGENDA REPORT

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**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Fee Schedule Amendment for Farmers Market  
**DATE:** March 20, 2023

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### **OVERVIEW:**

In January 2023, the City Council directed staff to continue to pursuing hosting a Farmers Market in Community Park for the Summer of 2023. Staff advertised the market in the City Newsletter and has started getting in touch with vendors. Staff originally planned to use the Transient Merchant/Peddler Fee for farmers market vendors. After discussing more with local vendors, it has come to staff's attention that this fee is higher surrounding markets and not financially feasible for vendors.

Staff proposes to amend the fee schedule to add a fee specifically for Farmers Market Vendors. This fee would be valid for the 2023 season and open for reconsideration for 2024.

### **ACTION TO BE CONSIDERED:**

Move to amend the fee schedule to add a fee specially for Farmers Market Vendors to be the following:

Farmers Market Season: \$100

Farmers Market Daily Rate: \$10

### **BUDGET IMPLICATION:**

The original proposal presented to Council in January estimated a fee of \$150 for the season, which would mean that approximately \$1,000 would be used from the City's Economic Development budget. By reducing the fee to \$100 for the season, approximately \$1,500 would be used from the City's Economic Development budget.

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

ORDINANCE 311

AN ORDINANCE AMENDING SECTION 2-9-1 OF THE CITY CODE  
REGARDING THE FEE SCHEDULE – FARMERS MARKET FEES

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 20<sup>th</sup> DAY OF MARCH, 2023.

APPROVED:

\_\_\_\_\_  
Steven D. Feldman  
Mayor of St. Francis

ATTEST:

\_\_\_\_\_  
Jennifer Wida  
City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Recommendation for a Construction Manager  
**DATE:** March 20, 2023

### OVERVIEW:

For the next step of the facility planning for a City Hall / Fire Station, an RFP was released in January to secure a Construction Manager. The RFP was due on February 8<sup>th</sup> with four applications received. All submissions were qualified to complete the project with differences in project backgrounds and pricing.

A construction manager will work with the city to identify project savings and costs, discuss lead times and need for pre-bidding or ordering of materials, along with alternates that could be used to reduce the overall project cost if inflation or bids are reacting higher than anticipated.

The Building Committee interviewed all four submissions on March 8<sup>th</sup>. Each organization provided the committee with information about their process, site movement and strategy to make this project efficient and cost effective. Of the four agencies, the committee reviewed them in two separate ways.

Companies were reviewed with their fee's.

Company	H+U	LS Black	Stahl	Woodstone
Fee	1.10%	2.5%	1.0%	3.5%
PreCon	\$7,500	\$42,860	\$27,500	\$11,680
18-mo project estimate	\$907,666	\$1,068,946	\$809,620	\$885,560
14-mo project estimate	\$734,518	\$902,038	\$660,260	\$776,920

The Building Committee reviewed each application on a scoring basis. This included the application general information, firm experience with municipal/public safety and proposed feeds. Additionally, from the interview process, seven committee members scored the interviews based on preconstruction and management approach, attention to detail,

preparedness and capability. From both the review and the applications, scoring fell as indicated below.

Company	H+U	LS Black	Stahl	Woodstone
Score	159	123	175	139

References were contacted for the top three companies and past projects spoke favorably and highly of Stahl. The Building Committee is recommending Stahl for this project.

**ACTION TO BE CONSIDERED:**

Council to consider approving Stahl Construction as the City Facility Construction Manager.



# City of St. Francis Bottle Shop 2022 Annual Report





## City of St. Francis Bottle Shop

### Liquor Store Staff

Employee	Position	Date Appointed
John Schmidt	Liquor Store Manager	11/12/2007
Crystal Buskey	Assistant Liquor Manager	9/7/2004 (Hired May 22, 2001)
Corrine Lauer	Full-time Clerk	8/3/2021 (Hired February 7, 2014)
Erik Hughes	Part-time Clerk	4/19/2022
Kyler Loud	Part-time Clerk	4/19/2022
Melinda Michels	Part-time Clerk	3/20/2008
Kristi Neubauer	Part-time Clerk	2/14/2019
Kim Sweet	Part-time Clerk	9/23/2019

### Bottle Shop Employees

Our staff is the most important part of our success. They are the link to our customers, and they are good ones! The majority of our staff have been with us for over 5 years, and one that has been here for 14. This all stems from the top. Crystal has been with the Bottle Shop going on 22 years, and that commitment seemingly trickles down to the crew. We are in constant product education to help our customers find what they are looking for, and some things they are not.



