



CITY COUNCIL REGULAR MEETING

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

Monday, December 02, 2024 at 6:00 PM

AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
 - A. City Council Minutes - November 18, 2024
 - B. City Council Special Meeting Minutes - November 12, 2024
 - C. City Council Work Session Minutes - November 12, 2024
 - D. Towing Agreement
 - E. DNR Releaf Grant Project – Final Payment
 - F. Quicksilver Street Surface Improvement Project – Final Payment
 - G. 2025 Business License Renewals
Resolution 2024-45 Adopting the license renewals for 2025
 - H. Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
 - A. 2025 Proposed Budget Presentation
Resolution 2024-42 Certifying taxes payable in 2025
Resolution 2024-43 Adopting a budget for 2025
8. **OLD BUSINESS**
 - A. Ordinance Amendment – Chapter 2-9-1 Fee Schedule, Second Reading
Ordinance 337 Amending section 2-9-1 of the city code regarding the fee schedule
Resolution 2024-44 Summary Publication of Ordinance 337
 - B. LELS 319 Union Labor Agreement (Police Officers)
 - C. LELS Local 411 Labor Agreement (Sergeants)
9. **NEW BUSINESS**
 - A. Hwy 47 Reconstruction - City Infrastructure
 - B. Ordinance of the City of St. Francis to Regulate Cannabis Business Registration - First Reading
Ordinance 338 Adding Chapter 6, Section 13 of the St. Francis City Code to Regulate Cannabis Businesses
 - C. MS4 – Annual Opportunity for Public Input
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
12. **COUNCIL MEMBER REPORTS**
13. **UPCOMING EVENTS**
 - December 12 - Santa at St. Francis Police Department 5:00 pm - 7:00 pm
 - December 16 - City Council Meeting - 6:00 pm
 - December 18 - Planning Commission Meeting - 7:00 pm
 - December 24 - City Offices closed - Christmas Eve
 - December 25 - City Offices closed - Christmas Day

Starting December 16th City Council Meetings and Planning Commission Meeting will be held at City Hall located at 3750 Bridge St NW

14. ADJOURNMENT

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA

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

November 18, 2024

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 Joe Muehlbauer.

2. ROLL CALL

Members Present: Mayor Joe Muehlbauer, Councilmembers Kevin Robinson, Crystal Kreklow, Sarah Udvig, and Mark Vogel.

Also present: City Administrator Kate Thunstrom, Community Development Director Jessica Rieland, Assistant City Attorney Dave Schaps (Barna, Guzy & Steffen), Deputy Administrator-Public Works Director Paul Carpenter, Police Chief Todd Schwieger, Finance Director Darcy Mulvihill, Liquor Store Manager Joe Pfeifer, City Engineer Craig Jochum (Hakanson Associates, Inc.), and City Planner Beth Richmond (HKGi).

3. APPROVAL OF AGENDA

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

Ayes: Kreklow, Udvig, Vogel, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

4. CONSENT AGENDA

- A. City Council Minutes - November 4, 2024
- B. City Council Work Session Minutes - October 28, 2024
- C. Compensation Study – Phase I Implementation
- D. Financial Policies
- E. Payment of Claims

MOTION BY: KREKLOW SECOND: VOGEL APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA

Ayes: Kreklow, Udvig, Vogel, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

5. MEETING OPEN TO THE PUBLIC

Mayor Muehlbauer 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 – Chapter 6 – Section 13 Taxicabs -2nd Reading

***Ordinance 335 - Removing Chapter 6-13 Taxicabs from City Code**

***Resolution 2024-40 - Authorizing Summary Publication of Ordinance 335**

City Administrator Thunstrom reviewed the Staff report in regard to the request to remove the taxicab ordinance from City Code.

MOTION BY: VOGEL SECONDED: ROBINSON TO ADOPT ORDINANCE 335 REMOVING CHAPTER 6-13 TAXICABS FROM CITY CODE.

A roll call vote was performed:

Mayor Muehlbauer	aye
Councilmember Vogel	aye
Councilmember Robinson	aye
Councilmember Kreklow	aye
Councilmember Udvig	aye

Motion carried: 5-0

MOTION BY: UDVIG SECONDED: KREKLOW TO ADOPT RESOLUTION 2024-40 AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 335.

Ayes: Kreklow, Udvig, Vogel, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

B. Rum River Preserve of St. Francis PUD – 2nd Reading

***Ordinance 336 Approving rezoning 3503 Bridge St NW from B-1 to The Rum River Preserve of St. Francis PUD**

***Resolution 2024-41 Authorizing Summary Publication of Ordinance 336**

Community Development Director Rieland reviewed the Staff report concerning the Rum River of St. Francis PUD.

MOTION BY: ROBINSON SECONDED: KREKLOW TO ADOPT ORDINANCE 336 APPROVING REZONING 3503 BRIDGE ST NW FROM B-1 TO THE RUM RIVER PRESERVE OF ST. FRANCIS PUD.

A roll call vote was performed:

Mayor Muehlbauer	aye
Councilmember Vogel	aye

Councilmember Robinson aye
Councilmember Kreklow aye
Councilmember Udvig aye

Motion carried: 5-0

MOTION BY: VOGEL SECONDED: UDVIG TO ADOPT RESOLUTION 2024-41
AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 336.

Ayes: Kreklow, Udvig, Vogel, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

9. **NEW BUSINESS**

A. Communication Strategic Plan

Thunstrom reviewed the Staff report in regard to the Strategic Plan. She reviewed the responses that they received from the survey.

Robinson shared he is disappointed at the lack of feedback received. He noted that the City's website is difficult to navigate on a cell phone. He stated the newsletter seems to be positive to the residents and said the Council should have more contributions to these. He shared his appreciation for Staff's work on this. He encouraged the use of QR codes as much as possible.

Vogel said that the newsletter and the City website are the two best avenues to communicate with the public. He suggested finding a way to keep the residents updated on developments. Thunstrom shared that the website does have a projects page which they try to keep up with public developments.

Udvig shared that the website is definitely something they need to work on.

Mayor Muehlbauer thanked the residents who did respond to the survey. He asked if they are interested in considering a mobile app down the line. He stated residents are asking for this but he wonders how much it will actually be utilized.

Vogel said the app can be something they pursue in the future; however, they need to get the website under control first. He stated he would also be comfortable with just having a robust, detailed website. Udvig agreed.

Kreklow noted she goes back and forth on the idea of having a City app. She stated the website already has all of the information and they are also on social media platforms. She said the app would just be an added expense and an additional app on her phone with the same information that could be found elsewhere. Robinson agreed.

MOTION BY: KREKLOW SECONDED: VOGEL TO REVIEW AND ADOPT THE
COMMUNICATION STRATEGIC PLAN.

Ayes: Kreklow, Udvig, Vogel, Robinson, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

B. Ordinance Amendment – Chapter 2-9-1 Fee Schedule, 1st Reading
*Ordinance 337 Amending Chapter 2 Section 9 of the City Code regarding the Fee Schedule

Thunstrom reviewed the Staff concerning updates to the fee schedule.

Vogel asked what is involved with someone having an event at the Community Center and if the \$50 fee covers this. Thunstrom shared that at the existing building, they do not have Staff present for these events, and the fee is tied to cleaning and maintaining the space.

Vogel asked how long the renewal is for the Community Center. Thunstrom said it can be anywhere from an hour to a full day.

Vogel said these fees seem really low and would like to look at raising this. He added that he definitely thinks the fee needs to be raised for non-residents. Thunstrom shared that between the first reading of this ordinance tonight and the second reading at the next meeting, Staff could pull comparisons from other cities and present those with the second reading.

Robinson agreed. He asked if this takes into account the wage increases for the Staff that will be cleaning and maintaining the space. He added that the amenities and square footage of the space matter when looking at comparing their rates to other cities. He said he wants to make sure these fees are fair and equitable.

Udvig asked how these fees will be changing once they move it to the new building. Thunstrom shared that they are not ready to tackle what this will look like at the new building. She noted a greater discussion will need to be had to figure out the new building.

Vogel asked about the insurance requirements for someone using this space. Thunstrom explained that those using the room have to sign a room rental agreement which includes a waiver. She added that they do not request the users to pull specific insurance coverage for this.

Vogel asked about the liability insurance aspect of this. He shared that when his church rents out space, they require the user to have their own event insurance. Mayor Muehlbauer stated the waiver would likely cover this.

Udvig asked if they have had any issues with the rental space being damaged. Thunstrom said no.

MOTION BY: ROBINSON SECONDED: UDVIG TO ADOPT ORDINANCE 337 AMENDING CHAPTER 2 SECTION 9 OF THE CITY CODE REGARDING THE

FEE SCHEDULE.

A roll call vote was performed:

Mayor Muehlbauer aye
Councilmember Vogel aye
Councilmember Robinson aye
Councilmember Kreklow aye
Councilmember Udvig aye

Motion carried: 5-0

10. MEETING OPEN TO THE PUBLIC - NONE**11. REPORTS****A. Fire Department Monthly Report - October**

Thunstrom shared that Fire Chief Schmidt is currently on a call and was unable to attend the meeting. She said they can carry this report over to the next meeting if they have any questions.

Mayor Muehlbauer noted they do not usually have questions on this report, and if they do have questions, they can contact him directly.

12. COUNCIL MEMBER REPORTS

The Council shared the meetings and events they attended in the past few weeks, as well as highlighting upcoming events.

Vogel shared that there was a resident who reached out to him about the intersection outside of City Hall and concerns with people not stopping at the stop sign at Cree Street. He suggested putting some kind of lights on the stop signs so people know they are there. Public Works Director Carpenter said he has not heard anything about this but they can discuss it and see what can be done.

13. UPCOMING EVENTS

November Planning Commission Meeting Cancelled

November 28 - City Offices Closed

November 29 - City Offices Closed

December 02 - City Council Meeting - 6:00 pm

December 03 - City Hall (Cree St) Closed - Moving to new facility

December 04 - City Hall (Cree St) Closed - Moving to new facility

December 16 - City Council Meeting - 6:00 pm (New Building - 3750 Bridge St NW)

December 18 - Planning Commission - 7:00 (New Building - 3750 Bridge St NW)

14. ADJOURNMENT

MOTION BY: KREKLOW SECOND: VOGEL TO ADJOURN THE MEETING.

Ayes: Kreklow, Udvig, Vogel, Robinson, and Mayor Muehlbauer.
Nays: None
Motion carries: 5-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 6:37 p.m.

Jennifer Wida, City Clerk

DRAFT

CITY OF ST. FRANCIS
CITY COUNCIL AGENDA
St. Francis Community Center 23340 Cree St NW
November 12, 2024
5:30 p.m.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The special City Council meeting was called to order at 5:30 p.m. by Mayor Joe Muehlbauer.

2. ROLL CALL

Members Present: Mayor Joe Muehlbauer, Councilmembers Kevin Robinson, Crystal Kreklow, Mark Vogel, and Sarah Udvig.

Also present: City Administrator Kate Thunstrom, Deputy City Administrator/City Clerk Jenni Wida.

3. APPROVAL OF AGENDA

MOTION BY: ROBINSON SECOND: KREKLOW APPROVING THE SPECIAL CITY COUNCIL AGENDA

Ayes: Kreklow, Udvig, Robinson, Vogel, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

4. NEW BUSINESS

A. Canvass 2024 General Election Results

City Clerk Wida reviewed the Staff report and the results from the 2024 General Election. She reviewed the turnout results for all precincts. She shared Mark Vogel has been elected Mayor and the Councilmembers elected are Amy Faanes and Joe Muehlbauer.

Robinson asked why there was a delay in results from the County. Wida explained that during the last legislative session, they elected to have City Halls open until 8:00 p.m. to receive absentee ballots. She shared that for anything that was received after 3:00 p.m. that day, the County had election judges that went out to pick up those ballots. She said they had 650 ballots that they had to open and insert into the machine to be counted.

MOTION BY: KREKLOW SECOND: VOGEL TO CANVASS THE 2024 GENERAL ELECTION RESULTS.

Ayes: Kreklow, Udvig, Robinson, Vogel, and Mayor Muehlbauer.

Nays: None

Motion carries: 5-0

5. **ADJOURNMENT**

There being no further business, Mayor Muehlbauer adjourned the special City Council at 5:34 p.m.

Jennifer Wida, City Clerk

DRAFT

CITY OF ST. FRANCIS
CITY COUNCIL WORK SESSION AGENDA
St. Francis Area Schools District Office 4115 Ambassador Blvd. NW
November 12, 2024
5:30 p.m.

1. **CALL TO ORDER**

The City Council Work Session meeting was called to order at 5:35 p.m. by Mayor Joe Muehlbauer.

2. **ROLL CALL**

Members Present: Mayor Joe Muehlbauer and Councilmembers Kevin Robinson, Crystal Kreklow, and Mark Vogel.

Also present: City Administrator Kate Thunstrom, Deputy Administrator-City Clerk Jenni Wida, Deputy Administrator-Public Works Director Paul Carpenter, and Finance Director Darcy Mulvihill

3. **AGENDA ITEMS**

A. **Council Appointments**

City Administrator Thunstrom reviewed the Staff report in regard to Council appointments for 2025. She said she will need the decisions by mid-December so they can be approved by the first meeting in January.

The consensus of the Council was to discuss and consider the different appointments and come back with their decisions at a later date.

B. **Compensation Study Implementation**

Thunstrom reviewed the Staff report concerning the compensation study and its implementation.

Udvig said she is supportive of moving forward with Phase 1 and waiting on Phase 2 for now. She noted they need to start to get people up to the suggested wages. She added that they did this study for a reason and if they do not implement any of the suggested changes then they were not being wise with the taxpayer money they spent on this.

Kreklow asked if the budget for 2025 takes into consideration the new wages. Finance Director Mulvihill shared that the budget that they are proposing will cover these wage increases.

Kreklow asked if the City's financial forecast is able to handle Phases 1 and 2. Mulvihill stated they will have to look at phase 2 with the budget and see how they can implement this. She noted there are different ways they can do this and that will depend on what next year's budget can handle.

Robinson asked if they have any comparisons to similar jobs in the private sector. Thunstrom explained that they do not typically get compared to the private sector because the job structures are so different. She noted the pay between the private sector and the City is not a comparison due to differences in benefits.

Robinson asked if any of these are at the discretion of the City Administrator has far as capabilities, overall knowledge, and ability to complete their assigned tasks. Thunstrom explained that they should be putting all roles into implementation as if they do not put every role into consideration then they will need to look at a structure to determine what qualifications have to be met before the role can be implemented into the wage increase plan.

Robinson shared that he wants to be sure they are leaving room for people to grow in their roles. He stated he wants the steps to be reflective of someone's potential. He added that he is supportive of phase 1. He noted he hopes the residents and Staff appreciate the work that was put into this study.

Vogel asked if someone were to come in and only have some of the qualifications needed for a role if they would automatically be put on the pay scale they are discussing. Thunstrom explained that the job description gets scored and that is how they decide the pay scale of the roles. She noted they decide the pay scale based on the position and not the person. She added that when someone applies for a position, they have to score into the job posting so they will only get an interview if they meet the qualifications.

Vogel asked if Abdo looked at the job descriptions for every role during the study. Thunstrom said yes and explained that Abdo went through every job description and scored them into the new scoring criteria.

Vogel said he is okay with Phase 1 since it has already been accounted for within the budget. She added that there are not very many positions that overlap that could

Kreklow asked if there will be any potential for 'leapfrogging' when implementing phase 1. Thunstrom said no as they have so few employees. She added that there are not very many positions that overlap. Mulvihill added that they have to do pay equity every few years and part of Abdo's process is to check the pay equity that they have to send to the State and Phase 1 passed.

Kreklow asked if people will automatically start at the first step when they are hired by the City or if there is leeway to start them farther along in the steps. Thunstrom said they have started some people higher than step one to be competitive with the market. She said in the last few years they have had to start people between steps two and four just to get someone in the door.

Robinson asked if there is a probationary period before being added to the steps. Thunstrom explained that the personnel policy calls out that at the six-month mark from someone's hire date, they can be moved up a step. She said they have started people a little lower than they are looking for knowing that after six months they will be bumped up a step.

Robinson asked how the City fared as far as equity pay goes. Thunstrom stated the City continues to pass the equity requirements and have never had any issues with the State.

Robinson asked if these new numbers will be sent to the State or the League of Minnesota Cities. Mulvihill shared that this will be a part of the League of Minnesota Cities survey and pay equity will be tested in January.

Mayor Muehlbauer shared that he supports phase 1 as it is the purpose of why they authorized this study.

The consensus of the Council was to move forward with implementing phase 1 of the recommended compensation study wage increases.

C. 2025 Levy portion of the budget

Mulvihill reviewed the Staff report in regard to the 2025 levy ahead of the public hearing and official adoption.

Vogel asked where they got the meeting house value from. Mulvihill said they got this from the County.

Vogel asked what the property value is for the exclusion to drop off. Mulvihill said it is around \$485,000.

Vogel noted that none of the examples given include a property valued over the exclusion amount. He said he would like to see an example of a property so he can see what this does to the taxes. Mulvihill shared that at a \$485,000 value, the property owner would have paid \$2,428 last year and \$2,588 this year for just the City portion of taxes.

Vogel shared that his concerns with the budget have stayed the same since the last time that they discussed this.

Mulvihill asked if they were thinking about making any additional cuts to the budget.

Robinson stated they have made the decision to move forward with funding parks. He added that he is glad that they are not assessing residents for the streets. He explained that the Council is trying to do the things that the residents want and ask for and it takes money to do these things. He said he thinks the proposed levy

budget is reasonable and if they were to make any cuts they would be going backwards. He stated he is content where the budget is at.

Kreklow shared that she had originally wanted to look at using funds from the reserves to buy down the levy; however, after reviewing this, it would not make a significant enough difference. She stated the City's agencies and departments already run rather lean and she is not interested in making any cuts. She said she is comfortable with the levy as presented.

Udvig agreed with Kreklow. She explained that the Council always spends a lot of time on budget discussions as it affects the taxpayer's everyday lives, and she does not see anything that they could cut that would make an impact that anyone would notice. She said she is happy with where the budget is currently.

Mayor Muehlbauer said he is not a fan of the total levy amount; however, it is what it is and he does not see how they could make changes to this. He stated that they are funding the streets and parks more than ever before to get them under control to help in the future.

Mulvihill shared that the proposed notices will be going out to residents over the next two weeks ahead of the truth and taxation hearing.

The consensus of the Council was to move forward with the 2025 levy as presented.

D. 22746 Rum River Blvd NW Property Discussion

Public Works Director Carpenter reviewed the Staff report concerning 22746 Rum River Blvd NW.

Udvig said she is always interested in ways that they can give the residents more opportunities within the City. She noted this is one of those kinds of properties that do not come up often, but when it does, it is a great idea for them if they are in the financial position to acquire the property it would be a huge asset to the City.

Kreklow asked if there is a proposed cost for this property. She asked what kind of budget they would need to make this property into a Community Center. Carpenter said they have not been given a cost. He explained that he would have to get bids on the project to determine how much it would cost to get the property set up for a Community Center.

Kreklow asked if the existing home had a finished basement. Carpenter said it does have a basement; however, it is not finished. He said the project would involve taking out some walls to open up the space, put in an ADA bathroom, and work to the front access to allow for wheelchairs to get in and out.

Robinson said he is not normally in favor of the City acquiring new property; however, this is too nice of a property to not consider. He shared that a member of the Parks and Recreation Commission had approached him about the need for a space where Children can go after school. He stated there is a lot of potential with this property as it is right next to the park and already has good parking. He added that they already have a Facility Technician on the payroll who would be able to help with the upkeep of the building. He shared that he asked Mulvihill if they have the funds to purchase this property, and he was told that they have saved some resources from the existing building. He noted that he always wants to do more for the community and while they do not have \$200,000 for a new splash pad, they do have the funds to acquire this building. He said he sees more benefits than downsides to acquiring this building.

Vogel stated this is an opportunity that is almost too good to pass up because of the ideal location. He noted there is likely no way that they would be able to purchase this property for less than \$200,000 and the ADA work will likely cost another \$100,000. He said this is something he would like to pursue; however, they will likely have to sacrifice something else to get this. He stated they need to have an honest discussion about selling another City-owned property in order to purchase this one.

Udvig shared that if they do not purchase this property, someone else could purchase it and move in and take advantage of the park system.

Mayor Muehlbauer shared that he agrees with Vogel on this one. He noted that with everything going on right now with the increase in the levy and budget we would like to take a break on spending extra money; however, if there is something that they would be able to sell in order to purchase this location then it is a great opportunity.

Robinson asked if they knew about the revenue from the last year for events that had been held in City rental spaces. Carpenter said he did not know.

Robinson agreed with Mayor Muehlbauer and Vogel that they could sell another City property in order to purchase this one.

Thunstrom explained that the City owns 40 acres of land that have had several different plans fall through over the years. She noted that for future development on this property, it would require water and sewer connections to be in place. She stated the value of this property is struggling if they get the infrastructure down. She added that the City also owns 180 acres but there is a stipulation on when they can sell the property. Mulvihill explained that they used bond proceeds for this property and because they are still paying off the bond, they cannot sell it.