**City of St. Francis Bottle Shop**  
**5-Year Comparative Income Statement**

	2018	2019	2020	2021	2022 <i>Unaudited</i>
Liquor	\$ 767,013.77	\$ 823,784.52	\$ 950,038.30	\$ 876,981.59	\$ 1,061,767.62
Beer	1,220,169.56	1,279,629.96	1,457,856.90	1,319,035.77	1,501,807.06
Wine	205,936.90	197,617.38	233,729.08	195,306.57	229,183.75
Miscellaneous Sales	48,309.66	51,133.40	53,571.04	39,379.35	58,134.65
NA B&W	4,569.69	6,606.46	6,742.92	5,980.57	9,142.63
Cigarettes	67,549.42	69,848.28	75,671.76	64,976.11	75,848.57
Total Gross Sales	<u>\$ 2,313,549.00</u>	<u>\$ 2,428,620.00</u>	<u>\$ 2,777,610.00</u>	<u>\$ 2,501,659.96</u>	<u>\$ 2,935,884.28</u>
COGS	<u>\$ 1,715,523.00</u>	<u>\$ 1,825,275.00</u>	<u>\$ 2,031,338.00</u>	<u>\$ 1,899,042.82</u>	<u>\$ 2,211,211.51</u>
Gross Profit	<u>\$ 598,026.00</u>	<u>\$ 603,345.00</u>	<u>\$ 746,272.00</u>	<u>\$ 602,617.14</u>	<u>\$ 724,672.77</u>
Gross Profit Margin	25.8%	24.8%	26.9%	24.1%	24.7%
Personal	\$ 247,241.00	\$ 303,324.00	\$ 257,952.00	\$ 296,862.34	\$ 351,235.84
Insurance	14,399.00	21,845.00	25,130.00	26,195.62	22,176.56
Supplies	4,120.00	8,217.00	5,426.00	19,614.30	7,465.78
Professional	114,137.00	117,450.00	131,574.00	137,579.92	184,321.76
Repairs	5,780.00	8,907.00	4,162.00	14,595.76	38,944.69
Communications	4,436.00	4,303.00	3,501.00	2,331.38	1,708.78
Other	6,953.00	6,013.00	11,404.00	8,696.95	11,412.81
Utilities	16,942.00	16,641.00	16,331.00	15,050.62	18,385.80
Depreciation	35,289.00	32,562.00	22,957.00	19,195.42	50,000.00
Total Operating Expenses	<u>\$ 449,297.00</u>	<u>\$ 519,262.00</u>	<u>\$ 478,437.00</u>	<u>\$ 540,122.31</u>	<u>\$ 685,652.02</u>
Net Operating Income	<u>\$ 148,729.00</u>	<u>\$ 84,083.00</u>	<u>\$ 267,835.00</u>	<u>\$ 62,494.83</u>	<u>\$ 39,020.75</u>
Other Income	\$ 26,891.00	\$ 54,280.00	\$ 39,504.00	\$ (10,524.05)	\$ 24,209.03
Income (Loss) Before Transfers	<u>\$ 175,620.00</u>	<u>\$ 138,363.00</u>	<u>\$ 307,339.00</u>	<u>\$ 51,970.78</u>	<u>\$ 63,229.78</u>
Transfers Out	<u>\$ 60,000.00</u>	<u>\$ 285,000.00</u>	<u>\$ 60,000.00</u>	<u>\$ 60,000.00</u>	<u>\$ 60,000.00</u>
Net Income/(Loss)	<u>\$ 115,620.00</u>	<u>\$ (146,637.00)</u>	<u>\$ 247,339.00</u>	<u>\$ (8,029.22)</u>	<u>\$ 3,229.78</u>
Cash Balance	<u>\$ 1,836,798</u>	<u>\$ 1,781,543</u>	<u>\$ 1,982,657</u>	<u>\$ 1,204,211</u>	<u>\$ 1,048,587</u>