Thunstrom shared that she had a conversation with the realtor in regard to this building and it currently holds a decent sale value. She noted that as the property

is aging and the market is increasing, they may never hit an equal point to this property. She added that they are looking at possibly having a municipal cannabis dispensary on this property as well.

Robinson asked if the existing building could be a shared Community Center and dispensary if they kept it. Thunstrom explained that there are parking issues at the current site. She added that they would also need to look at the minimum space size that they could have a dispensary in.

Kreklow said she would not want a Community Center right next door to a dispensary as they want the Community Center as a place for children to go.

Robinson asked if the 40 acres the City owns could be used for residential housing. Thunstrom stated she believes it is already zoned residential. She added this is within the MUSA and it cannot be developed until there is sewer and water in the area.

Robinson asked which parcel Oak Grove has asked for future consideration for. Carpenter said it is the parcel just on the east side of town.

Robinson asked if they could remove this parcel from the MUSA. Thunstrom explained that if they did this, it would make the rate users really struggle.

Mulvihill reiterated that they were able to save some money in the building fund and they will not be delving into this as the new building is being covered by the bonding so they would be able to use this fund for the purchase of the new building.

Robinson asked if this money can only be used on buildings or if it can be used in other areas. Mulvihill said it has been set aside in the building fund; however, they can move it if they want to; however, they will still need to build it back up for building maintenance.

Kreklow asked if this is something that they can tentatively move forward with getting some pricing on so they can have some more discussions on whether or not they want to move forward. Carpenter shared that he has been following the park plan very closely and a Community Center has been in the top four requests. He said he can move forward to look at pricing and bring it back to the Council.

Mayor Muehlbauer asked what exactly this Community Center would be. He said when people think of Community Centers, they are likely thinking of multi-million dollar buildings with a lot of amenities.

Vogel asked what the timeline looks like for the property being sold. Carpenter said they do not know a timeline, but he can find out.

The consensus of the Council was to direct Staff to get pricing and numbers for this property and bring it back to the Council for further review.

E. Fee Schedule – Environmental Assessment Worksheet (EAW)

Thunstrom reviewed the Staff report concerning the fee schedule for an EAW at the Rum River Inn.

Mayor Muehlbauer asked if the EAW is needed only because the building is historical. Thunstrom said yes.

Mayor Muehlbauer asked if they would be able to designate the property a nuisance. Thunstrom explained that the City would be responsible for the EAW if they classified it as a nuisance.

Robinson asked if they classified it as a nuisance if the City would end up owning the building. Thunstrom explained that if they did this, they would assess the amount and it would go to the County, which does not have to sell it to the City.

Mayor Muehlbauer asked if they were to move forward with the fee schedule as it is, but a future developer was to come and ask the City for assistance with the EAW, if the Council would have the option to help at a later time. Thunstrom stated this is an ordinance that is in the City Code.

Kreklow asked if any of the interested developers have expressed interest in tearing the building down and starting over. Thunstrom shared that they did an exercise with HKGi on this and in order for the whole site to be developed, the pole barn would also have to come down. She explained that in this exercise where they tore both buildings down, they would be able to rebuild about a 3500 square foot building on the site. She stated if they were to remodel this building it would likely cost over \$700,000 to remodel. She shared that they are working with two developers on this site, and one is interested in tearing the building down. She added that someone else was looking at the possibility of tearing down the existing building and using the pole barn as the primary structure.

Kreklow asked if they are legally obligated to honor what is in the fee schedule currently. Thunstrom explained that the current fee schedule is misleading as they would only be collecting the \$500 in escrow but would need to collect the other \$45,500 for the EAW at a later time. She said it will be a very tough conversation of what the cost of this EAW will be.

Robinson asked if the bank who owns the property has any responsibility in this. Thunstrom explained that the lender is likely just sitting on this property and taking it as a loss. She shared that they could start pushing the vacant building codes which may speed up the process; however, there is concern that if they put too many assessments on the property then they would struggle to get it moved on the back end as someone would not want to buy it with assessments on it.

Robinson asked if they would be able to waive the assessments later on. Thunstrom said yes and noted this could be negotiated with the developer.

Robinson asked if the EAW is universal or if it is only good for one site plan. Thunstrom explained that when they start an EAW process, they have to compare apples to apples so they would need to have the site plan that would have to walk through this land use process, otherwise they would have to start over. She said they need to know exactly what is being built before they start the EAW process.

Robinson suggested starting the nuisance process now.

Vogel asked if the exercise that they worked up with HGKi for a 3,500-square-foot building included space for parking. Thunstrom explained that in order to get a building of that size on the site, they would have to use the existing street parking with overflow parking at the park across the street.

Vogel said he is in favor of updating the fee schedule. Mayor Muehlbauer agreed.

The consensus of the Council was to move forward with updating the fee schedule for the EAW.

4. **ADJOURNMENT**

There being no further business, Mayor Muehlbauer adjourned the City Council Work Session at 6:56 p.m.

Jennifer Wida, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Todd Schwieger, Police Chief
SUBJECT: Towing Agreement
DATE: December 2, 2024

OVERVIEW:

On October 4th, 2024, the City was advised that Ark Towing and Recovery had dissolved and has assigned its interests in the Towing Agreement to Twin Cities Transport and Recovery.

On October 7th, 2024, City Council approved releasing a Towing Services Request For Proposal (RFP) to obtain future tow services for the City of St. Francis. The RFP was released on October 8th, 2024, with a deadline of October 23rd, 2024.

On October 11th, 2024, the City entered into an agreement with Twin Cities Transport and Recovery who expressly agreed to perform towing services in accordance with all of the terms and conditions outlined in the Memorandum of Understanding (MOU) with Ark Towing and Recovery.

The RFP window closed on October 23rd at 4:30 p.m. Three proposals were submitted by the closing date/time which included Twin Cities Transport and Recovery, North Star Towing Inc., and Leaf’s Towing and Recovery. Proposals were reviewed against the standards of Equipment, Facilities, Personnel, Operational Structure, References, Pricing, and Financial Stability. After careful review of the three proposals, it was determined that Twin Cities Transport and Recovery had the technical qualifications and ability to best meet the City’s towing needs.

Upon City Council approval the Contract for service shall commence on January 1, 2025, and terminating on December 31, 2027 (“Initial Term”) unless terminated sooner pursuant to the termination provision of the contract or extended as herein provided. The term of this agreement shall automatically renew for one (1) additional period (“Additional Period”) commencing on January 1, 2028, and terminating on December 31, 2030, upon all of the other terms, conditions, covenants and provisions set forth herein unless either party elects not to renew.

ACTION TO BE CONSIDERED:

City Council approval of the Towing agreement between the City of St. Francis and Twin Cities Transport and Recovery.

BUDGET IMPLICATION:

Twin Cities agrees that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that Twin Cities assumes all responsibility for any and all unpaid charges.

Attachments:

- Towing Agreement between the City of St. Francis and Twin Cities Transport and Recovery

**TOWING AGREEMENT
BETWEEN
THE CITY OF ST. FRANCIS
AND
Twin Cities Transport and Recovery, Inc.,**

THIS AGREEMENT entered into on December 2, 2024 by and between the City of St. Francis, a municipal corporation, hereinafter referred to as “City”, and Twin Cities Transport and Recovery, Inc., hereinafter referred to as “Twin Cities”.

WHEREAS, in October of 2024, the City requested a proposal for the purpose of retaining a service to provide towing, impounding and storage of motor vehicles for the City 24 hours per day, 365 days per year, and on an as needed and directed basis; and

WHEREAS, the City conducted a Request for Proposal process to obtain bids from qualified towing companies; and

WHEREAS, Twin Cities, upon submission of proposals to the City, the City has determined that Twin Cities has the ability to perform towing services for the City of St. Francis as requested in the Request for Proposal process.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, in consideration of each party’s promises, and considerations herein set forth, as follows:

1. **INCORPORATION.** The parties hereby agree that the following are incorporated into and made part of this agreement:
 - a. Recitals set forth above;
 - b. Twin Cities rate schedule of towing service, as updated and attached hereto in Exhibit A.

2. **INITIAL TERM AND AUTOMATIC RENEWAL.** This Contract for service shall commence on January 1, 2025 and terminating on December 31, 2027 (“Initial Term”) unless terminated sooner pursuant to the termination provision of paragraph 9, or extended as herein provided.

The term of this Contract shall automatically renew for one (1) additional period ("Additional Period") commencing on January 1, 2028 and terminating on December 31, 2030, upon all of the other terms, conditions, covenants and provisions set forth herein unless either party elects not to renew. If either party elects to not renew this Contract for the Additional Term, it shall provide notice of termination pursuant to the provision of

paragraph 9 not less than ninety (90) days prior to the last day of the Initial Term. The renewal of this Contract is subject to the satisfaction of the following conditions precedent:

- (a) This Contract shall be in effect at the time of renewal and on the last day of the then current term.
- (b) Twin Cities shall not be in default of any provisions of this Contract at the time of renewal or on the last day of the then Initial Term.

There shall be no need to execute any new Contract or other instruments or agreements, it being understood that the provisions of this Contract shall govern the obligations of the parties hereto during the Additional Term. Hereinafter, all reference to the term of this Contract shall be deemed to be a reference as well to such Additional Period of time for which the Initial Term shall be so extended.

3. **SERVICES.** Twin Cities shall provide towing, impounding and storage for motor vehicle service as set forth in Twin Cities response to the City’s request for a proposal dated October 18, 2024. Request for services from the St. Francis Police Department must be given first priority by all towing dispatchers serving as agents for Twin Cities.

4. **COMPENSATION.** Twin Cities shall be entitled to a charge for its towing and storage services pursuant to the fees submitted in its response to the City on October 18, 2024 as described in Exhibit A. Twin Cities agrees that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that Twin Cities assumes all responsibility for any and all unpaid charges.

5. **INDEPENDENT CONTRACTOR.** The parties to this Agreement agree that Twin Cities, and any of its designated representatives or employees, is an independent contractor. Twin Cities and any of its designated representatives or employees, are not employees of the City and are not entitled to the benefits provided by the City to its employees, including but not limited to health, worker’s compensation and unemployment insurance, and pension or employee benefit plans. Twin Cities has and retains full control and supervision of the services and full control over the performance of the services required under this agreement.

6. **INDEMNIFICATION.** Twin Cities is solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to Twin Cities or its agents, until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof, or to an authorized police agency. Twin Cities agrees to indemnify the City and

hold it harmless from and against any and all claims, suits and actions against, and all loss, damage, costs or expense to the City, including attorneys fees and cost of defense that may be caused directly or indirectly by Twin Cities it's agents and/or employees related in any manner to the performance of this Agreement.

Twin Cities shall further indemnify the City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security and income tax laws, with respect to Twin Cities employees engaged in performance of this Agreement.

7. **INSURANCE.** During the term of this Agreement, Twin Cities shall procure and maintain at is own expense insurance in the following minimum amounts, as furthered in the City's RFP. Twin Cities shall provide the City with proof of said insurance prior to executing this Agreement and during each year of this Agreement. The City of St. Francis shall be named as an additional insured on said comprehensive general liability policy.

- a. Public Liability Insurance: \$2,000,000 Comprehensive General Liability (including assault and battery).
- b. Business Auto Policy with all coverage's (all vehicles) with \$1,000,000 limits.
- c. Garage Keepers Legal Liability.
- d. Workers compensation Insurance covering all employees of the Contractor, or its agents, working under this contract in accordance with Minnesota Workers' Compensation Law.

8. **TERMINATION.** Either party may terminate this Agreement with or without cause upon ninety (90) days written notice.

9. **SEPARABILITY.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

10. **NOTIFICATION INFORMATION.** Any notice to the parties herein shall be deemed to have been given or delivered on the date sent, if sent by certified mail addressed as follows, or to such other address as a party may subsequently request by certified mail:

To City: City of St. Francis
c/o City Administrator
St. Francis, MN

With a copy to: David R. Schaps Esq.
Barna, Guzy & Steffen, Ltd.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433

To: Twin Cities Transport and Recovery, Inc.
Ronald Gardas
1396 Concordia Avenue
St. Paul, MN 55104-5309

11. **THIRD PARTY BENEFICIARY.** This Agreement is created for the sole benefit of the parties hereto and shall not create any third party beneficiary rights.

12. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the parties.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties, and no statements, promises, or inducements made by either party that are not contained herein shall be valid or binding; this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed in this Agreement.

14. **JURISDICTION.** Any and all suits for any and every breach of this Agreement must be instituted and maintained in a court of competent jurisdiction in the County of Anoka, State of Minnesota.

15. **GOVERNING LAW.** The laws of the State of Minnesota in all respects shall govern this Agreement.

16. **BINDING AGREEMENT.** This Agreement shall be binding upon and extend to the respective representatives, heirs, successors and assigns of the parties hereto.

CITY OF ST. FRANCIS

By: _____
Mayor, Joseph Muehlbauer

By: _____
City Clerk Jenni Wida

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS.

Mayor, Joseph Muehlbauer, and City Clerk Jenni Wida respectively of the CITY OF ST. FRANCIS, acknowledged this instrument before me on _____, 2024.

Notary Public

TWIN CITIES TRANSPORT AND RECOVERY, INC.

By: _____
Owner/CEO

STATE OF MINNESOTA)
COUNTY OF _____) SS.

This instrument was acknowledged before me on _____, 2024 by
_____.

Notary Public

Exhibit A
Rate Information

Tow Charge	\$140
Mileage	\$5/loaded mile
Winching	Varies on time and difficulty (\$85 minimum)
Labor	Varies on time and difficulty
Debris Cleanup	\$25 minimum (Debris, Floor dry, hazardous waste disposal, etc.)
Storage Fees	\$40 per day outside storage \$45 per day inside storage
Notification Fee	\$40 per vehicle as needed (Follows MN Statutes 168B)



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: DNR Releaf Grant Project – Final Payment
DATE: December 2, 2024

OVERVIEW:

Attached is the Final Payment for the DNR Releaf Grant Project. This project included planting 117 new trees and removing 104 trees. This project is being funded by a grant received by the Minnesota Department of Natural Resources. This payment includes the final payment for all work in the amount of \$11,992.50. The final and original contract amount for this project was \$123,000.00. The final payment application is attached.

ACTION TO BE CONSIDERED:

Consider approval of the Final Payment for the DNR Releaf Grant Project.

BUDGET IMPLICATION:

This project is being funded by a grant received by the Minnesota Department of Natural Resources.

Attachments:

- Final Payment Application

Contractor's Application for Payment No. _____

To (Owner):	City of St. Francis	Application Period:	FINAL	Application Date:	November 25, 2024
Project:	DNR Releaf Grant	From (Contractor):	Rivard Companies, Inc.	Via (Engineer):	Hakanson Anderson

Application For Payment

Change Order Summary

Approved Change Orders	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ 1123,000.00
			2. Net change by Change Orders..... \$ 0.00
			3. Current Contract Price (Line 1 ± 2)..... \$ 1123,000.00
			4. TOTAL COMPLETED AND STORED TO DATE \$ 1123,000.00
			5. RETAINAGE:
			a. 0% X Work Completed..... \$ 0.00
			b. 0% X Stored Material..... \$ 0.00
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ 0.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 1123,000.00
			7. LESS PREVIOUS PAYMENTS..... \$ 111,007.50
			8. AMOUNT DUE THIS APPLICATION..... \$ 111,992.50
TOTALS	\$0.00	\$0.00	
NET CHANGE BY			
CHANGE ORDERS	\$0.00		

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 11/26/2024

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantities shown.

 (Engineer) Date: 11/25/2024

OWNER: CITY OF ST. FRANCIS

 (Owner) Date: _____

FINAL PAYMENT
City of St. Francis
DNR Release Grant

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	TREE PLANTING AND REMOVAL	1	LUMP SUM	\$ 123,000.00	\$ 123,000.00	1.00	\$ 123,000.00
Total					<u>\$ 123,000.00</u>		<u>\$ 123,000.00</u>



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom. City Administrator
FROM: Craig Jochum, City Engineer
SUBJECT: Quicksilver Street Surface Improvement Project – Final Payment
DATE: December 2, 2024

OVERVIEW:

Attached is the Final Payment Form for the Quicksilver Street Surface Improvement Project. The contractor has submitted the required IC-134 documentation. This final payment includes payment for all the work items completed for this project. The recommended final payment is \$42,698.54.

ACTION TO BE CONSIDERED:

Consider approval of the Final Payment for the Quicksilver Street Surface Improvement Project.

BUDGET IMPLICATION:

This project will be funded by local street funds. These funds are available and appropriate for this project.

Attachments:

- Final Payment Application
- IC-134 Forms

Contractor's Application for Payment No.

FINAL

To (Owner):	City of St. Francis	Application Period:	Through November 2024	Application Date:	November 13, 2024
Project:	Quicksilver Street Surface Improvement Project	From (Contractor):	North Valley, Inc.	Via (Engineer):	Hakanson Anderson

**Application For Payment
Change Order Summary**


Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

1. ORIGINAL CONTRACT PRICE.....	\$	\$42,185.59
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 ± 2).....	\$	\$42,185.59
4. TOTAL COMPLETED AND STORED TO DATE	\$	\$42,698.54
5. RETAINAGE:	\$	
a. 0% X Work Completed.....	\$	\$0.00
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$42,698.54
7. LESS PREVIOUS PAYMENTS.....	\$	
8. AMOUNT DUE THIS APPLICATION.....	\$	\$42,698.54

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 11/20/24

ENGINEER: HAKANSON ANDERSON

Certification: We recommend payment for work and quantities shown.

 Date: 11/14/24
 (Engineer)

OWNER:

 (Owner) Date

FINAL PAYMENT
City of St. Francis
Quicksilver Street Surface Improvement Project

Schedule 'A'

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 2,755.02	\$ 2,755.02	1	\$ 2,755.02
2	SAWCUT BITUMINOUS PAVEMENT – FULL DEPTH	45	LIN FT	\$ 5.06	\$ 227.70	45	\$ 227.70
3	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	24	SQ YD	\$ 11.68	\$ 280.32	24	\$ 280.32
4	AGGREGATE BASE CLASS II	41	TON	\$ 67.49	\$ 2,767.09	36.5	\$ 2,463.39
5	FULL DEPTH RECLAMATION	1160	SQ YD	\$ 7.29	\$ 8,456.40	1,188	\$ 8,660.52
6	MILL BITUMINOUS SURFACE	5.6	SQ YD	\$ 39.36	\$ 220.42	5.6	\$ 220.42
7	BITUMINOUS MATERIAL TACK COAT	73	GALLON	\$ 5.45	\$ 397.85	50	\$ 272.50
8	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B) 3.0" THICK	24	SQ YD	\$ 50.98	\$ 1,223.52	24	\$ 1,223.52
9	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	114	TON	\$ 101.13	\$ 11,528.82	120	\$ 12,135.60
10	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	153	TON	\$ 93.65	\$ 14,328.45	154.4	\$ 14,459.56
Total Schedule 'A'					\$ 42,185.59		\$ 42,698.54

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-552-731-872
Submitted Date and Time:	20-Nov-2024 8:30:10 AM
Legal Name:	NORTH VALLEY INC
Federal Employer ID:	41-1906523
User Who Submitted:	northva
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1043058688
Minnesota ID:	3744649
Project Owner:	CITY OF ST FRANCIS
Project Number:	N/A
Project Begin Date:	18-Oct-2024
Project End Date:	30-Oct-2024
Project Location:	QUICKSILVER ST IMP-ST FRANCIS
Project Amount:	\$42,698.54

Subcontractor Summary

Name	ID	Affidavit Number
MID STATE RECLAMATION INC	1719563	506187776

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Paula Carlson

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Wednesday, November 20, 2024 8:14 AM
To: Julia Ohmann
Subject: Your Recent Contractor Affidavit Request

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-052-885-728
Submitted Date and Time: 20-Nov-2024 8:13:44 AM
Legal Name: MID STATE RECLAMATION INC
Federal Employer ID: 39-1727526
User Who Submitted: Juliao
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 506187776
Minnesota ID: 1719563
Project Owner: ST. FRANCIS
Project Number: 24849
Project Begin Date: 18-Oct-2024
Project End Date: 18-Oct-2024
Project Location: QUICKSILVER ST - ST. FRANCIS, MN
Project Amount: \$3,500.00
Subcontractors: No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



**CITY COUNCIL AGENDA
REPORT**

TO: Kate Thunstrom, City Administrator
FROM: Jenni Wida, Deputy Administrator-City Clerk
SUBJECT: 2025 Business License Renewals
DATE: December 2, 2024

OVERVIEW:

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

ACTION TO BE CONSIDERED:

Adopt the attached Resolution 2024-45 listing the 2025 License Renewals

BUDGET IMPLICATION:

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

Attachments:

- Resolution 2024-45

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

RESOLUTION 2024-45

**A RESOLUTION ADOPTING THE
LICENSE RENEWALS FOR 2025**

(See Attached Exhibit A)

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF DECEMBER, 2024.

APPROVED:

Joseph Muehlbauer
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk

Exhibit A
LICENSE RENEWALS FOR 2024

<u>LIQUOR LICENSES:</u>	<u>REGULAR</u>	<u>SUNDAY</u>
(1) Beef O’Bradys	\$ 4,000.00	\$ 200.00
(2) Tasty Bar & Bowl	4,000.00	200.00
(3) St. Francis American Legion	4,000.00	200.00
(4) The Ponds Golf Course	4,000.00	200.00
(5) Chester’s Small Town Tavern and Eatery	4,000.00	200.00

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

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

<u>TOBACCO LICENSES:</u>	
(1) Casey’s General Store #1769	\$150.00
(2) Dollar General #15702	150.00
(3) Dollar General #23780	150.00
(4) King’s County Market	150.00
(5) Kwik Trip #943	150.00
(6) St. Francis Bottle Shop	150.00
(7) Speedway #4870-River Country Coop	150.00
(8) Downtown Smoke Shop	150.00
(9) Golf Cigar and Smoke Shop	150.00

<u>AMUSEMENT MACHINES</u>	<u># OF MACHINES</u>	<u>TOTAL</u>
(1) Beef O’Brady’s	7	\$ 120.00
(2) Mansetti’s Pizza & Pasta	1	15.00
(3) St. Francis American Legion	1	15.00
(4) Tasty Pizza Bar & Bowl	5	90.00

<u>REFUSE HAULERS:</u>	<u># OF TRUCKS</u>	
(1) Ace Solid Waste/Waste Connections	7	\$550.00
(2) Republic Services	6	550.00
(3) LePage & Sons	7	550.00
(4) Waste Management of Cambridge	5	450.00
(5) Curbside Waste	2	300.00

<u>TOWING LICENSE:</u>	
(1) Twin Cities Transport and Recovery	\$150.00



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
 Danielle Robertson, Accounting Clerk
SUBJECT: Payment of Claims
DATE: December 2, 2024

OVERVIEW:

Attached are the bills received since the last council meeting. Total checks to be written are \$134,632.56 plus any additional bills that are handed out at council meeting.

Other Payments to be approved:

Debt service payments –N/A

Direct Transfers from Previous Month-N/A

Credit Card Payment- N/A

Manual Checks- 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:

- 12-02-2024 Packet List-\$134,632.56

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 10661 - A-1 TIRE SERVICE INC.							
102164							
00038269	A-1 TIRE SERVICE INC.	11/12/2024		1,963.74	1,963.74	Open	N
	TIRES FOR DUMP TRUCK	JSHOOK					12/02/2024
	101-43100-40218	EQUIPMENT MAINTENANCE		1,963.74		1.00	1,963.74
Total Vendor 10661 - A-1 TIRE SERVICE INC.				1,963.74	1,963.74		
Vendor 3811 - ANOKA COUNTY TREASURY							
B241113P							
00038228	ANOKA COUNTY TREASURY	10/01/2024		225.00	225.00	Open	N
	FIBER-NOVEMBER	DROBERTSON					12/02/2024
	101-42110-40321	TELEPHONE		37.50		1.00	37.50
	101-42210-40321	TELEPHONE		37.50		1.00	37.50
	101-43100-40321	TELEPHONE		37.50		1.00	37.50
	101-45200-40321	TELEPHONE		37.50		1.00	37.50
	601-49440-40321	TELEPHONE		37.50		1.00	37.50
	602-49490-40321	TELEPHONE		37.50		1.00	37.50
Total Vendor 3811 - ANOKA COUNTY TREASURY				225.00	225.00		
Vendor 8784 - ARROW FENCE							
5145							
00038235	ARROW FENCE	11/13/2024		11,945.00	11,945.00	Open	N
	FENCING	DMULVIHILL					12/02/2024
Total Vendor 8784 - ARROW FENCE				11,945.00	11,945.00		
Vendor 2591 - ASPEN MILLS							
343069							
00038226	ASPEN MILLS	11/15/2024		69.99	69.99	Open	N
	UNIFORM - HEARN	DROBERTSON					12/02/2024
	101-42110-40437	UNIFORMS		69.99		1.00	69.99
343313							
00038283	ASPEN MILLS	11/20/2024		297.83	297.83	Open	N
	UNIFORM - BARCK	DROBERTSON					12/02/2024
	101-42110-40437	UNIFORMS		297.83		1.00	297.83
Total Vendor 2591 - ASPEN MILLS				367.82	367.82		
Vendor 42 - BARNA, GUZY & STEFFEN							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 42 - BARNA, GUZY & STEFFEN							
289560							
00038084	BARNA, GUZY & STEFFEN	10/31/2024		2,115.00	2,115.00	Open	N
	BRIDGE ST PURCHASE		DROBERTSON				12/02/2024
	101-41600-40304		CIVIL LEGAL FEES	2,115.00		1.00	2,115.00
Total Vendor 42 - BARNA, GUZY & STEFFEN				2,115.00	2,115.00		
Vendor 53 - BELLBOY CORPORATION BAR SUPPLY							
0109173300							
00038281	BELLBOY CORPORATION BAR SUPPLY	11/25/2024		123.56	123.56	Open	N
	MISC		CBUSKEY				11/25/2024
	609-49751-40206		FREIGHT	6.56		1.00	6.56
	609-49751-40254		MISCELLANEOUS MERCHANDISE	117.00		1.00	117.00
0205883500							
00038282	BELLBOY CORPORATION BAR SUPPLY	11/25/2024		1,770.20	1,770.20	Open	N
	LIQUOR		CBUSKEY				11/25/2024
	609-49751-40206		FREIGHT	16.50		1.00	16.50
	609-49751-40251		LIQUOR	1,753.70		1.00	1,753.70
Total Vendor 53 - BELLBOY CORPORATION BAR SUPPLY				1,893.76	1,893.76		
Vendor 7244 - BREAKTHRU BEVERAGE							
118690522							
00038214	BREAKTHRU BEVERAGE	11/15/2024		6,135.15	6,135.15	Open	N
	LIQUOR		CBUSKEY				11/18/2024
	609-49751-40206		FREIGHT	37.70		1.00	37.70
	609-49751-40251		LIQUOR	6,097.45		1.00	6,097.45
118809464							
00038253	BREAKTHRU BEVERAGE	11/22/2024		6,960.67	6,960.67	Open	N
	LIQUOR/MISC/WINE		CBUSKEY				11/22/2024
	609-49751-40254		MISCELLANEOUS MERCHANDISE	196.64		1.00	196.64
	609-49751-40253		WINE	456.00		1.00	456.00
	609-49751-40251		LIQUOR	6,213.91		1.00	6,213.91
	609-49751-40206		FREIGHT	94.12		1.00	94.12
Total Vendor 7244 - BREAKTHRU BEVERAGE				13,095.82	13,095.82		
Vendor 10336 - BSA TROOP 511							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
Vendor 10336 - BSA TROOP 511							
100							
00038222	BSA TROOP 511	10/04/2024		500.00	500.00	Open	N
	RECYCLING EVENTS	JSHOOK					12/02/2024
	101-43210-40439	RECYCLING DAYS		500.00		1.00	500.00
Total Vendor 10336 - BSA TROOP 511				500.00	500.00		
Vendor 7779 - CAPITOL BEVERAGE SALES, L.P							
3066332							
00038288	CAPITOL BEVERAGE SALES, L.P	11/26/2024		857.00	857.00	Open	N
	BEER/THC	CBUSKEY					11/26/2024
	609-49751-40252	BEER		245.00		1.00	245.00
	609-49751-40257	THC		612.00		1.00	612.00
Total Vendor 7779 - CAPITOL BEVERAGE SALES, L.P				857.00	857.00		
Vendor 9746 - CENTURY COLLEGE							
CI0000003961							
00038277	CENTURY COLLEGE	11/18/2024		4,600.00	4,600.00	Open	N
	3RD AND 4TH QUARTER FIRE CEU PROGRAM	DROBERTSON					12/02/2024
Total Vendor 9746 - CENTURY COLLEGE				4,600.00	4,600.00		
Vendor 2628 - CITY OF COON RAPIDS							
AR-0000014547							
00038279	CITY OF COON RAPIDS	11/22/2024		1,196.88	1,196.88	Open	N
	SEALCOATING/LEGAL COSTS 2024	DROBERTSON					12/02/2024
Total Vendor 2628 - CITY OF COON RAPIDS				1,196.88	1,196.88		
Vendor 4854 - CRYSTAL SPRINGS ICE							
01-400044							
00038289	CRYSTAL SPRINGS ICE	11/26/2024		191.12	191.12	Open	N
	MISC	CBUSKEY					11/26/2024
	609-49751-40206	FREIGHT		4.00		1.00	4.00
	609-49751-40254	MISCELLANEOUS MERCHANDISE		187.12		1.00	187.12
Total Vendor 4854 - CRYSTAL SPRINGS ICE				191.12	191.12		
Vendor 91 - DAHLHEIMER DIST. CO. INC							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 91 - DAHLHEIMER DIST. CO. INC							
976-00146 00038237	DAHLHEIMER DIST. CO. INC BEER 609-49751-40252	11/20/2024 CBUSKEY		(19.60)	(19.60)	Open	N 11/20/2024
	BEER			(19.60)		1.00	(19.60)
2336741							
00038239	DAHLHEIMER DIST. CO. INC BEER/LIQUOR/THC/NA/MISC 609-49751-40252	11/20/2024 CBUSKEY		27,422.92	27,422.92	Open	N 11/20/2024
	BEER			21,229.37		1.00	21,229.37
	LIQUOR			5,351.00		1.00	5,351.00
	N/A PRODUCTS			274.80		1.00	274.80
	MISCELLANEOUS MERCHANDISE			123.75		1.00	123.75
	THC			444.00		1.00	444.00
Total Vendor 91 - DAHLHEIMER DIST. CO. INC				27,403.32	27,403.32		
Vendor 4164 - DELL MARKETING L.P.							
10782748639 00038238	DELL MARKETING L.P. REPLACE 3 LAPTOPS 402-41400-40560	11/18/2024 DMULVIHILL		2,940.69	2,940.69	Open	N 12/02/2024
	COMPUTERS			2,940.69		1.00	2,940.69
10783286166							
00038274	DELL MARKETING L.P. FRONT COUNTER COMPUTER 402-41400-40560	11/20/2024 DMULVIHILL		841.92	841.92	Open	N 12/02/2024
	COMPUTERS			841.92		1.00	841.92
Total Vendor 4164 - DELL MARKETING L.P.				3,782.61	3,782.61		
Vendor 107 - ECM PUBLISHERS, INC							
1025135 00038278	ECM PUBLISHERS, INC DEC 2 - PROPOSED 2025 BUDGET 101-41400-40352	11/22/2024 DROBERTSON		96.74	96.74	Open	N 12/02/2024
	GENERAL PUBLISHING			96.74		1.00	96.74
Total Vendor 107 - ECM PUBLISHERS, INC				96.74	96.74		
Vendor 110 - ELECTRO WATCHMAN, INC							
432999 00038276	ELECTRO WATCHMAN, INC INSTALL CAMERAS FOR NEW CONSTRUCTION	11/20/2024 DROBERTSON		7,969.94	7,969.94	Open	N 12/02/2024
Total Vendor 110 - ELECTRO WATCHMAN, INC							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Inv Ref #	Vendor Description	Inventory	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date	
		GL Distribution					Units	Quantity	Unit Price	
Vendor 110 - ELECTRO WATCHMAN, INC							7,969.94	7,969.94		
Vendor 8132 - ERIK SKOGQUIST										
	.12012024									
	00038270	ERIK SKOGQUIST		12/01/2024		4,899.41		4,899.41	Open	
		4TH QUARTER ASSESSING		DMULVIHILL					N	
		101-41550-40311		CONTRACT		4,899.41		1.00	12/02/2024	
Total Vendor 8132 - ERIK SKOGQUIST							4,899.41	4,899.41		
Vendor 3447 - FERGUSON WATERWORKS										
	0526787-1									
	00038225	FERGUSON WATERWORKS		11/05/2024		990.87		990.87	Open	
		2 METER/REG		DROBERTSON					N	
		601-49440-40259		WATER METERS		990.87		1.00	12/02/2024	
Total Vendor 3447 - FERGUSON WATERWORKS							990.87	990.87		
Vendor 6380 - FLAHERTYS HAPPY TYME CO										
	317									
	00038252	FLAHERTYS HAPPY TYME CO		11/22/2024		234.00		234.00	Open	
		MISC		CBUSKEY					N	
		609-49751-40254		MISCELLANEOUS MERCHANDISE		234.00		1.00	11/22/2024	
Total Vendor 6380 - FLAHERTYS HAPPY TYME CO							234.00	234.00		
Vendor 10735 - FLYLOCK SECURITY SOLUTIONS-MINNEAPOLIS										
	051-1717092									
	00038240	FLYLOCK SECURITY SOLUTIONS-MINNEAPO		11/18/2024		2,350.43		2,350.43	Open	
		FIX DOOR AND INTERCOM		DMULVIHILL					N	
		101-43100-40401		BUILDINGS MAINTENANCE		470.08		1.00	12/02/2024	
		101-45200-40401		BUILDINGS MAINTENANCE		470.08		1.00	470.08	
		601-49440-40401		BUILDINGS MAINTENANCE		470.08		1.00	470.08	
		602-49490-40401		BUILDINGS MAINTENANCE		470.08		1.00	470.08	
		101-42210-40401		BUILDINGS MAINTENANCE		470.11		1.00	470.11	
Total Vendor 10735 - FLYLOCK SECURITY SOLUTIONS-MINNEAPOLIS							2,350.43	2,350.43		
Vendor 10659 - GLOBAL RESERVE DISTRIBUTION										

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 10659 - GLOBAL RESERVE DISTRIBUTION							
12517	GLOBAL RESERVE DISTRIBUTION	11/18/2024		180.00	180.00	Open	N
00038213	THC 609-49751-40257	CBUSKEY THC		180.00		1.00	11/18/2024 180.00
Total Vendor 10659 - GLOBAL RESERVE DISTRIBUTION				180.00	180.00		
Vendor 132 - GRAINGER, INC							
9320473656	GRAINGER, INC	11/19/2024		70.09	70.09	Open	N
00038230	CURB STOP RISERS 601-49440-40229	DROBERTSON PROJECT MAINTENANCE		70.09		1.00	12/02/2024 70.09
Total Vendor 132 - GRAINGER, INC				70.09	70.09		
Vendor 7512 - GREAT LAKES COCA-COLA							
44298498023	GREAT LAKES COCA-COLA	11/15/2024		769.62	769.62	Open	N
00038215	MISC 609-49751-40254	CBUSKEY MISCELLANEOUS MERCHANDISE		769.62		1.00	11/18/2024 769.62
Total Vendor 7512 - GREAT LAKES COCA-COLA				769.62	769.62		
Vendor 10445 - GREEN LAMPS RECYCLING LLC							
MN24-24	GREEN LAMPS RECYCLING LLC	11/21/2024		354.35	354.35	Open	N
00038249	RECYCLING EVENT 101-43210-40439	JSHOOK RECYCLING DAYS		354.35		1.00	12/02/2024 354.35
Total Vendor 10445 - GREEN LAMPS RECYCLING LLC				354.35	354.35		
Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC							
IN4694865	INNOVATIVE OFFICE SOLUTIONS, LLC	11/14/2024		44.70	44.70	Open	N
00038227	LABELS FOR DYMO 101-41400-40200	DROBERTSON OFFICE SUPPLIES		44.70		1.00	12/02/2024 44.70
Total Vendor 4873 - INNOVATIVE OFFICE SOLUTIONS, LLC				44.70	44.70		

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 10476 - IUOE LOCAL #49							
.11262024							
00038286	IUOE LOCAL #49	11/26/2024		306.00	306.00	Open	N
	IUOE #49 DUES DECEMBER 2024	DROBERTSON					12/02/2024
	101-00000-21707	UNION DUES		306.00		1.00	306.00
Total Vendor 10476 - IUOE LOCAL #49							
				306.00	306.00		
Vendor EMP-REIMB - JESSICA RIELAND							
.11252024							
00038272	JESSICA RIELAND	11/25/2024		47.40	47.40	Open	N
	DECORATIONS AND CORK BOARD	DMULVIHILL					12/02/2024
Total Vendor EMP-REIMB - JESSICA RIELAND							
				47.40	47.40		
Vendor 154 - JOHNSON BROTHERS							
2671882							
00038244	JOHNSON BROTHERS	11/21/2024		2,796.06	2,796.06	Open	N
	WINE	CBUSKEY					11/21/2024
	609-49751-40206	FREIGHT		60.06		1.00	60.06
	609-49751-40253	WINE		2,736.00		1.00	2,736.00
2671881							
00038245	JOHNSON BROTHERS	11/21/2024		4,013.07	4,013.07	Open	N
	LIQUOR	CBUSKEY					11/21/2024
	609-49751-40206	FREIGHT		83.72		1.00	83.72
	609-49751-40251	LIQUOR		3,929.35		1.00	3,929.35
2675767							
00038291	JOHNSON BROTHERS	11/26/2024		46.87	46.87	Open	N
	WINE	CBUSKEY					11/26/2024
	609-49751-40206	FREIGHT		1.82		1.00	1.82
	609-49751-40253	WINE		45.05		1.00	45.05
2675766							
00038292	JOHNSON BROTHERS	11/26/2024		1,006.38	1,006.38	Open	N
	LIQUOR	CBUSKEY					11/26/2024
	609-49751-40251	LIQUOR		16.38		1.00	16.38
	609-49751-40251	LIQUOR		990.00		1.00	990.00
Total Vendor 154 - JOHNSON BROTHERS							
				7,862.38	7,862.38		

Vendor 5182 - KIMS KLEANING

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 5182 - KIMS KLEANING							
10774							
00038255	KIMS KLEANING	11/24/2024		283.52	283.52	Open	N
	NOVEMBER 2024 CLEANING	DROBERTSON					12/02/2024
	101-41940-40402	JANITORIAL SERVICE		283.52		1.00	283.52
10775							
00038256	KIMS KLEANING	11/24/2024		94.40	94.40	Open	N
	NOVEMBER 2024 CLEANING	DROBERTSON					12/02/2024
	101-45000-40402	JANITORIAL SERVICE		94.40		1.00	94.40
10776							
00038257	KIMS KLEANING	11/24/2024		944.00	944.00	Open	N
	NOVEMBER 2024 CLEANING	DROBERTSON					12/02/2024
	101-43100-40402	JANITORIAL SERVICE		236.00		1.00	236.00
	101-45200-40402	JANITORIAL SERVICE		236.00		1.00	236.00
	601-49440-40402	JANITORIAL SERVICE		236.00		1.00	236.00
	602-49490-40402	JANITORIAL SERVICE		236.00		1.00	236.00
10777							
00038258	KIMS KLEANING	11/24/2024		188.80	188.80	Open	N
	NOVEMBER 2024 CLEANING	DROBERTSON					12/02/2024
	601-49440-40402	JANITORIAL SERVICE		188.80		1.00	188.80
10778							
00038259	KIMS KLEANING	11/24/2024		259.60	259.60	Open	N
	NOVEMBER 2024 CLEANING	DROBERTSON					12/02/2024
	602-49490-40402	JANITORIAL SERVICE		259.60		1.00	259.60
10779							
00038260	KIMS KLEANING	11/24/2024		944.00	944.00	Open	N
	NOVEMBER 2024 CLEANING	DROBERTSON					12/02/2024
	101-42110-40402	JANITORIAL SERVICE		944.00		1.00	944.00
Total Vendor 5182 - KIMS KLEANING					2,714.32	2,714.32	
Vendor 5536 - KNIGHTS OF COLUMBUS							
2024-02							
00038254	KNIGHTS OF COLUMBUS	11/21/2024		217.50	217.50	Open	N
	RECYCLING EVENT	JSHOOK					12/02/2024
	101-43210-40439	RECYCLING DAYS		217.50		1.00	217.50
Total Vendor 5536 - KNIGHTS OF COLUMBUS					217.50	217.50	