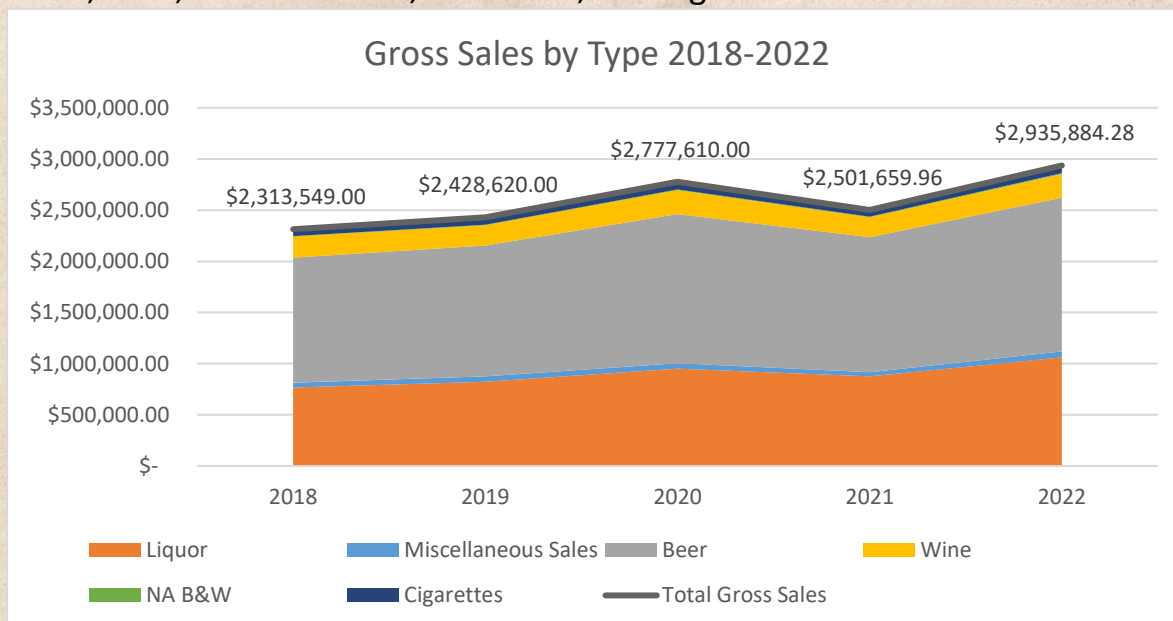


## Gross Sales

The liquor store has seen an increase in gross sales over the last 5 years for the most part. 2020 covid shut downs generated \$348,900 more in gross sales than 2019 sales. The drop in 2021 was due to the building remodel and being shut down for a few weeks. Unaudited 2022 gross sales almost hit the \$3,000,000 mark.