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.							
.11262024 00038284	LAW ENFORCEMENT LABOR SVCS. SERGEANTS DUES DECEMBER 2024 101-00000-21707	11/26/2024 DROBERTSON UNION DUES		70.50	70.50	Open	N 12/02/2024 70.50
.112620241 00038285	LAW ENFORCEMENT LABOR SVCS. POLICE DUES DECEMBER 2024 101-00000-21707	11/26/2024 DROBERTSON UNION DUES		634.50	634.50	Open	N 12/02/2024 634.50
Total Vendor 3135 - LAW ENFORCEMENT LABOR SVCS.				705.00	705.00		
Vendor 8133 - MARY WELLS							
.12012024 00038271	MARY WELLS 4TH QUARTER ASSESSING 101-41550-40311	12/01/2024 DMULVIHILL CONTRACT		4,899.41	4,899.41	Open	N 12/02/2024 4,899.41
Total Vendor 8133 - MARY WELLS				4,899.41	4,899.41		
Vendor 202 - MCDONALD DIST CO							
779050 00038232	MCDONALD DIST CO LIQUOR 609-49751-40251	11/20/2024 CBUSKEY LIQUOR		870.00	870.00	Open	N 11/20/2024 870.00
779158 00038233	MCDONALD DIST CO BEER 609-49751-40252	11/20/2024 CBUSKEY BEER		(59.60)	(59.60)	Open	N 11/20/2024 (59.60)
779051 00038234	MCDONALD DIST CO BEER/MISC/NA 609-49751-40255 609-49751-40254 609-49751-40252	11/20/2024 CBUSKEY N/A PRODUCTS MISCELLANEOUS MERCHANDISE BEER		8,413.20 102.00 78.00 8,233.20	8,413.20	Open	N 11/20/2024 102.00 78.00 8,233.20
Total Vendor 202 - MCDONALD DIST CO				9,223.60	9,223.60		
Vendor 10736 - OEB, INC							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Unit Price
Vendor 10736 - OEB, INC							
27960							
00038268	OEB, INC	11/22/2024		700.00	700.00	Open	N
	MOVING FURNITURE	DMULVIHILL					12/02/2024
	404-41400-40300	PROFESSIONAL SERVICES		700.00		1.00	700.00
Total Vendor 10736 - OEB, INC					<u>700.00</u>	<u>700.00</u>	
Vendor 10302 - PATRICIA JOHNSON							
.11262024							
00038290	PATRICIA JOHNSON	11/26/2024		200.00	200.00	Open	N
	WINTER 2024 NEWSLETTER	DROBERTSON					12/02/2024
	101-41400-40441	MISCELLANEOUS		200.00		1.00	200.00
Total Vendor 10302 - PATRICIA JOHNSON					<u>200.00</u>	<u>200.00</u>	
Vendor 3753 - PAUSTIS WINE COMPANY							
252065							
00038229	PAUSTIS WINE COMPANY	11/19/2024		402.00	402.00	Open	N
	WINE	CBUSKEY					11/19/2024
	609-49751-40206	FREIGHT		10.00		1.00	10.00
	609-49751-40253	WINE		392.00		1.00	392.00
252832							
00038287	PAUSTIS WINE COMPANY	11/26/2024		304.00	304.00	Open	N
	WINE	CBUSKEY					11/26/2024
	609-49751-40206	FREIGHT		8.00		1.00	8.00
	609-49751-40253	WINE		296.00		1.00	296.00
Total Vendor 3753 - PAUSTIS WINE COMPANY					<u>706.00</u>	<u>706.00</u>	
Vendor CD-REFUND - PGM INC							
.11252024							
00038275	PGM INC	11/25/2024		231.25	231.25	Open	N
	REFUND PERMIT #2024-00211	DMULVIHILL					12/02/2024
	101-00000-32215	SEPTIC		231.25		1.00	231.25
Total Vendor CD-REFUND - PGM INC					<u>231.25</u>	<u>231.25</u>	
Vendor 214 - PHILLIPS WINE & SPIRITS CO							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inv Ref #	GL Distribution	Entered By			Units	Quantity	Post Date
Inventory							Unit Price
Vendor 214 - PHILLIPS WINE & SPIRITS CO							
6885023							
00038241	PHILLIPS WINE & SPIRITS CO	11/21/2024		4,470.97	4,470.97	Open	N
	LIQUOR		CBUSKEY				11/21/2024
	609-49751-40206	FREIGHT		56.28		1.00	56.28
	609-49751-40251	LIQUOR		4,414.69		1.00	4,414.69
6885024							
00038242	PHILLIPS WINE & SPIRITS CO	11/21/2024		1,208.53	1,208.53	Open	N
	WINE		CBUSKEY				11/21/2024
	609-49751-40206	FREIGHT		25.48		1.00	25.48
	609-49751-40253	WINE		1,183.05		1.00	1,183.05
6885025							
00038243	PHILLIPS WINE & SPIRITS CO	11/21/2024		179.64	179.64	Open	N
	NA		CBUSKEY				11/21/2024
	609-49751-40206	FREIGHT		3.64		1.00	3.64
	609-49751-40255	N/A PRODUCTS		176.00		1.00	176.00
6887921							
00038293	PHILLIPS WINE & SPIRITS CO	11/26/2024		1,146.48	1,146.48	Open	N
	LIQUOR		CBUSKEY				11/26/2024
	609-49751-40206	FREIGHT		16.38		1.00	16.38
	609-49751-40251	LIQUOR		1,130.10		1.00	1,130.10
Total Vendor 214 - PHILLIPS WINE & SPIRITS CO							
				7,005.62	7,005.62		
<hr/>							
Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
B015545							
00038231	RMB ENVIRONMENTAL LABORATORIES, INC	11/19/2024		206.91	206.91	Open	N
	WEEKS 2-4 COOLER 1		DROBERTSON				12/02/2024
	602-49490-40313	SAMPLE TESTING		206.91		1.00	206.91
B015562							
00038280	RMB ENVIRONMENTAL LABORATORIES, INC	11/21/2024		156.75	156.75	Open	N
	ALL WEEKS COOLER 2		DROBERTSON				12/02/2024
	602-49490-40313	SAMPLE TESTING		156.75		1.00	156.75
Total Vendor 9925 - RMB ENVIRONMENTAL LABORATORIES, INC							
				363.66	363.66		
<hr/>							
Vendor 6072 - ROYAL SUPPLY							

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
Inventory	GL Distribution	Entered By			Units	Quantity	Post Date
							Unit Price
Vendor 6072 - ROYAL SUPPLY							
7101							
00038273	ROYAL SUPPLY	11/21/2024		388.75	388.75	Open	N
	PLATES AND COFFEE		DMULVIHILL				12/02/2024
	101-41940-40210		OPERATING SUPPLIES	64.79		1.00	64.79
	101-42110-40217		OTHER OPERATING SUPPLIES	64.79		1.00	64.79
	101-43100-40217		OTHER OPERATING SUPPLIES	64.79		1.00	64.79
	101-45200-40217		OTHER OPERATING SUPPLIES	64.79		1.00	64.79
	601-49440-40217		OTHER OPERATING SUPPLIES	64.79		1.00	64.79
	602-49490-40217		OTHER OPERATING SUPPLIES	64.80		1.00	64.80
Total Vendor 6072 - ROYAL SUPPLY				388.75	388.75		
Vendor 7455 - SOUTHERN GLAZERS OF MN							
2557503							
00038250	SOUTHERN GLAZERS OF MN	11/22/2024		6,116.12	6,116.12	Open	N
	LIQUOR		CBUSKEY				11/22/2024
	609-49751-40206		FREIGHT	52.69		1.00	52.69
	609-49751-40251		LIQUOR	6,063.43		1.00	6,063.43
2557504							
00038251	SOUTHERN GLAZERS OF MN	11/22/2024		518.56	518.56	Open	N
	WINE		CBUSKEY				11/22/2024
	609-49751-40206		FREIGHT	11.52		1.00	11.52
	609-49751-40253		WINE	507.04		1.00	507.04
Total Vendor 7455 - SOUTHERN GLAZERS OF MN				6,634.68	6,634.68		
Vendor 863 - THE BERNICK COMPANIES							
10291043							
00038247	THE BERNICK COMPANIES	11/21/2024		1,118.40	1,118.40	Open	N
	BEER/NA		CBUSKEY				11/21/2024
	609-49751-40255		N/A PRODUCTS	126.60		1.00	126.60
	609-49751-40252		BEER	991.80		1.00	991.80
Total Vendor 863 - THE BERNICK COMPANIES				1,118.40	1,118.40		
Vendor 9559 - TIMESAVER OFF SITE SEC. INC							
M29648							
00038223	TIMESAVER OFF SITE SEC. INC	11/14/2024		167.00	167.00	Open	N
	MEETING - OCT 24		DROBERTSON				12/02/2024
	101-41400-40311		CONTRACT	167.00		1.00	167.00

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
Vendor 9559 - TIMESAVER OFF SITE SEC. INC							
Total Vendor 9559 - TIMESAVER OFF SITE SEC. INC				167.00	167.00		
Vendor 10179 - W. W. GOETSCH ASSOCIATES, INC.							
113564							
00038224	W. W. GOETSCH ASSOCIATES, INC.	11/06/2024		956.00	956.00	Open	N
	LOWER MECHANICAL SEAL REPLACEMENT	DROBERTSON					12/02/2024
	602-49490-40229	PROJECT MAINTENANCE		956.00		1.00	956.00
Total Vendor 10179 - W. W. GOETSCH ASSOCIATES, INC.				956.00	956.00		
Vendor 10440 - WILLIAM E YOUNG CO							
22185							
00038236	WILLIAM E YOUNG CO	08/26/2024		315.39	315.39	Open	N
	BOLTS	DMULVIHILL					12/02/2024
	602-49490-40229	PROJECT MAINTENANCE		315.39		1.00	315.39
Total Vendor 10440 - WILLIAM E YOUNG CO				315.39	315.39		
Vendor 2926 - WINE MERCHANTS							
7497573							
00038246	WINE MERCHANTS	11/21/2024		1,772.98	1,772.98	Open	N
	WINE	CBUSKEY					11/21/2024
	609-49751-40206	FREIGHT		34.58		1.00	34.58
	609-49751-40253	WINE		1,738.40		1.00	1,738.40
Total Vendor 2926 - WINE MERCHANTS				1,772.98	1,772.98		
# of Invoices: 66 # Due: 66				Totals:	134,711.76	134,711.76	
# of Credit Memos: 2 # Due: 2				Totals:	(79.20)	(79.20)	
Net of Invoices and Credit Memos:				134,632.56	134,632.56		
--- TOTALS BY GL BANK ---							
	GNCKG			134,632.56			
--- TOTALS BY GL DISTRIBUTIONS ---							
	101-00000-21707			1,011.00			

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED

OPEN

Agenda Item # 4H.

Invoice Number

Inv Ref #	Vendor Description	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory	GL Distribution				Units	Quantity	Unit Price
	101-00000-32215			231.25			
	101-41400-40200			44.70			
	101-41400-40311			167.00			
	101-41400-40352			96.74			
	101-41400-40441			200.00			
	101-41550-40311			9,798.82			
	101-41600-40304			2,115.00			
	101-41940-40210			64.79			
	101-41940-40402			283.52			
	101-42110-40217			64.79			
	101-42110-40321			37.50			
	101-42110-40402			944.00			
	101-42110-40437			367.82			
	101-42210-40321			37.50			
	101-42210-40401			470.11			
	101-43100-40217			64.79			
	101-43100-40218			1,963.74			
	101-43100-40321			37.50			
	101-43100-40401			470.08			
	101-43100-40402			236.00			
	101-43210-40439			1,071.85			
	101-45000-40402			94.40			
	101-45200-40217			64.79			
	101-45200-40321			37.50			
	101-45200-40401			470.08			
	101-45200-40402			236.00			
	402-41400-40560			3,782.61			
	404-41400-40300			700.00			
	601-49440-40217			64.79			
	601-49440-40229			70.09			
	601-49440-40259			990.87			
	601-49440-40321			37.50			
	601-49440-40401			470.08			
	601-49440-40402			424.80			
	602-49490-40217			64.80			
	602-49490-40229			1,271.39			
	602-49490-40313			363.66			
	602-49490-40321			37.50			
	602-49490-40401			470.08			
	602-49490-40402			495.60			
	609-49751-40206			523.05			
	609-49751-40251			36,830.01			
	609-49751-40252			30,620.17			
	609-49751-40253			7,353.54			
	609-49751-40254			1,706.13			
	609-49751-40255			679.40			
	609-49751-40257			1,236.00			

--- TOTALS BY FUND ---

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/03/2024 - 12/03/2024

POSTED AND UNPOSTED
OPEN

Agenda Item # 4H.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
Inventory					Units	Quantity	Unit Price
	101 GENERAL FUND			20,681.27	20,681.27		
	402 CAPITAL EQUIPMENT FUND			3,782.61	3,782.61		
	404 BUILDING IMPROVEMENT FUND			700.00	700.00		
	601 WATER FUND			2,058.13	2,058.13		
	602 SEWER FUND			2,703.03	2,703.03		
	609 LIQUOR FUND			78,948.30	78,948.30		
--- TOTALS BY DEPT/ACTIVITY ---							
	0000 UNASSIGNED			1,242.25	1,242.25		
	41400 ADMINISTRATION			4,991.05	4,991.05		
	41550 ASSESSING			9,798.82	9,798.82		
	41600 LEGAL			2,115.00	2,115.00		
	41940 BUILDINGS			348.31	348.31		
	42110 POLICE			1,414.11	1,414.11		
	42210 FIRE			507.61	507.61		
	43100 STREETS			2,772.11	2,772.11		
	43210 RECYCLING			1,071.85	1,071.85		
	45000 COMMUNITY CENTER			94.40	94.40		
	45200 PARKS			808.37	808.37		
	49440 WATER DEPT			2,058.13	2,058.13		
	49490 SEWER DEPT			2,703.03	2,703.03		
	49751 MERCHANDISE PURCHASES			78,948.30	78,948.30		



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Darcy Mulvihill, Finance Director
SUBJECT: 2025 Proposed Budget Presentation
DATE: December 2, 2024

OVERVIEW:

The City is required to discuss the budget and allow public input at a council meeting. The 2025 proposed budget and levy will be presented at the city council meeting on December 2nd, 2024. Council had set a maximum levy of \$6,185,00 in September. The preliminary tax rate is 53.743% which is an increase from 2024 tax rate of 50.064%. The General Fund budget is balanced at \$5,751,000 on the revenue side and the expenditure side. The fund balance estimated be at 61.5% of revenues with the estimated 2024 balance. This is above the State Auditor's recommended guidelines of 35% to 50%. Please note that a Preliminary Budget is available on the city's website under the finance department. The final budget book will be compiled and distributed in February.

ACTION TO BE CONSIDERED:

After the presentation, the mayor needs to allow public input on the budget. After public comments are completed, Council can act on the resolutions provided 1) Set the Overall Levy for 2025 and 2) Adopt the 2025 Budget.

BUDGET IMPLICATION:

Setting the 2025 Budget and Levy

Attachments:

- Budget Presentation
- Resolution 2024-42 Certifying Taxes Payable for 2025
- Resolution 2024-43 Adopting a Budget for 2025

City of St. Francis

2025 Budget Hearing



Tonight's Agenda



PRESENT THE BUDGET
AND TAX LEVY



ALLOW FOR PUBLIC
COMMENT



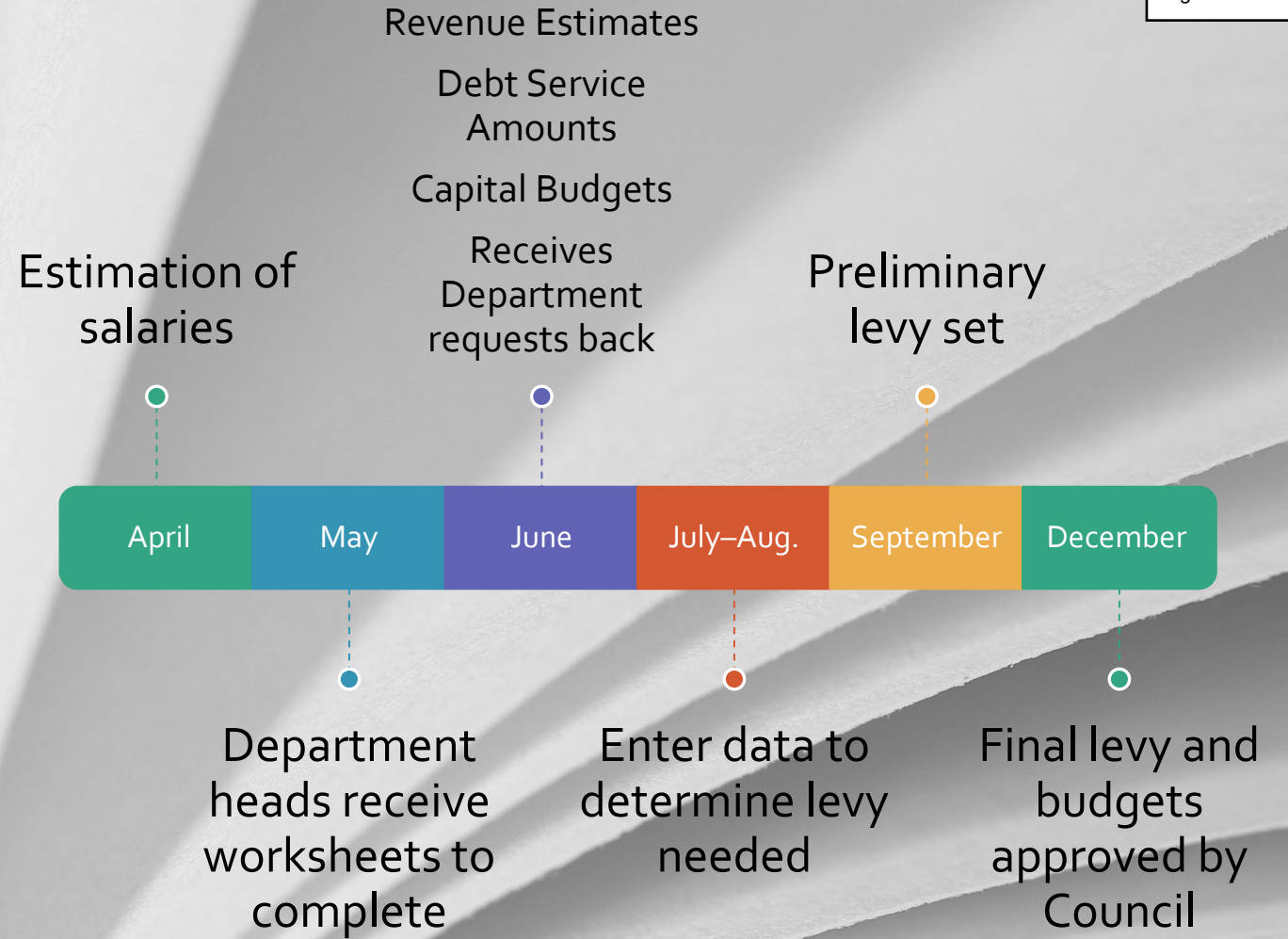
SET BUDGETS AND TAX
LEVY

Budget Goals

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



Budget Process



How are property taxes calculated?

Market Value Changes

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

Levies Set by Governing Boards

- September Preliminary
- December Final

Fiscal Disparities

- City contributes
- City Receives

Calculating the Tax Rate

2025 Levy

- Preliminary Levy-\$6,185,000
- Less Fiscal Disparities received-\$1,097,015 (Removed from levy)
- Equals Spreadable Levy-\$5,087,985

2024 Market Values

- Tax Capacity Value-\$9,855,479
- Less adjustments (FD Contributions, etc)\$418,392
- Equals Adjusted Tax Capacity-\$9,467,249

2025 Tax Rate

- Spreadable levy-\$5,087,985
- Divide by adjusted tax capacity-\$9,467,249
- 2025 Tax Rate=53.743%



Anoka County
Property Records and Taxation
2100 3rd Avenue
Anoka, MN 55303
(783) 323-5400
www.anokacountymn.gov

TAXPAYER(S):

Property Information
Property ID: Property
Address:
22845 DAKOTAH ST NW
ST. FRANCIS MN 55070

Property Description:

TCA:
Owner(s):

Proposed Property Tax

Contact Information
STATE GENERAL TAX
COUNTY OF ANOKA
2100 3RD AVE
ANOKA, MN 55303
WWW.ANOKACOUNTYMN.GOV
763-323-5400

GENERAL COUNTY LEVY \$641.24 \$760.30
REGIONAL RAIL AUTHORITY \$0.00 \$0.00
COUNTY/MUNICIPAL PUBLIC SAFETY SYSTEM \$0.00 \$0.00
CITY OF ST. FRANCIS 4115 AMBASSADOR BLVD ST. FRANCIS \$1,252.62 \$1,354.36
23340 CREE STREET NW
ST. FRANCIS, MN 55070
WWW.STFRANCISMN.ORG
763-753-2630
ST. FRANCIS SCHOOL DISTRICT #15 SCHOOLS DISTRICT OFFICE
4115 AMBASSADOR BLVD NW DECEMBER 9, 2024 - 6:30PM
ST. FRANCIS, MN 55070 (DISCUSS SD PORTION)
WWW.ISD15.ORG
763-753-7040
VOTER APPROVED LEVIES \$222.64 \$208.04
OTHER LEVIES \$417.40 \$368.46

METROPOLITAN SPECIAL TAX DIST S
390 ROBERT ST N COUNCIL CHAMBERS \$24.24 \$22.30
SAINT PAUL, MN 55101 DECEMBER 11, 2024 - 6:00PM
WWW.METROCOUNCIL.ORG/BUDGET (DISCUSS METRO PORTION)
651-602-1738

OTHER SPECIAL TAX DISTRICTS NO MEETING REQUIRED \$39.38 \$41.78
TAX INCREMENT NO MEETING REQUIRED \$0.00 \$0.00
FISCAL DISPARITY NO MEETING REQUIRED \$0.00 \$0.00
TOTAL EXCLUDING ANY SPECIAL ASSESSMENTS \$2,697.62 \$2,766.24 6.07 %

PROPOSED TAXES 2025			
THIS IS NOT A BILL. DO NOT PAY.			
VALUES AND CLASSIFICATION			
Step	Taxes Payable Year:	2024	2025
1	Estimated Market Value	\$263,700	\$273,900
	Homestead Exclusion	\$13,507	\$21,899
	Other Exclusion/Deferrals	\$0	\$0
	Taxable Market Value	\$250,193	\$252,001
	Class	RES HSTD	RES HSTD
PROPOSED TAX			
	Property Taxes before credits	\$2,755.24	

PROPOSED TAXES 2025			
THIS IS NOT A BILL. DO NOT PAY.			
VALUES AND CLASSIFICATION			
Step	Taxes Payable Year:	2024	2025
1	Estimated Market Value	\$263,700	\$273,900
	Homestead Exclusion	\$13,507	\$21,899
	Other Exclusion/Deferrals	\$0	\$0
	Taxable Market Value	\$250,193	\$252,001
	Class	RES HSTD	RES HSTD

CITY OF ST. FRANCIS 23340 CREE STREET NW ST. FRANCIS, MN 55070 WWW.STFRANCISMN.ORG 763-753-2630	4115 AMBASSADOR BLVD ST. FRANCIS DECEMBER 2, 2024 - 6:00PM (DISCUSS CITY PORTION)	\$1,252.62	\$1,354.36
--	---	------------	------------

Proposed Tax Notice

Supplemental Budget Page-2025

What Else Should You Know?