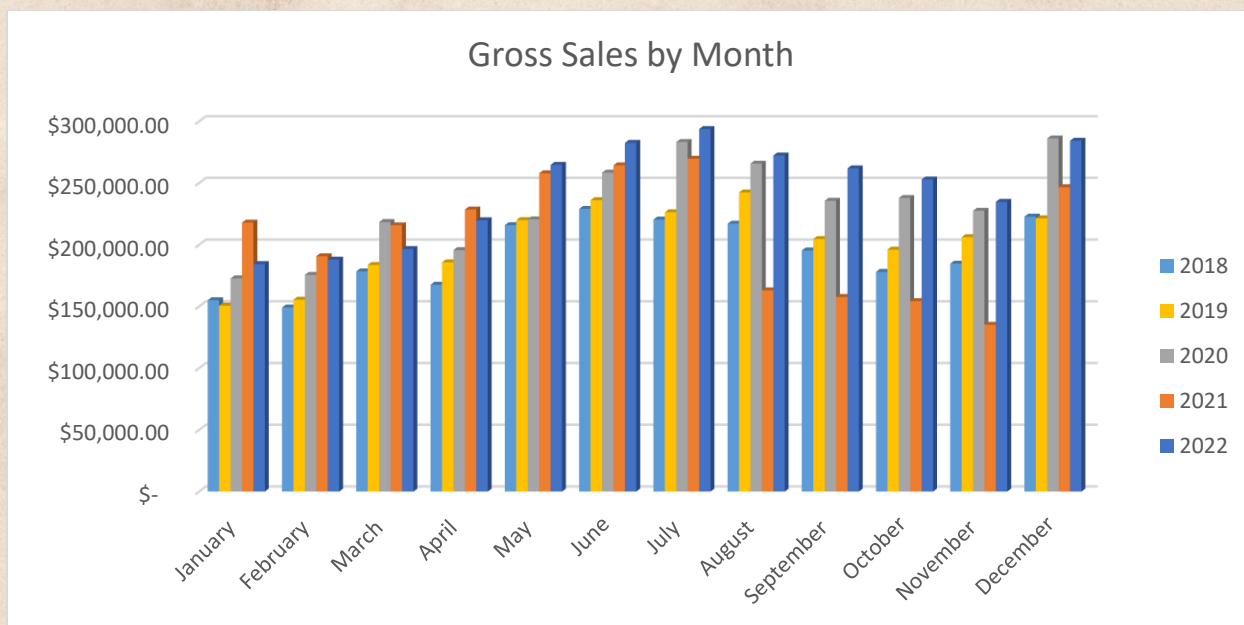
This graph shows the breakdown of the gross sales by type of purchase: Liquor, Wine, Beer, Miscellaneous, NA B & W, and Cigarettes.