Your local units of government have proposed the amounts they will need to levy in 2025.

The following circumstances could change these amounts:

- Upcoming referenda
- Legal judgments
- Natural disasters
- Voter-approved levy limit increase, or
- Special assessments

Your county commissioners, school board, city council (if your property is located in a city with a population over 500), and metropolitan special taxing district will soon be holding meetings to discuss the 2025 budgets and proposed 2025 property taxes. (The school board will discuss the 2024 budget.) You are invited to attend these meetings to express your opinion.

Supplemental Budget Information - Proposed 2025 Taxes

CITY	2024	2025	% Change	SCHOOLS	2024	2025	Ch
	Levy	Proposed Levy			Levy	Proposed Levy	
CITY OF ANOKA	\$156,688,155	\$183,102,136	16.86%	ANOKA-HENNEPIN SCHOOL DIST #11	\$139,962,437	\$138,286,962	-1.2%
F ANDOVER	\$18,097,274	\$20,404,084	12.75%	CENTENNIAL SCHOOL DISTRICT #12	\$27,834,982	\$28,642,833	2.9%
F ANOKA	\$10,147,307	\$11,178,783	10.17%	COLUMBIA HEIGHTS SCHOOL DIST #13	\$14,121,341	\$14,661,728	3.8%
F BETHEL	\$273,073	\$293,195	7.37%	ELK RIVER SCHOOL DISTRICT #728	\$72,268,693	\$74,511,151	3.1%
F BLAINE	\$42,909,600	\$50,248,907	17.10%	FOREST LAKE SCHOOL DISTRICT #831	\$34,362,204	\$35,275,224	2.6%
F CENTERVILLE	\$3,032,321	\$3,285,071	7.88%	FRIDLEY SCHOOL DISTRICT #14	\$13,103,266	\$13,536,407	3.3%
F CIRCLE PINES	\$3,049,945	\$3,233,670	6.02%	SPRING LAKE PARK SCHOOL DIST #16	\$25,115,769	\$25,725,373	2.4%
F COLUMBIA HEIGHTS	\$17,375,000	\$18,839,000	8.38%	ST. FRANCIS SCHOOL DISTRICT #15	\$13,997,821	\$12,997,058	-7.1%
F COLUMBUS	\$4,232,386	\$4,231,505	-0.02%	WHITE BEAR LAKE SCHOOL DIST #624	\$66,702,413	\$70,477,861	5.6%
F COON RAPIDS	\$35,580,333	\$38,373,082	7.85%				
F EAST BETHEL	\$6,213,600	\$6,408,200	3.13%				
F FRIDLEY	\$20,577,799	\$21,677,595	5.34%				
F HAM LAKE	\$6,482,249	\$6,684,188	3.12%				
F HILLTOP	\$1,233,500	\$1,280,000	3.77%				
F LEXINGTON	\$1,538,015	\$1,604,645	4.33%				
F LINO LAKES	\$14,120,928	\$16,006,535	13.39%				
F NOWTHEN	\$1,936,176	\$2,129,366	9.98%				
F OAK GROVE	\$3,767,546	\$4,462,334	18.44%				
F RAMSEY	\$20,279,701	\$21,950,694	8.24%				
F SPRING LAKE PARK	\$4,113,280	\$4,721,272	14.78%				
F ST. FRANCIS	\$5,598,195	\$6,185,000	10.48%				
OD TOWNSHIP	\$1,950,000	\$2,076,750	6.50%				

Market Value Vs. Tax Capacity Value

Total Market Value	Tax Capacity		2024 Actual	2025 Proposed
	2024	2025	Yearly City Taxes	
<u>Residential Property:</u>				
\$150,000	1,263	1,170	\$632.31	\$628.80
\$250,000	2,353	2,260	\$1,178.01	\$1,214.61
\$284,701	2,731	2,638	\$1,367.25	\$1,417.77
\$350,000	3,443	3,350	\$1,723.70	\$1,800.42
\$450,000	4,500	4,440	\$2,252.88	\$2,386.23
\$550,000	5,500	5,500	\$2,753.52	\$2,955.92
			Increase to Taxes	
<u>Residential Property:</u>				
\$150,000				-\$3.51
\$250,000				\$36.60
\$284,701				\$50.52
\$350,000				\$76.72
\$450,000				\$133.35
\$550,000				\$202.40

Comparison of 2024 Levy and the 2025 Levy

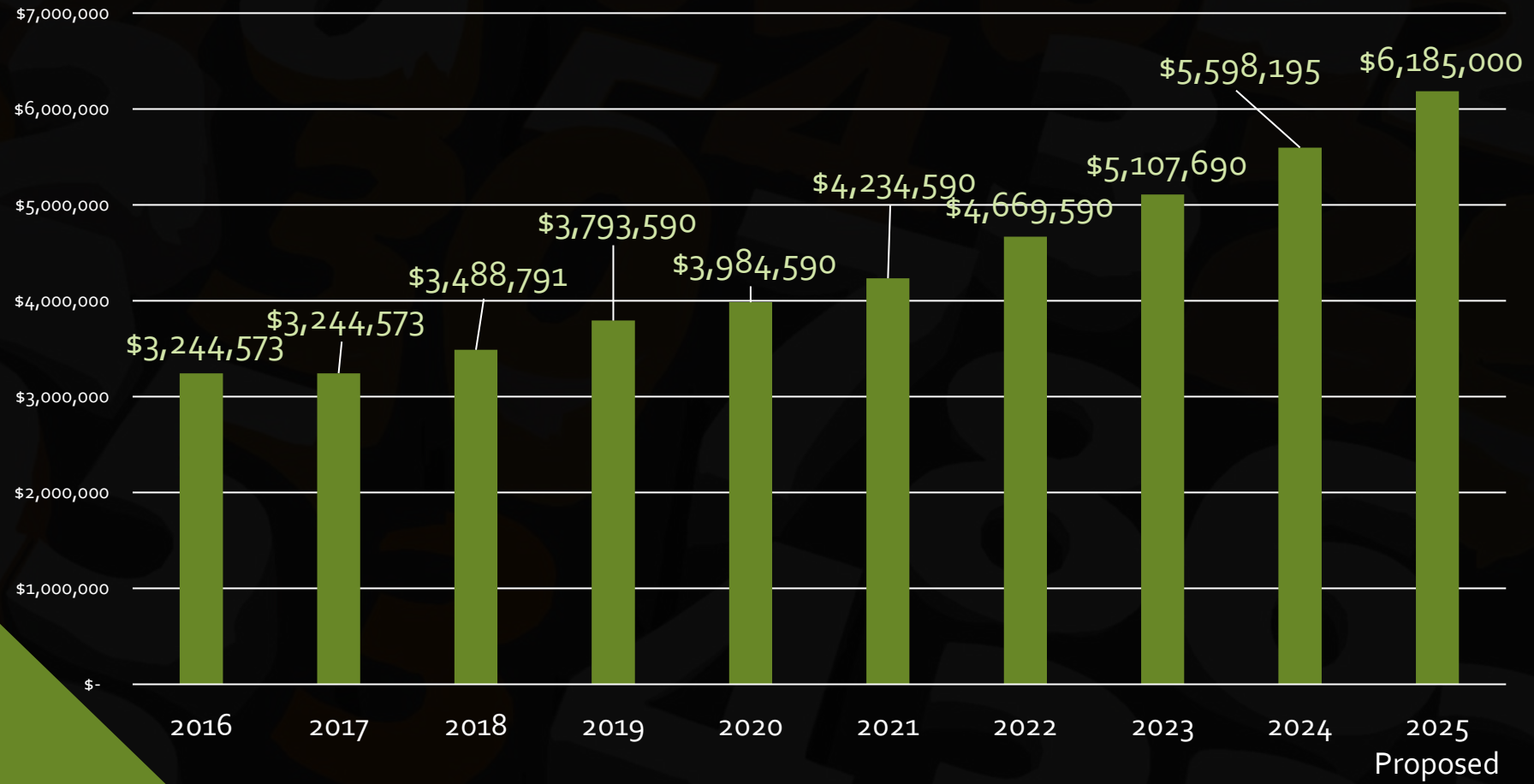
	2024	2025 Proj
General Levy		
General Operating (101)	\$ 3,230,000	\$ 3,900,000
Capital Equipment (402)	320,000	360,000
Parks (226)	350,000	200,000
Building Improvement(404)	50,000	25,000
Street Improvement (405)	480,000	600,000
Total General Levy	\$ 4,430,000	\$ 5,085,000
Debt Service Levies		
2015 GO (327)	20,470	\$ -
2017 Capital Improvement (#330)	327,220	310,000
2023 Capital Improvement (#335)	820,505	790,000
Total Debt Service Levies	\$ 1,168,195	1,100,000
Total Levy	\$ 5,598,195	\$ 6,185,000
Tax Levy Increase	\$ 490,505	\$ 586,805
% increase	9.60%	10.48%

Tax rate calculation 2024 & 2025

	2024	2025 Proposed
Total Levy	\$ 5,598,195	\$ 6,185,000
Less Fiscal Disparities	\$ 847,511	\$ 1,097,015
Spreadable Levy	\$ 4,750,684	\$ 5,087,985
Tax Capacity	\$ 9,862,410	\$ 9,855,479
Changes to Tax Capacity		
TIF	\$ -	\$ -
Contributions To	\$ 387,112	\$ 403,311
Joint value (Addition)	\$ 13,878	\$ 15,081
Net Tax Capacity	\$ 9,489,176	\$ 9,467,249
Tax Rate	50.064%	53.743%

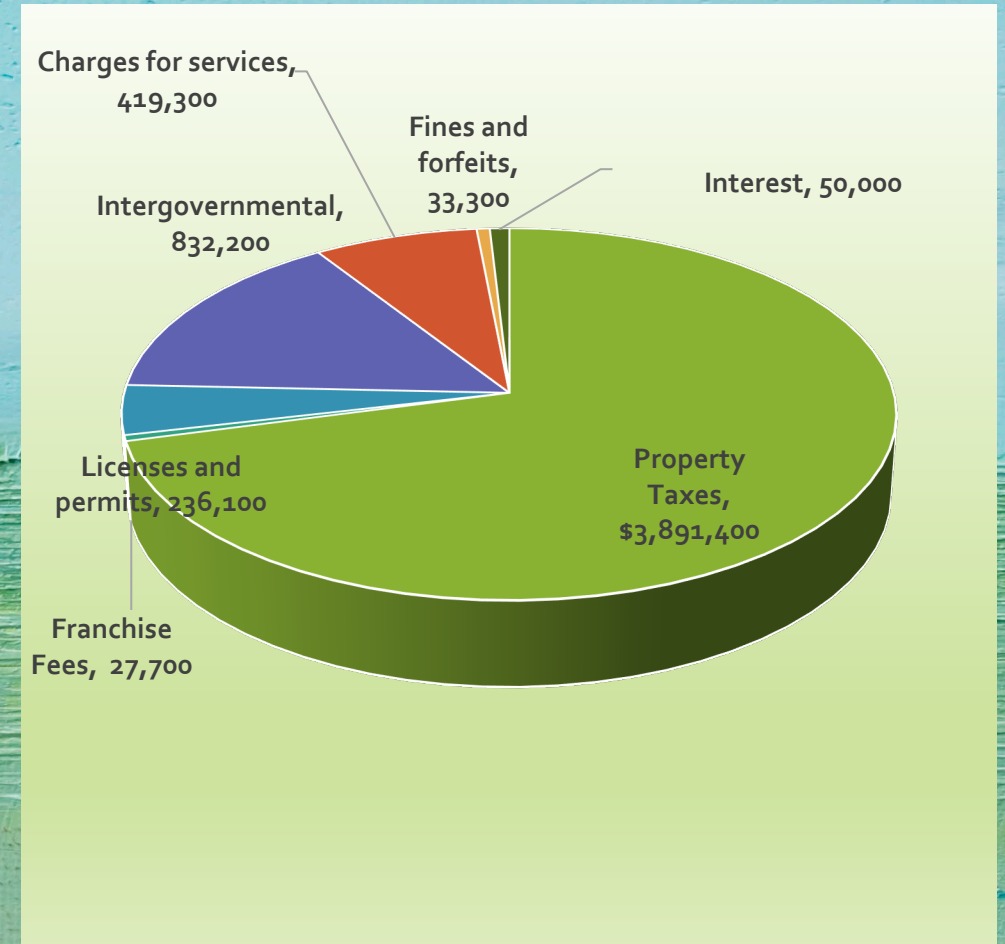
Total Levy Hi

Agenda Item # 7A.

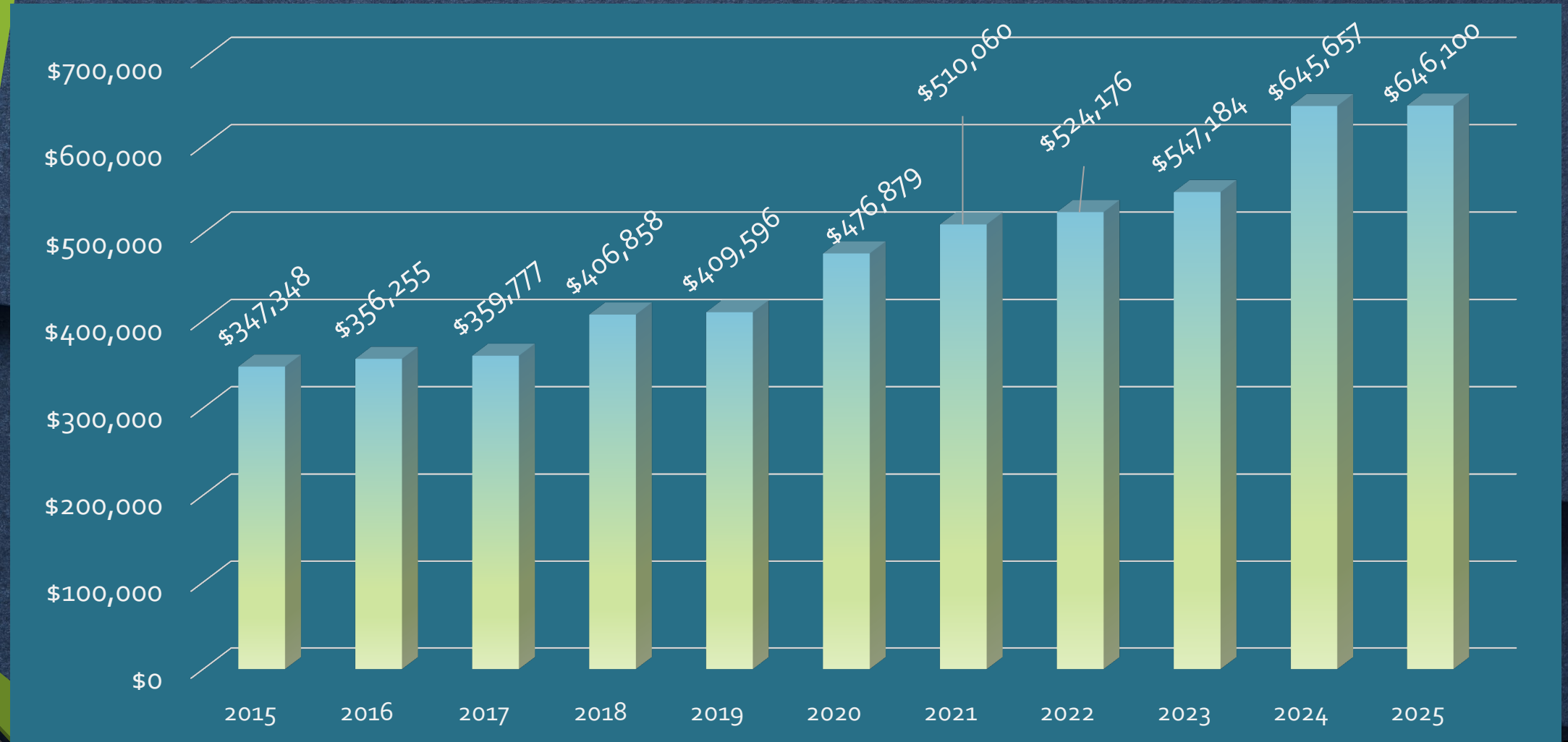


General Fund Revenues

	2024 Budget
Property Taxes	\$3,891,400
Licenses and permits	27,700
Intergovernmental	236,100
Charges for services	832,200
Fines and forfeits	419,300
Interest	33,300
Miscellaneous	50,000
Transfers in	65,000
Total	\$5,751,000

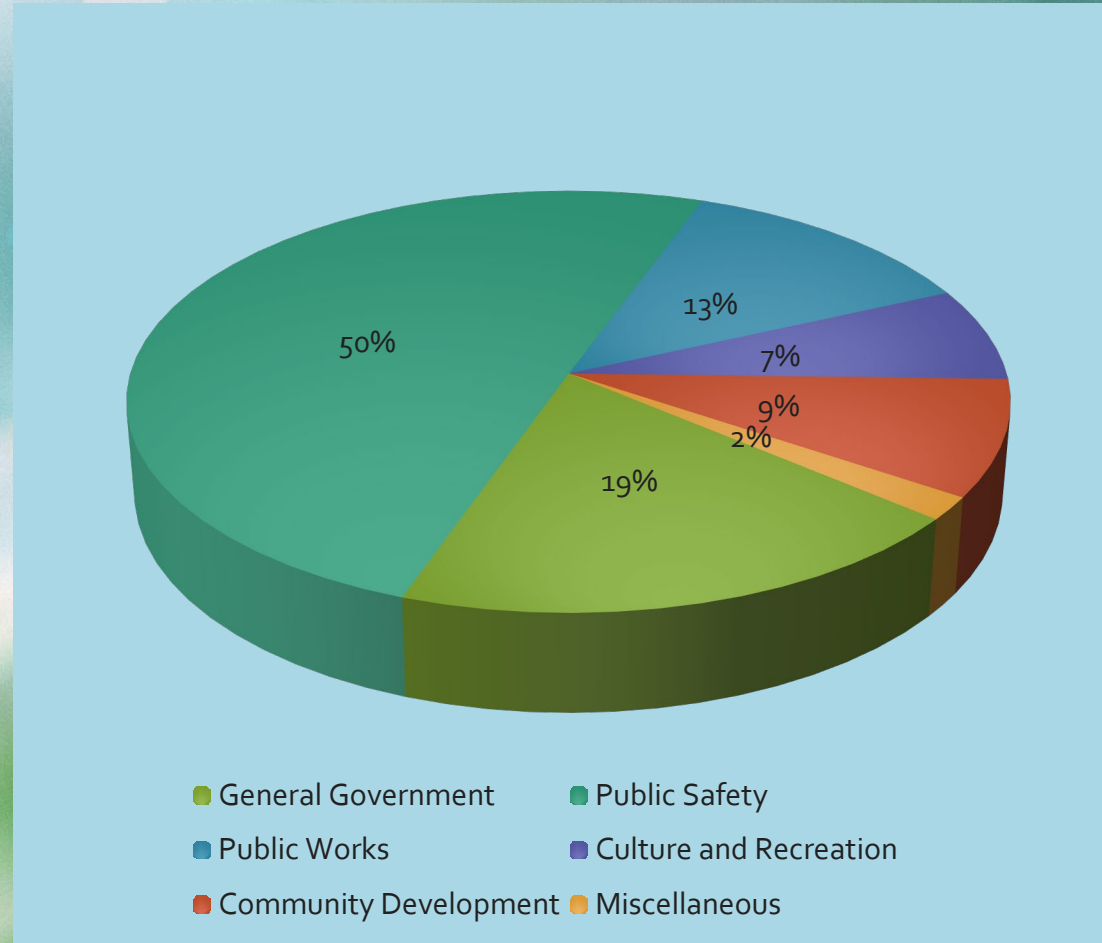


Local Government Aid



General Fund Expenditures-by Category

	2025 Budget
General Government	\$1,175,500
Public Safety	2,967,000
Public Works	688,000
Culture and Recreation	407,700
Community Development	502,800
Miscellaneous	10,000
Transfers	0
Total expenditures	\$5,751,000



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

General Government

16

Public Safety

24/7 police and fire response in town.