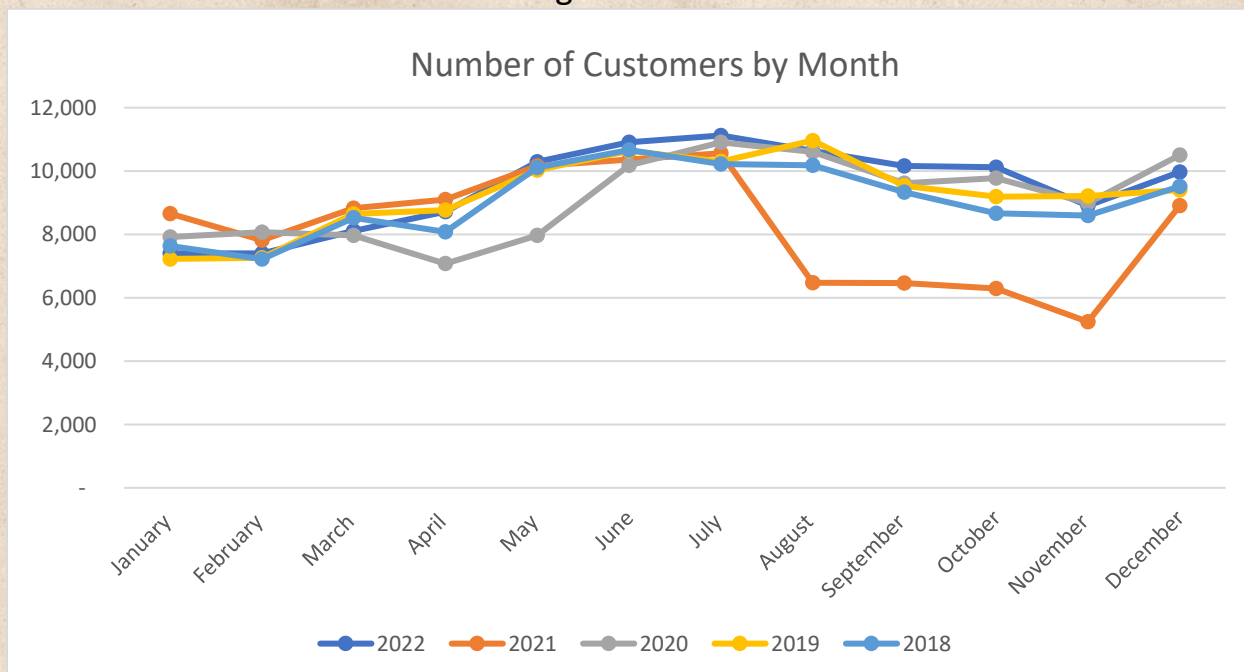


## Gross Sales by Month

The store stays busy all year long, but you can see by this graph that the summer months and December stay very busy. The 2021 year slow downs shows from August to November.

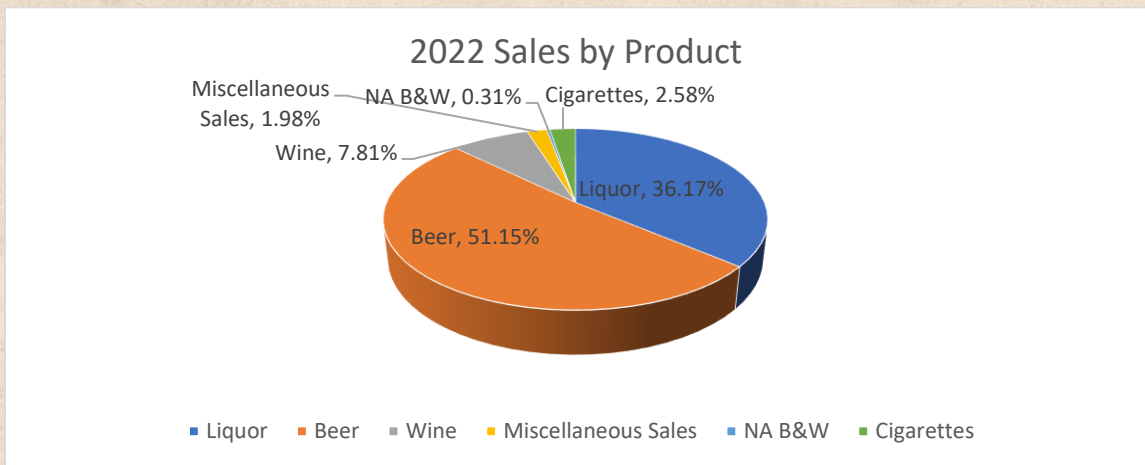


Here are the number of customers by month for the last 5 years. Again 2021 line shows the decline for the remodeling.