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

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

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

Street/Recycling

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

Parks/Trails

Playground equipment

Ball field maintenance

Maintenance of parks

Skating rinks

Trail maintenance

Community Development

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

Debt Service, Capital, & Miscellaneous-

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

Other Funds

Special Revenue

- Police Forfeiture

Debt Service

- 2015 Bonds
- 2017 Bonds
- 2023 Bonds

Capital

- Capital Equipment
- Building
- Streets
- Gambling
- Park

Enterprise Funds

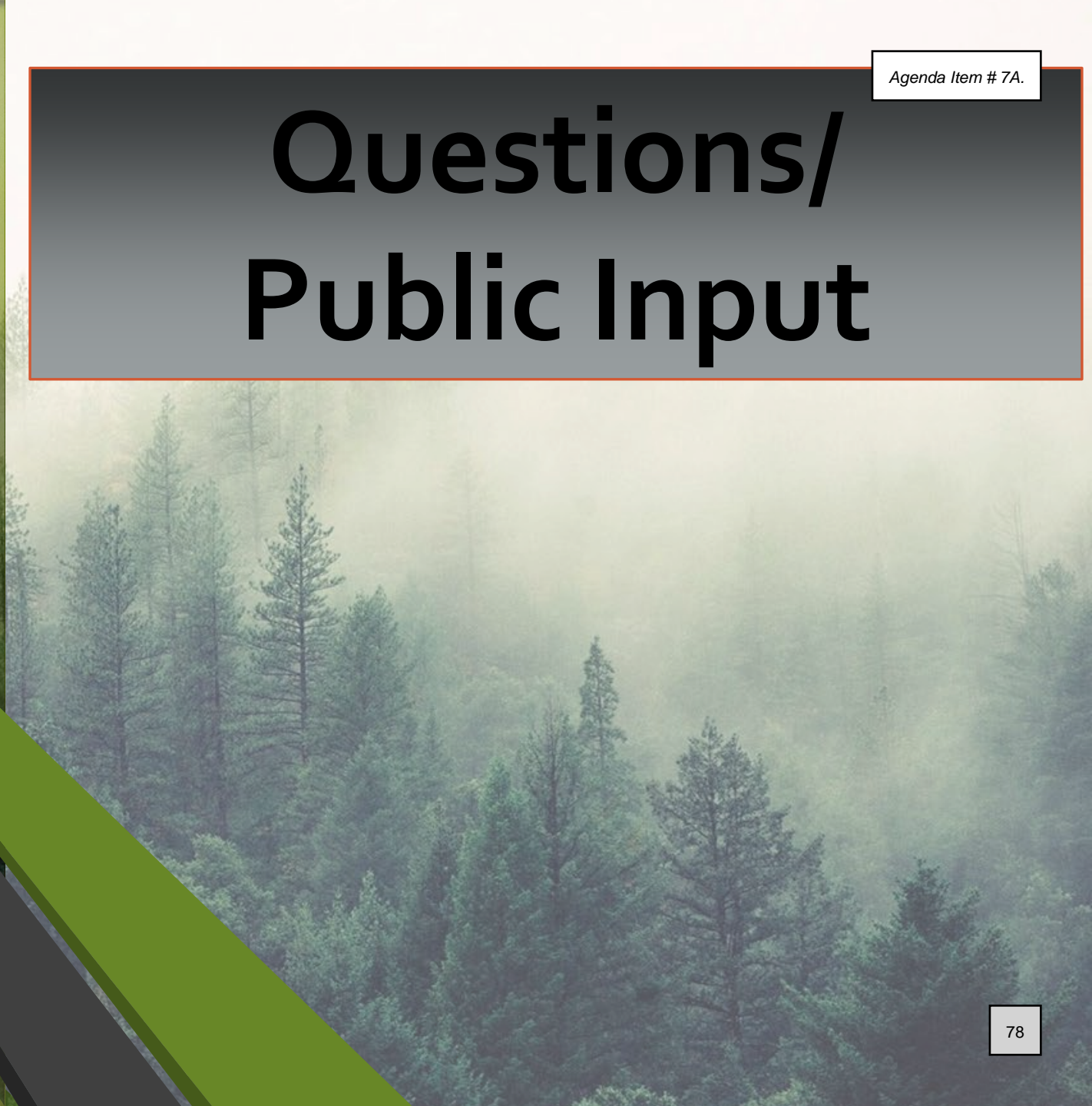
Water Fund

Wastewater Fund

Storm Water Fund

Liquor Fund

Questions/ Public Input



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

RESOLUTION 2024-42

RESOLUTION CERTIFYING TAXES PAYABLE IN 2025

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

1. The following sums of money be levied for the current year, collectible in 2025, upon the taxable property in said City of St. Francis, for the following purposes:
- 2.

General Operating Levy	
General Fund	\$ 3,900,000
Capital Equipment Fund	360,000
Building Improvements	25,000
Parks	200,000
Street Improvements	600,000
Total General Operating Levy	<u>\$ 5,085,000</u>
Debt Service Levy	
2017A Debt Service	310,000
2023A Debt Service	790,000
Total Debt Service Levy	<u>\$ 1,100,000</u>
Total Levy	<u>\$ 6,185,000</u>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF DECEMBER, 2024.

APPROVED:

Joseph Muehlbauer, Mayor

ATTEST:

Jennifer Wida, City Clerk

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

RESOLUTION 2024-43

RESOLUTION ADOPTING A BUDGET FOR 2025

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA that a budget for 2025 is hereby adopted as outlined in the following summary:

Fund	Revenues	Expenditures	Transfers in	Transfers out	Net
General	\$ 5,686,000	\$ 5,751,000	\$ 65,000	\$ -	\$ -
Police Forfeiture	\$ -	\$ -	\$ -	\$ -	\$ -
EDA	\$ -	\$ -	\$ -	\$ -	\$ -
Park	\$ 201,000	\$ -	\$ -	\$ -	\$ 201,000
Debt-#327	\$ 6,000	\$ 31,825	\$ -	\$ -	\$ (25,825)
Debt-#330	\$ 311,000	\$ 460,981	\$ 165,000	\$ -	\$ 15,019
Debt-#335	\$ 791,000	\$ 544,607	\$ -	\$ -	\$ 246,393
Gambling	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
Capital Equipment	\$ 380,000	\$ 1,007,275	\$ 40,000	\$ -	\$ (587,275)
Building	\$ 55,000	\$ -	\$ -	\$ -	\$ 55,000
Street	\$ 769,100	\$ 339,000	\$ -	\$ -	\$ 430,100
Water	\$ 1,674,300	\$ 1,285,444	\$ 37,100	\$ (102,500)	\$ 323,456
Sewer	\$ 2,027,400	\$ 2,149,039	\$ -	\$ (139,600)	\$ (261,239)
Stormwater	\$ 252,000	\$ 238,700	\$ -	\$ -	\$ 13,300
Liquor	\$ 3,140,500	\$ 3,070,700	\$ -	\$ (65,000)	\$ 4,800
Total	\$ 15,328,300	\$ 14,878,571	\$ 307,100	\$ (307,100)	\$ 449,729

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

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

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

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

BE IT FURTHER RESOLVED that all appropriations which are not encumbered or expended at the end of the fiscal year shall lapse and shall become part of the unencumbered fund balance which may be appropriated for the next fiscal year except

appropriations for capital improvement projects which shall not lapse until the project is completed or canceled by the City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF DECEMBER, 2024.

APPROVED:

Joseph Muehlbauer, Mayor

ATTEST:

Jennifer Wida, City Clerk



**CITY COUNCIL
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Ordinance Amendment – Chapter 2-9-1 Fee Schedule, 2nd Reading
DATE: December 2, 2024

OVERVIEW:

Fee Schedule changes for the 2025 calendar year are as follows:

- Dance – clarify it also includes special event permits
- Investigative fee – due to increased costs, increasing fee
- Taxicab – remove no longer licensing
- Returned Check fee – due to increased costs, increasing fee
- Golf Cart Permit- approved for permitting to match snowmobile permits when city opened access to greater areas in the City
- Liquor and Tobacco – update to include Ordinance identified and existing fees for tobacco, CBD/THC fees for registration, violations and renewal -set by the OCM.
- Environmental Review/EAW, identify that this item includes the EAW and increase escrow to anticipated maximum cost of documentation
- Community Center – Defined fees are specific to 23340 Cree Street Community room. Removal of waiver of damage deposit will provide funds in the event of room damage, spills and cleaning above normal use

At the November 16th meeting Council requested comparisons in regard to the fee’s for the community center rental. The following were found:

Andover

- Senior Center - \$5 annual membership, large room with kitchen and pool table
- Community Center – attached to YMCA, rooms to seat 16 to 40 people

Anoka

- Senior Center – daily scheduled activities
- Meeting Room - \$200 deposit, seats 72, small kitchen, cable tv, commercial coffee maker
- City Hall Room A – for 220 people
 - \$50 to \$150 a day depending on day of the week and time of the day. No difference between resident and non-resident
 - \$200 deposit
- City Hall Room B – Kitchenette area with service window and counters
 - \$25.00 add on to Room A

Athens Township – no information online about a community center

Bethel – no information online about a community center

East Bethel

- Senior Center - \$10 annual membership, fits 200, kitchen and meeting space
- Community Center – 2200 square feet, seats 175, unsure about kitchen
 - Residents \$0 fee plus \$100 deposit
 - Non-residents \$50 a day fee plus \$100 deposit
 - Non supervised, city provides key

Elk River

- Senior Center - \$75 hour with a 2 hour minimum, \$100 deposit. Tables, chairs (dining style) desk, computer, fireplace, pool table
- Meeting space “Lobby Room” - \$125 hour, seats 150

Ham Lake

- Senior Center – entire lower level of city hall building, structured daily activities, unsure if rentable.
- Indoor space (several at parks)
 - Resident \$50 fee plus \$150 deposit,
 - Monday – Thursday
 - Non-resident \$100 fee plus \$150 deposit, Monday – Thursday
 - Resident \$100 fee plus \$150 deposit, Friday – Sunday

- Non-resident \$175 fee plus \$150 deposit, Friday - Sunday

Linwood Township

- Senior Center – daily structured events
- Meeting Room – rentable by the hour, table/chairs, tv, wifi

Nowthen

- Historic Town Hall – 220 people
 - Resident \$54.06, Non-Resident \$108.13
 - Damage deposit not identified

Oak Grove – no information online for a community center

Ramsey

- Park Facilities (multiple) – kitchens, tables/chairs, indoor and outdoor seating options, BBQ, heat. No staff monitoring, keys picked up and dropped off
 - Resident \$15 to \$40 room dependent
 - Non-resident \$25 to \$60 room dependent
 - \$100 damage deposit
 - \$65 for city to move tables and chairs

TIMELINE:

1st Reading: November 18, 2024

2nd Reading: December 2, 2024

30-day public Comment: December 6, 2024

Effective: January 6, 2025

ACTION TO BE CONSIDERED:

Council to review and approve the first reading of the ordinance amendment to 2-9-1 Fee

Schedule as presented.

Attachments:

- Ordinance Amendment xx to Chapter 2, Section 9 Fee Schedule – Red Line Version

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

ORDINANCE 337

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

THE CITY OF ST. FRANCIS ORDAINS:

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS
THIS 2nd DAY OF DECEMBER, 2024.

APPROVED:

Joseph Muehlbauer
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk

2-9-1. Fee schedule.**ADMINISTRATIVE FEES**

ADMINISTRATIVE PENALTIES	
1 st Offense	\$100
2 nd Offense	\$200
3 rd Offense	\$500
4 th Offense	\$1,000
5 th Offense and beyond	\$2,000
Administrative Hearing Fee	\$750

ANIMAL FEES	
Administrative Fee	\$50/Day
Pick up Service Fee	
- 8 a.m. to 6 p.m.	\$60/Hour
- 6 p.m. to 8 a.m.	\$80/Hour
Boarding Fee	\$25/Day
Dog License	\$10/1-2 Year Vaccinations \$15/3 Year Vaccinations
Potentially Dangerous Dog Registration	\$250/Year
Dangerous Dog Registrations	\$500/Year
Kennel	
- Homebased	\$70/Year
- Commercial	\$90/Year
Chickens	\$120/One time

AMUSEMENT AND RECREATION	
Amusement Machine	\$15/Location + \$15/Machine
Dance and/or Special Events	
- Annual	\$100/Year
- Per Event	\$10 25/Event

BUSINESS AND SERVICE LICENSES	
Investigation Fee	\$750
Adult Entertainment Use	\$4,000/Year
Bed and Breakfast Use	\$100/Year
Sauna/Massage Parlors	\$2,000/Year
Fireworks	
- Retail/Tent	\$50/Occurrence
- Pyrotechnic Display	\$50/Occurrence
Pawnbroker	\$1,000/Year + \$1.25 per Transaction
Refuse Hauler	\$200/Year + \$50/Truck
Massage Therapist	\$200/Year

Taxicab	\$150/Year
Driver or Operator License Fee	
Towing/Impound	\$150/Year
Finger Printing	\$15.00 per card
Transient Merchant/Peddler	
- Week	\$50
- Month	\$150
- 60 Days	\$300
- Farmers Market - Season	\$120
- Farmers Market - Day	\$20
Excavations/Mining	
- Active Area Fee	\$50/Acre
- Inactive Area Fee	\$25/Acre
- Restoration Credit	\$25/Acre

COUNCIL/COMMISSION PAY	
City Council Per Diems Per Day	\$35 for four hours or less; \$70 for more than four hours
- Special Council Meetings	
- Council Retreats/Work Sessions	
- Economic Development Authority Negotiations (EDA)	
- League of MN Cities Functions	Prior Approval Required
- Labor Negotiations	Prior Approval Required
- Employee Interviews	Prior Approval Required
- Mayor Only:	
o School/County Liaison	Mayor may appoint Council members to fulfill his obligations and approve attendance.
o MN Mayors Association	
o Speaking Engagements and other Civic Org.	
o Closing Property Acquisition	
o Fire District Study Group	
Planning Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Park Commission	
- Chairman	\$25/Meeting Paid Annually
- Member	\$20/Meeting Paid Annually
Economic Development Authority	\$20/Meeting Paid Annually
Upper Rum River Watershed—Resident Appointed by Council	\$20/Meeting Paid Annually

DOCUMENT SERVICES	
Accident, Police, and Fire Reports	\$.25/Page; Over 100 Pages TBD
Copies	
- Paper/Copied	\$.25/page
- Thumb Drive - videos or photos	\$40.00 per drive

- Body worn & squad cam -redaction	\$40.00 minimum per video plus additional redaction fees and staff time.
- Colored Copies of Photos	\$3/Page
- Certificate of Survey (non-homeowner)	\$2/each
- City Council Agenda & Minutes (mailed)	
° Resident	\$25/Year or \$5/weekly
° Non-Resident	\$25/Year + Postage or \$10/weekly + Postage
- Planning/Park Commission Agenda & Minutes (mailed)	
° Resident	\$12/Year
° Non-Resident	\$12/Year + Postage

GENERAL AND MISCELLANEOUS	
Election Filing Fee	\$5
Mileage reimbursement for Personal	Current IRS Rate
Notary	\$2/Document for non residents
Public Nuisance Violation Administration Fee (assessable)	\$75/Occurrence
Certify Delinquent Invoices (except utilities)	10% of Delinquency
Certify Delinquent Utility Bills	10% of Delinquency
Fire Department Charges	See Ordinance 138
Fire Department - Burn Permit	\$10.00
Returned Checks	\$ 30 50/Check
Golf Cart Permit	\$15/Annual
Snowmobile Permit	\$15/Annual
Special Assessment Administrative Fee	\$100
Special Assessment Search	\$20/Each

LIQUOR AND TOBACCO LICENSE , CBD AND TCH REGISTRATION	
Liquor License	
- 3.2% Malt—Off Sale	\$50/Year
- 3.2% Malt—Off Sale—Special Event	\$25/Event
- 3.2% Malt—On Sale	\$200/Year
- Club License	\$200/Year
- Wine License	\$200/Year
- Intoxicating Liquor—On Sale	\$4,000/Year
- Intoxicating Liquor—Sunday Sales	\$200/Year
- Investigation Fee:	
° Single Application	\$200
° Partnership	\$300
° Corporation	\$400
Tobacco License	\$150/Year
Tobacco Product Shop License	\$500/Year
Penalties:	1st Offense: \$300.00
	2nd Offense: \$600.00
	3rd Offense: \$1,000.00

CBD and THC Registration Registration Violation Annual Renewal	\$500.00 or 50% of state, whichever is less \$2000.00 \$1000.00 or 50% of state, whichever is less
--	--

BUILDING FEES

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

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

BUILDING PERMIT—SET FEE	FEE	ESCROW/STATE FEE
Admin Zoning Fee for Permits	\$50	
Accessory Structures 200 sq. ft. and less	\$50 zoning permit	
Accessory Structure over 200 sq. ft	By valuation	State Surcharge
Basement Finishes Permit	\$140	State Surcharge
Building Demolition	\$110	\$500
Building Demolition—Commercial	By Valuation	\$1,000
Building Relocation Permit	\$110	Performance Security Required
Contractor Verification Fee	\$10	
Dock Permit	\$50	\$250

Driveway Permit—New & Replacement		
- Under 75' Length	\$50	\$250
- Over 75' Length	\$100	\$500
- Over 600' Length	\$350	\$2,000
- Parking Pad or Driveway Extension	\$50	
Fence—Residential Only		
- 6' and under	\$50 Zoning Permit	
Fireplace	\$120	State Surcharge
Fuel Tank Removal	\$120	
Engineer's Review of Building Permit	\$154	
HVAC—Heating Installations	\$120	State Surcharge
HVAC—Air Conditioning	\$120	State Surcharge
Inspections—After Hours	\$70/Hour, minimum 2 hours	
Investigation Fee	Not to exceed permit fee	
Irrigation—Connected to City	\$75 back flow preventer	State Surcharge
Manufactured Home Setup	\$100	State Surcharge
Micro-Unit Inspection, per MN Rule 327.30	\$100	
On-Site Septic		
- Type I—IV	\$275	
- Type V	By cost incurred	
- Operating Permit	\$125/Year	
- Soil Verification	\$120	
- Septic System Pumping Verification	\$20	
Parking Lot—Commercial	\$120	\$1,000 + State Surcharge
Plan/Zone Review of Building Permit	\$195	
Plumbing	\$120	State Surcharge
Pools exceeding 5,000 gallon and 24" in depth	By Valuation	State Surcharge
Re-Inspection Fee	Not to exceed \$75/Trip	
Retaining Wall Over Four Feet	By Valuation	State Surcharge
Roofing—Residential Single-Unit Detached	\$120	State Surcharge
Roofing—Residential attached townhomes, twinhomes, and multifamily	By Valuation	State Surcharge
Siding—Residential Only	\$95	State Surcharge
Signs	\$120	State Surcharge
Solar—Residential/Commercial	\$120	State Surcharge
Water Softener Permit—Residential Only	\$75	State Surcharge
Water Heater—Residential Only	\$75	State Surcharge
Windows/Doors	\$120	State Surcharge
Commercial Buildings (Plumbing, Mechanical, Fire Alarm, etc.)	By Valuation	State Surcharge

- All commercial permits and anything not listed above will be based on valuation + plan review + State Surcharge.
- Permits over 180 days of inactivity are null and void with no refund.
- Permit extension not to exceed ½ permit fee and Building Inspector makes determination.

- No refund on plan review fees; maximum refund is 75% of total fee for permit fees; no refund for State Surcharge.
- STATE SURCHARGE collected in accordance with MN Statutes 326B.148.