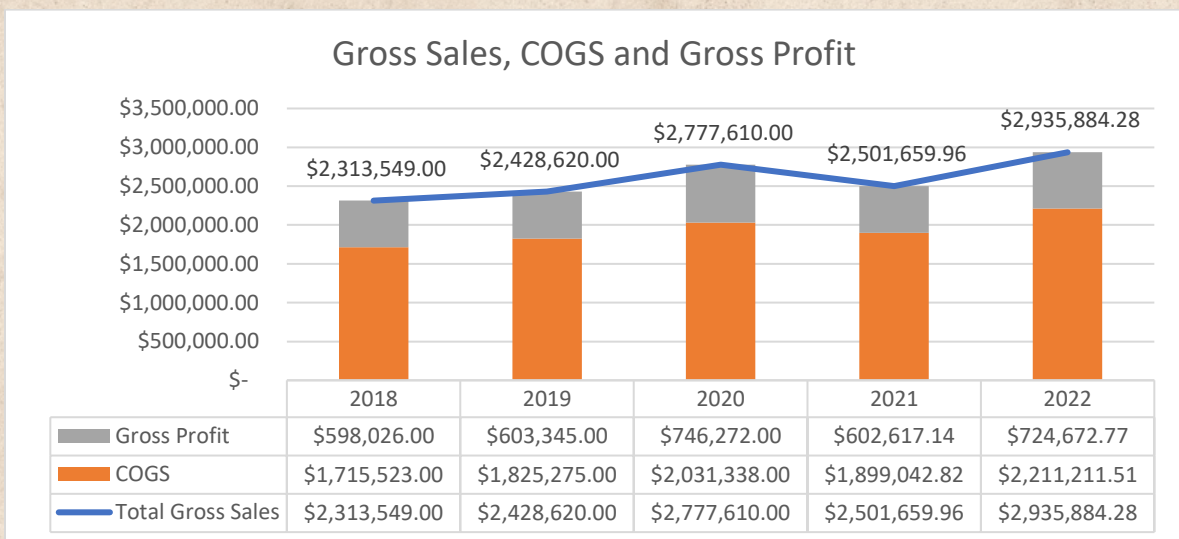




The next chart shows the 2022 Sales by product. Beer is #1 at 51.15% with Liquor coming in at 36.17%.



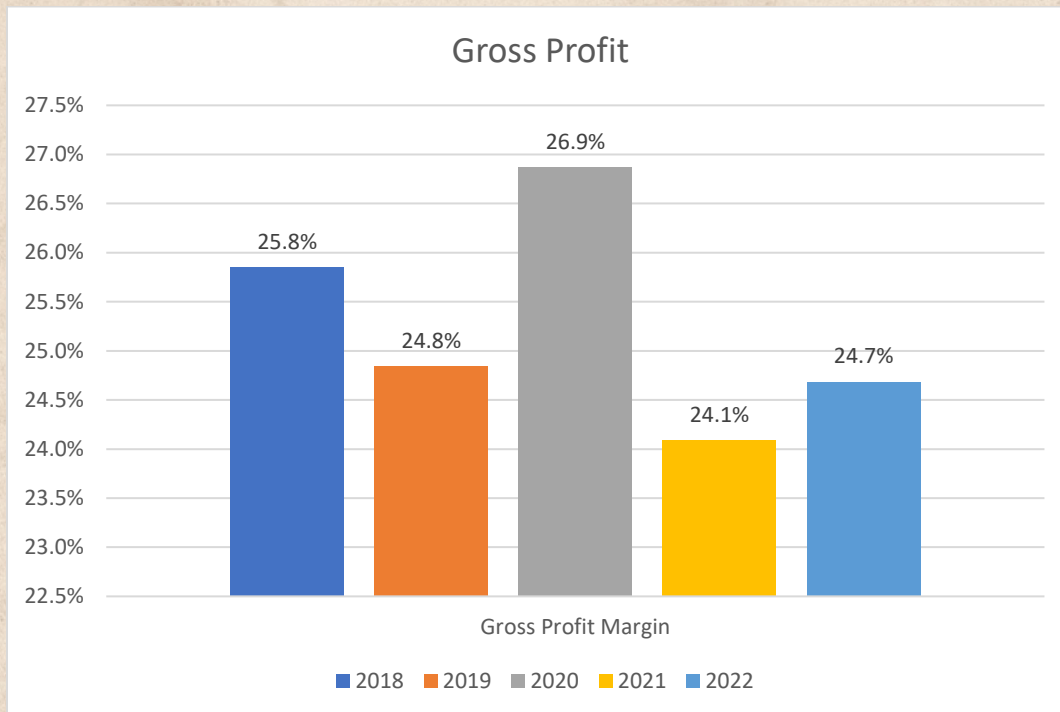
After gross sales, this next graph shows the relationship gross sales to cost of goods sold (COGS) and the gross profit that is created. Cost of goods sold is what the Bottle Shop pays for the liquor, beer, wine and miscellaneous. Once that is deducted from the gross sales you have the gross profit amount.





## Gross Profit Margin

The Bottle Shop shoots to have a gross profit margin of 25%. As you can see, it has hovered there for the last 5 years. This is generated by taking the Gross Profit and dividing it by the Gross Sales.



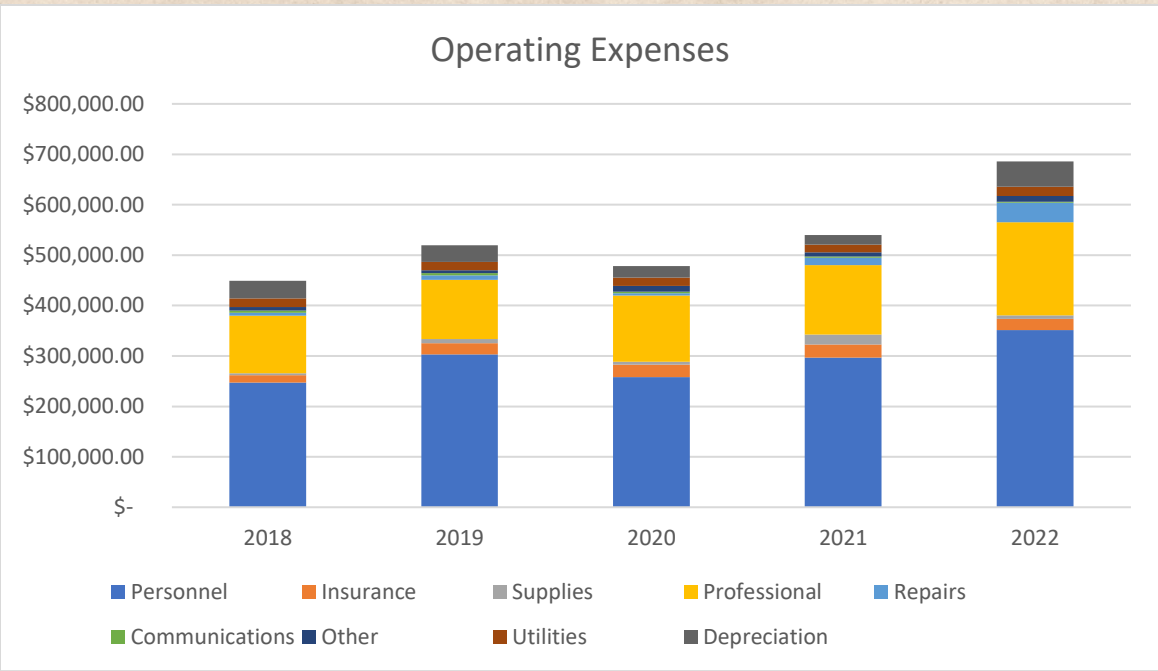


# Operating Expenses

The costs for running the liquor store operations is broken down into the following categories: Personnel, insurance, supplies, profesional services, repairs and maintenance, communications, other, utilities and depreciation.

The biggest line item is the personnel line. The shop employs three full-time staff. The manager, the assistant manager and a full-time clerk. The full-time clerk was added 2021. During 2022, the hourly rates of the part-time employees was looked at and council decided to adjust the wage up to be comparable to other jobs in the area.

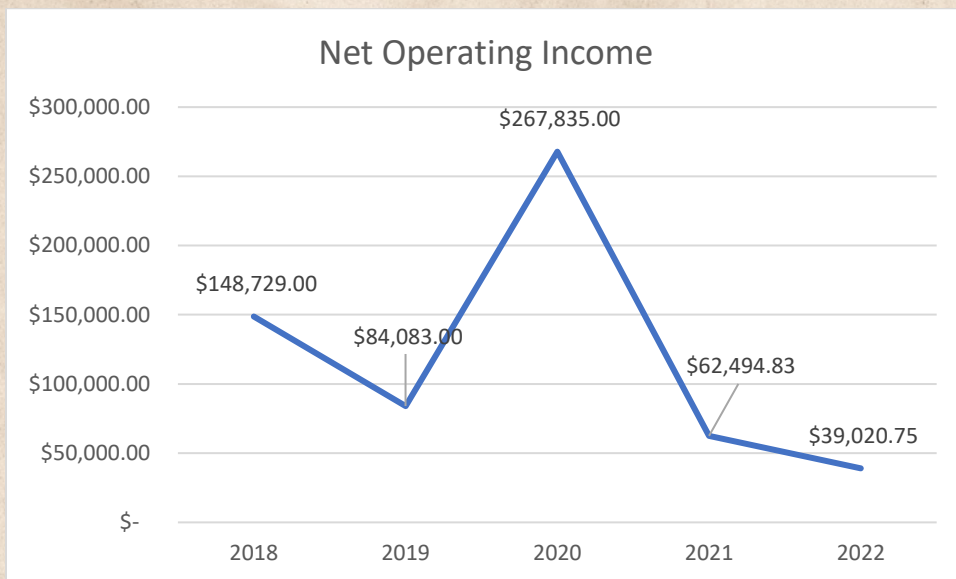
The next biggest line item is the professional services line. This line includes auditing costs, computer consulting costs, administration charge (this is transferred to the general fund) and the cost of credit card processing.