NEW CONSTRUCTION/REMODEL ESCROW DEPOSITS	
Admin Escrow Fee/Non-Refundable	\$250/per property
3" Topsoil	\$1,000
Culvert	\$1,500
Curb Box and Meter	\$1,500
Driveway	\$3,000
Erosion Control	\$300—\$500
Final Grading	\$500—\$1,500
Litter/Debris Clean-Up	\$300—\$500
Retaining Wall	\$30.00 per sq. ft.
Sidewalk	\$12.00 per sq. ft.
Sod/Seed	\$3,500
Steps	\$12.00 per sq. ft.
Swimming Pool Fence	\$1,500
Street Cleaning	\$250
Trees	\$750

COMMUNITY DEVELOPMENT FEES

LAND AND PROPERTY USE	FEE	ESCROW/STATE FEE
Administrative Subdivision	\$350	\$2,000
Annexation	\$250	\$2,000
Appeal	\$200	\$1,000
Comprehensive Plan Amendment	\$450	\$2,000
Conditional Use Permit	\$350	\$2,000
Environmental Review /EAW	\$350	\$650 <u>\$50,000</u>
Excavation/Fill Permit (Admin)	\$100	\$250
Excavation/Fill Permit (IUP)	\$350	\$2,000
Home Occupation (IUP)	\$350	\$2,000
Interim Use Permit	\$350	\$2,000
Minor Subdivision	\$350	\$2,000
Ordinance Amendment	\$350	\$2,000
Planned Unit Development	\$350	\$2,000
Rental Housing Licensing		
- Single Family or First Unit	\$50	
- Each Additional Unit	\$15/Each	
- Late Fee Due 1/16	\$50	
- Late Fee Due 3/16	\$150	
- Conversion Fee	\$100	
- Re-Inspection Fee	\$25/Each Unit	
Sign Permit Zoning Review (Admin)	\$75	
Sign Permit Zoning Review (Full)	\$250	\$350
Sign Permit Zoning Review (Temporary)	\$25	

Sign Permit—Commercial	By Valuation	State Surcharge
Rezoning	\$350	\$2,000
Site and Building Plan Review (Admin)	\$100	\$250
Site and Building Plan Review (Full)	\$350	\$2,000
Street/Utility Easement Vacation	\$350	\$1,000
Subdivision		
- Sketch Plan	\$300	\$500
- Preliminary Plat (Rural)	\$400	\$400 + \$125/Lot
- Preliminary Plat (Urban)	\$400	\$425 + \$175/Lot
- Final Plat	\$350	\$650
Temporary Habitat Permit	\$500	\$5,000
Temporary Outdoor Sales Permit/License	\$50	
Wetland		
- Replacement Plan Review with Plat	\$350	\$650
- Replacement Plan and Excavation	\$350	\$650
- Delineation	\$350	\$1,000
Vacant Building Registration Fee		
- First Year	\$125	
- Second Year Renewal	\$250	
- Third Year Renewal	\$350	
- Fourth Year Renewal	\$500	
- Fifth Year Renewal and Beyond	\$700	
- Vacant Building Administration Fee	\$100	
Variance Application	\$350	\$2,000
Park Dedication	2,500/Lot	
TIF Application/Business Subsidy	\$350	\$3,000

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

PUBLIC WORKS FEES

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

Warming House	\$80/Event	\$130/Event
---------------	------------	-------------

COMMUNITY CENTER - 23340 Cree Street	
Resident	\$50/Event
Non-Resident	\$100/Event
Damage Deposit	\$150
Late Key Return	\$25 if not returned within 2 business days of event
City Benefit — St. Francis Lions/Lioness — St. Francis Senior Citizens Group — St. Francis Area Jaycees — St. Francis Youth Association — (4 H, Scouts, Hockey, etc.) — St. Francis Ambassador Program — St. Francis Area Chamber of Commerce — Other Government Agencies — Local Church Organizations — St. Francis Based Non-Profit Organizations	Damage Deposit + Fees will be waived for these uses unless the Council specifically determines that the fees should be imposed. Donations will be accepted for use of facility unless Council specifically determines that the fees should be imposed.
Priority for Use in Event of Conflict — City of St. Francis — Non-Profit located with the City limits — Residents (individuals or groups) — Non-Profit located outside of City limits — Non-Residents (individuals or groups)	Based on earliest request if more than one applicant of the same class seeks conflicting dates.

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

STREET AND ROADS

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

UTILITY FEES	
Access Charge	
- Sewer Equivalent Connection	\$4,284/Each
- Water Equivalent Connection	\$3,060/Each
Truck Line Charge	
- Water Truck Line Availability	\$2,956/Net developable acres
- Sanitary Sewer Truck Line Availability	\$4,150/Net developable acres
Tapping and Connection Permits	
- Tapping and Water Connection	\$125
- Tapping and Sewer Connection	\$125
- Water Connection	\$50
- Sewer Connection	\$50
Water Meter Deposit Equipment	
- ¾"	\$465.15
- 1" and Larger	Cost + 10%
Water Shutoff/Disconnect 7:00 a.m.—3:00 p.m., Water Reconnect 7:00 a.m.—3:00 p.m.	\$35 \$35 The Disconnect and Reconnect fee for water shall be waived if a resident leaves for two consecutive months during the time from October to March.
Meter Repair (not removal or installation)	Time and Materials/\$50 minimum
Curb Stop	
- Locate	
° Summer	\$25 minimum
° Winter	\$50 minimum
- Driveway Cover	Cost
- Repair	Time and Materials with \$50 minimum
- Box	Cost
Hydrant and Gate Valve Repair	Time and Materials with \$50 minimum
Hydrant Meter Deposit	\$800
Non-Response to Tagging Notice	\$250/Month until resolved
Unmetered Use of City Water	\$200/per occurrence
Wells and Well based Irrigations	\$20

SEWER RATES	
Monthly Base Fee	\$21.66
Charge per 1,000 Gallons Used	\$8.49 equivalent conn
Sewer Users Only	Sewer Base Rate + 6,000 Gallons @ Water Rate

- Winter residential sewer rates (November through April billings) are based on actual water consumption used for the month billed.

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

STORMWATER	
Stormwater Rate	\$6.00/Month per Parcel (\$72/Year) \$10.00 Late fee, applied July 1st
Grading/ESC Escrow	\$2,000 per gross acre or \$750 per SF or Twin family home. Whichever is greater.

WATER RATES	
Monthly Base Fee	\$16.04
- MN State Test Fee	\$0.81
Charge per 1,000 Gallons Used per Equivalent Connection	
- 0—14,999	\$4.97 equivalent conn
- 15,000—29,999	\$5.21 equivalent conn
- 30,000—44,999	\$6.10 equivalent conn
- 45,000+	\$7.18 equivalent conn
Bulk Water	
- System Access Charge	\$50
- Charge per 1,000 Gallons Used	\$6.84

(Ord. 196, SS, 7-21-2014, eff. 8-24-2014; Ord. 201, SS, 6-05-2015, eff. 7-06-2015; Ord. 226, SS, 12-05-2016, eff. 1-09-2017; Ord. 230, SS, 9-5-2017; Ord. 235, SS, 12-4-2017; Ord. 241, § 1, 7-2-2018; Ord. 244, SS, 12-17-2018, eff. 1-16-2019; Ord. 248, SS, § 1(Exh. A), 5-20-2019; Ord. 256, SS, § 1(Exh. A), 12-2-2019; Ord. 267, SS, § 1(Exh. A), 12-7-2020, eff. 1-11-2021; Ord. 286, SS, 12-20-2021; Ord. 302, SS, § 1(Exh. A), 12-5-2022; Ord. 311, SS, § 1(Exh. A), 4-3-2023; Ord. 324, SS, § 1(Exh. A), 11-20-2023)

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

RESOLUTION 2024-44

**A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF
ORDINANCE 337, AMENDING SECTION 9-2-1 OF THE CITY CODE REGARDING
THE FEE SCHEDULE**

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 337 Second Series will clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance 337, Second Series is approved for publication:

**CITY OF ST. FRANCIS, MINNESOTA
ORDINANCE 337**

Section 1. The St. Francis City Code is hereby amended to include the following ordinance summarized below:

St. Francis City Code is amending Section 2-9-1 the previously adopted Fee Schedule

Section 2. The full ordinance will be in effect 30 days from this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd DAY OF DECEMBER, 2024.

APPROVED:

ATTEST:

Joseph Muehlbauer, Mayor

Jennifer Wida, City Clerk

MEMORANDUM

To: Honorable Mayor and City Councilmembers

Kate Thunstrom, City Administrator

From: David Schaps, City Attorney’s Office

Date: November 27, 2024

Re: Approval of Labor Agreement with Law Enforcement Labor Services #319 Patrol Officers for 2025-2027

Please allow the memorandum to provide information regarding the negotiations with the Police Officers Union LELS Local #319.

Based upon the direction from the City Council pursuant to its November 4th, 2024 closed session to discuss the City’s labor negotiation strategy, our office and City Administrator Kate Thunstrom conveyed a “Final and Best” offer to the Union. The Union has accepted the offer.

The agreement changes are summarized as follows:

Title Page: dates updated

5.4: Language added referencing statute on arbitrator selection on disciplinary action. This is per a state law change and is a housekeeping matter.

9.1: Union requested a language correction to accurately state what the officers currently receive. This is because there is a cap in Section 17.6 – and makes this a purely housekeeping change.

13.1: Juneteenth added to the list of holidays as a housekeeping change.

13.2: Modified to add the 8 hours of holiday for Juneteenth –the new total is 100 hours. This is a housekeeping item.

13.4: Wavier language added on inclement weather. This was required per a state law change in the last session that required the City to negotiation that public safety cannot use ESST during an

EXPERIENCE | TRUST | RESULTS

Charles M. Seykora
Beverly K. Dodge
Joan M. Quade *
John T. Buchman *
Scott M. Lepak
William F. Huefner
Bradley A. Kletscher

Timothy D. Erb
Adriel B. Villarreal
Tammy J. Schemmel
Carole Clark Isakson
Joseph J. Deuhs, Jr.
Cathryn D. Reher
Jason C. Brown

Thomas R. Wentzell
David R. Schaps
Carla J. Pedersen
Kristin L. Kingsbury *
Lindsay K. Fischbach
Tyler W. Eubank
Bobbi Hermanson-Albers

Erik C. Ordahl *
Stephany J. Elmer
Rachel L. Farhi
Ashley Kemplin-Gamm *
Kate R. Fredrickson
James S. Robbins *
Jacob W. LeVahn

Jamie L. Carrell
Travis J. Lutz
Katie J. Bogart
Ellen M. Stirzl
Kyle T. Manderfeld

Senior Counsel
Joel T. LeVahn
Of Counsel
James H. Wills *
Scott M. Hagel
Robert A. LaFleur
* Also Licensed
In Wisconsin

emergency weather event.

14.2: Language added to pay out a portion of vacation. This is for the term of this contract only and would have to be negotiated in the future. Please note that this Article is subject to the extended Vacation and Severance MOU Extension (so it is not fully cleaned up). The reasoning for providing this was to reduce vacation banks and thus bring current overtime costs down.

17.2: Investigator clothing language added. This provides that the investigator can purchase professional work clothing with their uniform allotment when assigned to the position. The dollar amount did not change.

17.3.5: Medical leave cost sharing language added. This codifies what is in state statute and caps the City’s contribution level.

17.8: Carrier replacement language added.

Appendix A. Investigator differential language added (\$3.00).

Vacation and Severance, and Employee Wellness MOUs are updated with new dates for the duration of the contract so as to extend them.

Duration: Three year contract covering 2025-2027.

Wages: 2025 - 9% market adjustment / 3% Cola

2026 - 4% market adjustment / 3% Cola

2027 - 3%

Vacation and Severance and Employee Wellness memorandum of understandings were both extended for the duration of the agreement.

As reference – the Unions initial wage request was a 4% COLA each year (implementation 1/1) of the contract after the initial wage adjustment (year 1 – 23%, year 2 – 4%, year 3 – 4%).

All other terms and contract language remain as is for the duration of this contract.

At the time of the writing of this memorandum, the Police Officer’s union was reviewing the redline version of the updated contract. Upon their confirmation of the language and associate salary tables, the City Council conducts the final review of the agreement. Please note that review of the final agreement is a standard “housekeeping item” process, however, staff is of the opinion that this can move forward.

Overall, the contract reflects the City Council’s direction to implement the recommendations of the Abdo compensation analysis.

Recommendations and Requested Council Action:

Staff recommends the City Council approve the agreement as presented. Approval is subject to City Attorney approval as to form.

LABOR AGREEMENT

between

THE CITY OF ST. FRANCIS

and

**LAW ENFORCEMENT
LABOR SERVICES, INC.**

**Representing
POLICE OFFICERS**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

TABLE OF CONTENTS

	PAGE
ARTICLE I. PURPOSE OF AGREEMENT	1
ARTICLE II. RECOGNITION.....	1
ARTICLE III. UNION SECURITY.....	1
ARTICLE IV. NO STRIKE.....	2
ARTICLE V. GRIEVANCE PROCEDURE.....	2
ARTICLE VI. MANAGEMENT RIGHTS	5
ARTICLE VII. NON-DISCRIMINATION.....	5
ARTICLE VIII. SAVINGS CLAUSE.....	6
ARTICLE IX. SICK LEAVE	6
ARTICLE X. JURY DUTY	7
ARTICLE XI. LEAVES OF ABSENCE	7
ARTICLE XII. HOURS OF WORK	8
ARTICLE XIII. HOLIDAYS	9
ARTICLE XIV. VACATIONS.....	10
ARTICLE XV. FUNERAL LEAVE	11
ARTICLE XVI. DISCIPLINE.....	11
ARTICLE XVII. WAGE RATE.....	12
ARTICLE XVIII. SENIORITY	15
ARTICLE XIX. COMPLETE AGREEMENT.....	16
ARTICLE XX. DURATION.....	17

LABOR AGREEMENT
between
THE CITY OF ST. FRANCIS
and
LAW ENFORCEMENT LABOR SERVICES, INC.

This Agreement is entered into by and between the City of St. Francis, hereinafter called the “Employer” and the Law Enforcement Labor Services, Inc., hereinafter called the “Union.” This Agreement shall apply to only full-time employees.

ARTICLE I.
PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment; and
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of the Agreement

The Employer and the Union, through this Agreement continue their dedication to the highest quality police protection for the citizens of St. Francis. Both parties recognize this Agreement as pledge of this dedication.

ARTICLE II.
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the employees of the City of St. Francis, in the unit of:

"All essential employees of the St. Francis Police Department, St. Francis, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 14, excluding supervisory and confidential employees."

ARTICLE III.
UNION SECURITY

- 3.1 The Employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are members of the Union and who request in writing to have their regular monthly Union dues checked off and remit to the appropriate designated officer of the Union.
- 3.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of

any action taken or not taken by the Employer under provisions of this Article.

- 3.3 The Union may designate one (1) employee from the bargaining unit to act as steward and one (1) employee to act as alternate and shall inform the Employer in writing of such choice.

**ARTICLE IV.
NO STRIKE**

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.
- 4.2 In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE V.
GRIEVANCE PROCEDURE**

- 5.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 5.2 Union Representatives. The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of this Agreement.
- 5.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

5.4 Procedure. Grievances, as defined in Section 5.1, shall be resolved in conformance with the following procedure:

- Step 1.** An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- Step 3.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4.** A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" established by the State of Minnesota Bureau of Mediation Services. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota State Statutes Section 626.892, as amended.

5.5 Arbitrator's Authority.

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

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

5.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 5 or another appeal procedure, and shall sign

a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 5. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**ARTICLE VI.
MANAGEMENT RIGHTS**

- 6.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities, including municipal policies and work rules. The prerogatives or authority which the Employer has not official abridged, delegated or modified by this Agreement are retained by the Employer.
- 6.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of St. Francis in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, and to perform such other inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- 6.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**ARTICLE VII.
NON-DISCRIMINATION**

Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, national origin, marital status, status with regard to public assistance, disability, known relationship or association with an individual who has a disability, age or religion. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans With Disabilities Act.

**ARTICLE VIII.
SAVINGS CLAUSE**

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

**ARTICLE IX.
SICK LEAVE**

- 9.1 All employees in the bargaining unit shall accumulate sick leave at the rate of one (1) working day, based on their regularly scheduled hours per shift, each calendar month of full-time service. Less than full-time employees shall receive sick leave on a pro-rated basis. Sick leave may be accumulated to a maximum of four hundred ninety-six (496) hours. Any accumulation over four hundred (400) hours shall be placed in the sick leave bank to be used for personal illness or family illness allowed by state statute. Sick leave shall be charged in one (1) hour increments.

- 9.2 Sick leave shall be granted for absence from duty because of illness, injury or legal quarantine of the employee or minor child. In addition, sick leave may be used in the following instances:
 - a. An employee may use accrued sick leave benefits for absences due to an illness of or injury to the employee's child, stepchild, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury except that leaves due to illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no more than 160 hours in any 12-month period.

 - b. An employee may also use sick leave for safety leave for such reasonable periods of time as may be necessary up to 160 hours in any 12 month period. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

- 9.3 In order to be eligible for sick leave with pay, an employee must:

- A. Report to the Chief of Police the reason for the absence by 8:00 a.m. or if the employee is not on a day shift at least two hours prior to the start of the shift.
 - B. Keep the Chief of Police informed of his/her condition.
 - C. Submit a medical certification if the absence is more than three (3) days if required by the Chief of Police.
- 9.4 An employee who has been unable to work for a period of time because of illness or accident may be required, before being permitted to return to work, to provide medical evidence that he/she is again able to perform all significant duties of his/her job in a competent manner and without hazard to the employee or others. All medical evidence must be supplied by a certified physician approved by the Employer.
- 9.5 Claiming sick leave when the employee or immediate family members are not ill or suffering from accident may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination of employment. The Employee must notify the Chief of Police of his/her need for leave at the earliest possible moment and before the start of his/her scheduled working hours. Failure to notify the Chief may result in payroll deduction for such time taken.
- 9.6 In the event an employee is absent for three (3) consecutive working days without authorized leave, he/she shall be deemed to have voluntarily resigned. If the Employee can show to the satisfaction of the Employer that his/her absence or failure to report for work was due to an emergency beyond the Employee's control the Employer may permit his/her reinstatement. Employees who are absent without authority leave for periods of less than three (3) consecutive working days will be subject to disciplinary action.

**ARTICLE X.
JURY DUTY**

All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid his/her regular salary by the City, with the understanding that upon the completion of his/her jury duty, he/she shall exhibit the jury check to the Chief of Police and that amount of such check, less the amount included for traveling expenses, shall be deducted from the employee's next regular pay check.

**ARTICLE XI.
LEAVES OF ABSENCE**

The City Council, in its sole discretion, may grant any regular employee a leave of absence without pay for a period not to exceed ninety days. Such leave may be extended to a maximum period of one year where the City Council, in its sole discretion, believes extraordinary circumstances warrant such extension. No vacation or sick leave shall accrue during a leave of

absence without pay.

**ARTICLE XII.
HOURS OF WORK**

- 12.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The Employer reserves the right to establish work schedules without regard to unusual or traditional practices. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the right to establish work schedules. These schedules shall be posted on the first day of each month period to the scheduled month, (example: October schedule to be posted September 1st).
- 12.2 All hours worked in excess of 160 hours in a 28-day work cycle shall be compensated for with pay at the rate of time and one-half regular salary. For the purpose of this section, vacation, sick leave and holiday bank time used shall be considered as time worked. For any employee called in to work other than during the scheduled work shift, a minimum of two (2) hours pay shall be granted at the rate of one and one-half (1½) times at their base rate of pay.
- 12.3 Court time. An employee who is required to appear in Court during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. Effective the date of ratification of the agreement by both parties, an employee shall receive two (2) hours of stand-by pay at straight time if court is canceled without a minimum of 24 hours' notice and the employee is on scheduled off duty time. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hours minimum court time or cancellation time. Said payment is subject to appropriate verification.
- 12.4 Except as limited by Section 12.1 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 12.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.
- 12.6 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 12.7 Employees will not lose existing accrued compensatory time off and may use this accrued compensatory time off on the same basis as under the prior collective bargaining

agreement.

**ARTICLE XIII.
HOLIDAYS**

13.1 The following days are established holidays:

- | | |
|-------------------------------|-----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | |
| Independence Day | Christmas Eve Day (1/2 Day) |
| Labor Day | Christmas Day |

13.2 Employees will be annually credited with a holiday bank of 100 hours on January 1 of the applicable year. This holiday bank will be administered as follows:

- a. Employees may request to utilize the hours in the holiday bank subject to the City's discretion on whether such request may be granted consistent with the needs of the department.
- b. Holiday banked hours that are not used by December 31 of the applicable year will be cashed out and paid to the employee on the last pay period for the applicable year.
- c. Holiday banked hours taken will be considered time worked for purposes of calculating an employee's eligibility for overtime pursuant to Section 12.2 of this Agreement.
- d. In the event that an employee leaves during the year, the City will identify which of the Holidays in Section 13.1 have occurred prior to the separation date. Each holiday that has occurred will be multiplied by eight (8) hours to establish the prorated Holiday bank. In the event that the separating officer has utilized fewer hours than this pro-rated Holiday bank, the officer will receive compensation for the balance of hours in the bank. In the event that the separating officer has utilized more hours than this pro-rated Holiday bank, the officer's final check will be reduced to reflect the negative balance of hours in the bank.

13.3 Employees will receive one and one-half times their regular hourly rate for all hours actually worked on a Holiday.

- a. These hours will be considered hours worked for purposes of calculating overtime eligibility.

b. There will be no pyramiding or inclusion of Holiday hours worked for compensation purposes. Specifically, no other premium or supplemental pay will apply for the hours actually worked on the holiday except for the Shift Differential and FTO pay (if applicable) as outlined in Appendix A.

c. For purposes of this Section, the designated holiday will be defined as any shift that starts on an actual holiday. The entire shift will be considered holiday hours.

13.4 The parties agree that the provisions of Minn. Stat. Sec. 181.9447, Subd. 1 clause 4 are waived and not applicable to the members of this bargaining unit.

**ARTICLE XIV.
VACATIONS**

14.1 An employee shall be entitled in each calendar year to an annual vacation with full pay to be taken at such time as the Chief of Police shall designate. Vacation may be accumulated during the probationary period, but may not be used until the probationary period has been completed.