## Net Operating Income

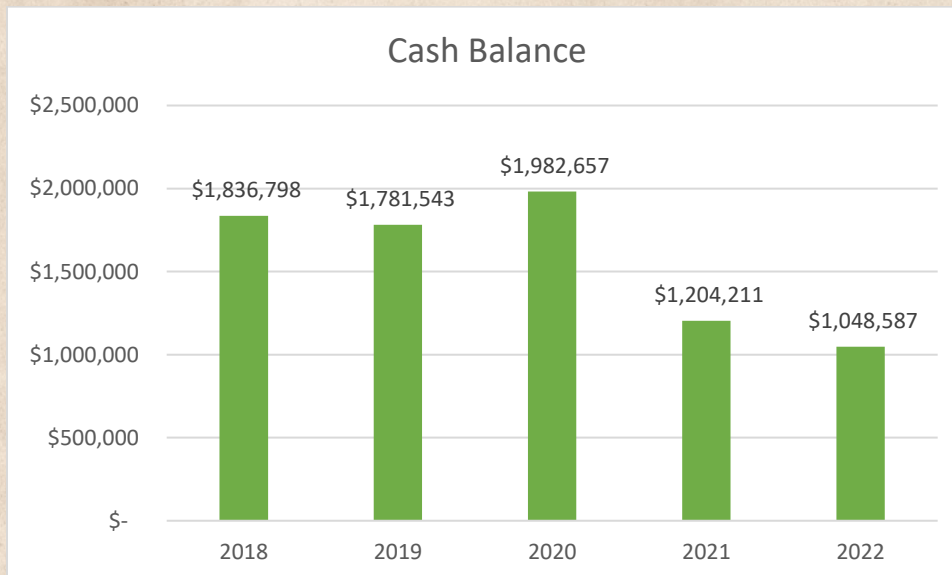
Net Operating Income is the amount left over after operating expenses are subtracted from gross profit. The trend is downward right now except for the exceptional year of 2020. Inflation is hitting everyone including city operations. Please note that 2022 amount is unaudited. This is the amount before any transfers that this city makes out of this fund.





## Cash

The cash balance has dropped in the last couple of years. The reason for this drop is the remodeling project that occurred in 2021. The overall costs associated with the remodeling amounted to \$920,945. This included the construction contract, architectural fees, and any miscellaneous costs associated with the project.





## 2022 Trends

In 2022 we experienced one major trend, and that was Bourbon! Our Bourbon sales increased by \$32,000 from 2021, which was a 33% increase. The majority of the increase came from your “non-traditional” brands. But our top selling Bourbons were still Jack Daniels, Jim Beam and Evan Williams. Bourbons were so hot that the MMBA started picking barrels for our own allocation. Just those Bourbons we sold over \$1,600.





## Liquor Store Remodeling Project-2021

Here are a couple pictures before the remodeling project:





And the after pictures:









## Special Events throughout the year

### MMBA Support the Troops



### MMBA Fire Fighter Fundraiser



### MMBA Vikings Children's Fund





With more space comes bigger and better displays.





Liquor store Larry often makes his presence felt in our displays...he's become somewhat famous!