14.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed the lesser of 180 hours or one and one-half (1½) times the employee's annual vacation allowance. Any time beyond the lesser of 180 hours or one and one-half (1½) times the annual vacation allowance will be lost.

For the 2025-2027 contract period: an employee may designate up to (2025 - 40 hours; 2026 - 60 hours; 2027 - 60 hours) up to the current cap of 220 hours no later than December 15th of each year the amount of hours that will go into their HCSP fund at the end of the year. Funds will be transferred to the HCSP in the beginning of following year. Example: 2025 hours transfer in January 2026.

14.3 Vacation time for full-time employees shall be earned and credited during each two (2) week pay period. Employees shall accrue vacation time at the following rates:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hrs/Pay Period</u>	<u>Max Accumulation</u>
0-5	10	3.077	120
6-10	15	4.615	180
11	16	4.923	180
12	17	5.231	180
13	18	5.538	180
14	19	5.846	180
15+	20	6.154	180

Part-time employees shall receive vacation on a pro-rated basis (weeks worked divided by 52).

- 14.4 Prior to April 1st of each year, the Chief will consult all employees eligible for vacations. From such consultations, the Chief will establish working and vacation schedules with first consideration given to the efficient operation of the Department and second to the wishes of the employees as to vacation time. Senior employees shall be given vacation request preference provided that such vacation request is made prior to April 1st of each year. Any requests for vacation after April 1st of each year shall be on a first come, first served basis. Employees may use vacation days in blocks of eight (8), ten (10), or twelve (12) hours (depending upon the length of the normal shift assignment) with approval of the Chief of Police.

**ARTICLE XV.
FUNERAL LEAVE**

An employee may take up to a maximum of three (3) paid days for the death of a spouse, child, step child, father, mother, step parent, spouse’s mother or father, sister, brother, brother-in-law, sister-in-law, grandparent or grandchild and such time shall not be charged to sick or vacation time. The Police Chief, in his or her sole discretion, may allow an Employee to take additional sick leave to attend a funeral. The City may ask the employee to provide verification that he or she attended the funeral.

**ARTICLE XVI.
DISCIPLINE**

- 16.1 For the purpose of this Article, an employee shall be any regular police officer having successfully completed his or her probationary period.
- 16.2 The Employer will discipline employees for just cause only discipline will be in one or more of the following forms:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Discharge.
- 16.3 Suspensions, demotions or discharges will be in written form.
- 16.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an Employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.

- 16.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 16.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the Grievance Procedure.

**ARTICLE XVII.
WAGE RATE**

- 17.1 The pay rates applicable to personnel covered by this Agreement are set forth on Appendix “A”, entitled “Pay Plan”, attached hereto and hereby made part of this Agreement.

Employees shall be placed at their appropriate level on the salary plan commensurate with their years of experience with the St. Francis Police Department. Employees who receive an acceptable performance review and are not at the top of the salary range shall be eligible for step movement on the anniversary date of employment.

- 17.2 Uniforms. The Employer will provide an initial set of uniforms for new employees. The uniform will consist of:

- | | |
|---------------------------------------|---------------------------------|
| 3 - pants | 1 - jacket - winter weight |
| 3 - long sleeve shirts | 1 - j jacket - summer weight |
| 3 - short sleeve shirts | 1 - cap badge |
| 1 - winter hat | 2 - large insignia collar brass |
| 1 - summer hat | 2 - small insignia collar brass |
| 2 - ties | 1 - shirt badge |
| 2 - name plates | 1 - jacket badge |
| 1 - rain coat | 1 - pair of boots |
| 1 - bullet proof vest (every 5 years) | |

Thereafter, each employee (except employees who have been employed by the Police Department less than one year) shall have a uniform allowance up to \$700 annually to replace worn or damaged items listed above or leather items worn while working. In order to use this amount, the employee must submit a request for the article of replacement clothing or accessory on a form prepared by Police Chief. The Police Chief or designee will then order the article and charge the amount against the Employee's uniform allowance. The Police Chief may not deny a properly submitted uniform request unless the request would exceed the allowance or if the request covered an article of clothing that is not listed above or does not replace an existing accessory. Employees terminating from the Police Department for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance or the leather

replacement for items initially furnished by the employee.

Personnel such as the Investigator authorized to work in plain clothes rather than the standard police department uniform may use the annual clothing allowance of seven hundred dollars \$700 payable at the beginning of the fiscal year to purchase professional work attire, provided the employee is actually employed and in working status at the beginning of each applicable fiscal year.

- 17.3 Employees of this Department shall receive the same health and life insurance and, except as otherwise provided in this agreement, other pension and welfare benefits and dollar amount as is extended to the nonunion City of St. Francis employees. In the event this amount is increased during the term of this Agreement for the City's nonunion employees, the increase or additional pension or welfare benefit shall also apply to members of this bargaining unit.

In the event that the City is required to amend its insurance reimbursement program in order to meet the requirements of the Affordable Care Act, either party may request to reopen the contract on the limited issue of health insurance. Such reopener request shall be in writing and dated.

- 17.3.5 Members of the bargaining unit will be covered by the statutory paid leave program effective January 1, 2026. The City will pay the fifty percent (50%) premium required by Minn. Stat. Sec. 268B.14 and the employee will pay 50% of the premium.
- 17.4 The City of St. Francis will provide a professional liability insurance policy, customarily referred to as false arrest insurance, for each police officer at a cost provided by the City.
- 17.5 When an employee resigns employment he/she will provide the department with a minimum of two weeks' notice unless another notice period has been stipulated by the department. Employees who terminate by giving the required notice and who leave for reasons other than anticipated termination for cause, will receive severance pay equal to fifty percent (50%) of his or her accumulated and unused sick leave at time of termination. This amount shall be calculated at Employee's regular rate of pay on the date of his or her termination. In no event shall this severance payment exceed an amount equal to fifty days paid at the Employee's regular rate of pay at the time of termination. In those cases in which an Employee terminates employment and fails to give required notice of resignation or if the Employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and a determination of eligibility shall be within the discretion of the Employer.
- 17.6 Postretirement Health Care Savings Plan: The City has implemented the MSRS Health Care Savings Plan (HCSP). This Plan is subject to the requirements and restrictions of Minnesota Statutes Section 352.98. Generally stated, it allows employees the

opportunity to save money on a pre-tax basis to pay for medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose from several different investment options provided by the State Board of Investments. Assets in the program will accumulate tax-free.

Full time regular employees will have a portion of their unused Sick Leave converted to the MSRS Health Care Plan pursuant to the following restrictions:

- 1) The Employee shall have at least eighteen (18) months of service with the City.
- 2) The City shall convert 50% of the employees unused Sick Leave over 400 hours at the end of each calendar year to the Employees MSRS Health Care Savings Plan. The remaining 50% balance of hours over 400 is lost. (The City reserves the right to amend the percentage amount every two years depending on the available City resources.

Effective January 1, 2012, the City will contribute an amount equal to one percent (1%) of the employee's wage to the employee's existing Health Care Savings Plan. Effective January 1, 2013, the City will contribute an additional amount equal to one percent (1%) of the employee's wage to the employee's existing Health Care Savings Plan.

- 17.7 Employees terminating employment under honorable conditions after eighteen (18) months of continuous employment will receive severance pay which shall be computed at his/her regular rate of pay at the time of severance and shall amount to fifty percent (50%) of the accumulated sick leave balance. This amount will be placed into the employee's Health Care Savings Plan provided that the employee meets the eligibility requirements of Section 17.6 (requiring eighteen (18) months of service) at the conversion rate established by the City Council pursuant to section 17.6. The employee is not eligible to receive the 50% balance of accumulated sick leave.
- 17.8 The City hereby agrees to purchase one bullet-proof vest for each Police Officer, and provide maintenance of the outer shell of the vest as provided for under the State reimbursement program, with the understanding that the vest purchased will be agreed upon by the Union Steward and the Police Chief. The City will replace bullet proof vests every five years. The City agrees to provide one additional carrier per office beyond regular replacement.
- 17.9 The probationary period shall be twelve (12) months or two thousand eighty (2,080) hours or Post Board certification, whichever is later. At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer and the Employee may not appeal the termination through the grievance procedure.

**ARTICLE XVIII.
SENIORITY**

18.1 For the purposes of layoffs and recall, seniority is defined as an Employee's most recent period of continuous service with the Department.

- 18.2 The City shall consider the layoff of Employees by classification within their departmental division in the inverse order of seniority providing the remaining Employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.
- 18.3 Employees on layoffs shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.
- 18.4 In the event of layoff, the Employee shall notify the Union Steward 30 days prior to layoff.
- 18.5 Seniority shall terminate upon:
 - A. Discharge
 - B. Voluntary quitting
 - C. Layoff for a period of one (1) year or more
 - D. Failure of the employee to accept and report for work within one (1) week after notification of his/her recall
 - E. The employee obtaining a leave of absence by false or misleading statements
- 18.6 Shift rotation shall be selected on the basis of seniority.

**ARTICLE XIX.
COMPLETE AGREEMENT**

- 19.1 This Agreement constitutes the complete and total collective bargaining agreement between the parties and shall prevail between the Employer and the Union with respect to wages, hours of work and other conditions of employment and shall supersede all previous and current practices not contained herein.
- 19.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 19.3 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and

attached to all executed copies of this Agreement.

**ARTICLE XX.
DURATION**

This Agreement shall be in full force and effect from January 1, 2025 through December 31, 7, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, 2027, or by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

FOR THE CITY OF ST. FRANCIS

LAW ENFORCEMENT LABOR
SERVICES, INC.

Mayor

Business Agent

City Administrator

Steward

Police Chief

APPENDIX A

2025 - 9% market adjustment / 3% Cola
 2026 - 4% market adjustment / 3% Cola
 2027 - 3% Cola

Police
Officers

Year	Increase	Step	1	2	3	4	5	6
	Market	Cola						
2024			\$ 30.82	\$ 32.57	\$ 34.40	\$ 36.38	\$ 38.46	\$ 40.71
2025	9%	3%	\$ 34.60	\$ 36.57	\$ 38.62	\$ 40.84	\$ 43.18	\$ 45.71
2026	4%	3%	\$ 37.06	\$ 39.17	\$ 41.37	\$ 43.75	\$ 46.25	\$ 48.96
2027		3%	\$ 38.17	\$ 40.35	\$ 42.61	\$ 45.06	\$ 47.64	\$ 50.43

All amounts are subject to rounding. In the event of a rounding difference between these amounts and payroll, payroll shall govern.

Supplement Pay:

- A. School Liaison - An employee assigned to school liaison duties shall receive an additional one dollar (\$1.00) per hour for time worked in that capacity. The application of school liaison pay shall apply only during the regular school year, not during the summer term, and shall not apply on those days that schools are closed for holidays or otherwise.

- B. Investigator - An employee assigned to serve as investigator shall receive an additional one dollar (\$3.00) per hour for time worked in that capacity.

- C. Shift Differential - Any officer who works a shift that begins before 6:00 a.m. or ends after 6:00 p.m. shall be entitled to receive night differential pay for the entire shift, provided, however, that the officer must work a minimum of four (4) hours of the shift between 6:00 p.m. and 6:00 a.m. Night differential pay shall be one dollar (\$1.00) per hour.

D. FTO - Employees assigned to conduct field training for new employees shall receive 2 hours pay for each 8, 10, or 12 hours of Field Training Officer duties.

2435489_1

MEMORANDUM OF AGREEMENT

**Between the City of St. Francis and
LELS Union Local 319**

(Vacation and Severance Language)

This Memorandum of Agreement is entered into between Law Enforcement Labor Services Local No. 319 the (hereafter “Union”) and the City of St. Francis, MN, (hereafter “City”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2025, to December 31, 2027, providing for the terms and conditions of employment for certain police officers working for the City; and

WHEREAS, the City has approved modifying the vacation time and employee severance provisions for the general benefit-earning non-union employees of the City to be effective on December 31st, 2023 as part of an update to the City’s existing Personnel Policy Handbook; and

WHEREAS, the Union has requested, and the City has agreed, to add the following vacation and employee severance provisions as noted below in order to bring the collective bargaining agreement into conformity with the updated Personnel Policy Handbook; and

NOW, THEREFORE, the parties have agreed to amend Section 14 (Vacation) and Section 17 (Severance) to bring its language into conformity with the City’s current Personnel Policy Handbook:

14.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed the maximum of 220 hours. ~~lesser of 180 hours or one and one half (1½) times the employee's annual vacation allowance. Any time beyond the lesser of 180 hours or one and one half (1½) times the annual vacation allowance will be lost.~~

14.3 Vacation time for full-time employees shall be earned and credited during each two (2) week pay period. Employees shall accrue vacation time at the following rates:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hrs/Pay Period</u>	<u>Max Accumulation</u>
0-5	10	3.077	120
6-10	15	4.615	180
11	16	4.923	180
12	17	5.231	180
13	18	5.538	180
14	19	5.846	180
15+	20	6.154	180

<u>Years of Service</u>	<u>Hours of Vacation/Year</u>	<u>Hrs/Pay Period</u>	<u>Max Accumulation</u>
<u>0-2</u>	<u>80</u>	<u>3.077</u>	<u>120 Hours</u>

<u>2-5</u>	<u>120</u>	<u>4.615</u>	<u>140 Hours</u>
<u>5-10</u>	<u>160</u>	<u>6.154</u>	<u>180 Hours</u>
<u>10-14</u>	<u>180</u>	<u>6.923</u>	<u>200 Hours</u>
<u>15+</u>	<u>200</u>	<u>7.692</u>	<u>220 Hours</u>

A. Max Accumulation shall be set by the employee’s current accrual rate per pay period. Any hours over maximum accumulation amount on December 31st of each year will not be paid out and will be lost. Revised, Max Accumulation scheduled will become effective December 31, 2023.

In addition, Section 17.5 shall be modified to state regarding employee severance:

17.5 ~~When an employee resigns employment he/she will provide the department with a minimum of two weeks notice unless another notice period has been stipulated by the department. Employees who terminate by giving the required notice and who leave for reasons other than anticipated termination for cause, will receive severance pay equal to fifty percent (50%) of his or her accumulated and unused sick leave at time of termination. This amount shall be calculated at Employee's regular rate of pay on the date of his or her termination. In no event shall this severance payment exceed an amount equal to fifty days paid at the Employee's regular rate of pay at the time of termination. In those cases in which an Employee terminates employment and fails to give required notice of resignation or if the Employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and a determination of eligibility shall be within the discretion of the Employer. The written resignation must state the effective date of their resignation. Failure to comply with this procedure may be considered cause for denying such Employee’s future employment with the City and severance pay.~~

RETIREMENT NOTICE PROGRAM, effective 01-01-2024

This program is to strengthen city succession planning efforts that will facilitate the transfer of vital institutional knowledge from long-time employees to new hires. Employees who are retiring from an FTE position, meets PERA eligible status, and have been with the City for at least ten years shall be eligible for the following payment. The notice length is based on date of Council retirement acceptance.

- 180-day notice - \$1000.00 severance payment
- 120-day notice - \$500.00 severance payment
- 90-day notice - \$250.00 severance payment

SEVERANCE PAY, effective 01-01-2024

Employees who leave the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation up to the maximum accrual amount by years of service and will follow the schedule for accrued sick leave:

The payment for accrued sick leave shall be applied towards the Employee’s Minnesota State Retirement Health Care Savings Plan.

- Up to 8 years of service 50% of accrued sick leave
- 9 to 16 years of service 65% of accrued sick leave

17 years or more of service 80% of accrued sick leave

Good standing is defined as the Employee providing the required notice of resignation and voluntary resigning reasons other than in anticipation of discharge. In those cases, in which an Employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and determination of eligibility shall be within the discretion of the Employer.

The parties agree that this Memorandum of Agreement is effective as of January 1, 2025, and remains in effect for the duration of the current (2025-2027) collective bargaining agreement.

The remainder of the current collective bargaining agreement for 2025-2027 is not impacted by this agreement and shall remain in full force and effect.

The parties recognize that this shall not operate as a waiver of management or union rights or establish any precedent or past practice.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the City of St. Francis:

For the Union:

Dated _____

Dated _____

MEMORANDUM

To: Honorable Mayor and City Councilmembers

Kate Thunstrom, City Administrator

From: David Schaps, City Attorney’s Office

Date: November 27, 2024

Re: Approval of Labor Agreement with Law Enforcement Labor Services #411 Police Sergeants for 2025-2027

Please allow the memorandum to provide information regarding the negotiations with the Police Officers Union LELS Local #411.

Based upon the direction from the City Council pursuant to its November 4th, 2024 closed session to discuss the City’s labor negotiation strategy, our office and City Administrator Kate Thunstrom conveyed a “Final and Best” offer to the Union. The Union has accepted the offer.

The agreement changes are summarized as follows:

Title Page: dates updated.\

5.4: Language added referencing statute on arbitrator selection on disciplinary action. This is per a state law change and is a housekeeping matter.

8.7: Medical leave cost sharing language added. This codifies what is in state statute and caps the City’s contribution level.

8.8: ESST reference added to mirror existing City Policy.

11.8: Wavier language added on inclement weather. This was required per a state law change in the last session that required the City to negotiation that public safety cannot use ESST during an emergency weather event.

12.1: Juneteenth added to the list of holidays as a housekeeping change.

EXPERIENCE | TRUST | RESULTS

Charles M. Seykora
Beverly K. Dodge
Joan M. Quade *
John T. Buchman *
Scott M. Lepak
William F. Huefner
Bradley A. Kletscher

Timothy D. Erb
Adriel B. Villarreal
Tammy J. Schemmel
Carole Clark Isakson
Joseph J. Deuhs, Jr.
Cathryn D. Reher
Jason C. Brown

Thomas R. Wentzell
David R. Schaps
Carla J. Pedersen
Kristin L. Kingsbury *
Lindsay K. Fischbach
Tyler W. Eubank
Bobbi Hermanson-Albers

Erik C. Ordahl *
Stephany J. Elmer
Rachel L. Farhi
Ashley Kemplin-Gamm *
Kate R. Fredrickson
James S. Robbins *
Jacob W. LeVahn

Jamie L. Carrell
Travis J. Lutz
Katie J. Bogart
Ellen M. Stirzl
Kyle T. Manderfeld

Senior Counsel
Joel T. LeVahn
Of Counsel
James H. Willis *
Scott M. Hagel
Robert A. LaFleur
* Also Licensed
In Wisconsin

13.2: Language from the existing memorandum of understanding on vacation and severance added into this section as housekeeping item.

13.3: Language added to pay out a portion of vacation. This is for the term of this contract only and would have to be negotiated in the future. The reasoning for providing this was to reduce vacation banks and thus bring current overtime costs down.

19.1: Language from the existing memorandum of understanding on vacation and severance added into this section as housekeeping item.

20.2. Contribution to health care savings plan added. This mirrors the patrol officer’s contract.

The Employee Wellness MOU has been updated with new dates for the duration of the contract so as to extend it.

Duration: Three year contract covering 2025-2027.

Wages: 2025 - 9% market adjustment / 3% Cola

2026 - 5% market adjustment / 3% Cola

2027 - 3%

As reference – the Unions initial wage request was:

A. 2025: 5.00% General Wage Increase; plus 10.00% Market Rate Adjustment (15.00% total)

B. 2026: 5.00% General Wage Increase; plus 5.00% Market Rate Adjustment (10.00% total)

C. 2027: 3.5% General Wage Increase

D. Delete Steps 1-5 of current Salary Schedule

All other terms and contract language remain as is for the duration of this contract.

At the time of the writing of this memorandum, the Police Sergeant’s union was reviewing the redline version of the updated contract. Upon their confirmation of the language and associate salary tables, the City Council conducts the final review of the agreement. Please note that review of the final agreement is a standard “housekeeping item” process, however, staff is of the opinion that this can move forward.

Overall, the contract reflects the City Council’s direction to implement the recommendations of the Abdo compensation analysis.

Recommendations and Requested Council Action:

Staff recommends the City Council approve the agreement as presented. Approval is subject to City Attorney approval as to form.

LABOR AGREEMENT

between

THE CITY OF ST FRANCIS

and

**LAW ENFORCEMENT
LABOR SERVICES, INC.**

**Representing
POLICE SERGEANTS**

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

**RATIFIED BY THE UNION ON NOVEMBER __, 2024, RATIFIED BY THE CITY ON
DECEMBER __ 2024**

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT1
ARTICLE 2. RECOGNITION1
ARTICLE 3. UNION SECURITY1
ARTICLE 4. NO STRIKE.....2
ARTICLE 5. GRIEVANCE PROCEDURE.....2
ARTICLE 6. MANAGEMENT RIGHTS4
ARTICLE 7. SAVINGS CLAUSE.....5
ARTICLE 8. SICK LEAVE5
ARTICLE 9. JURY DUTY.....6
ARTICLE 10. LEAVES OF ABSENCE7
ARTICLE 11. HOURS OF WORK.....7
ARTICLE 12. HOLIDAYS8
ARTICLE 13. VACATIONS.....9
ARTICLE 14. FUNERAL LEAVE9
ARTICLE 15. DISCIPLINE.....10
ARTICLE 16. WAGE RATE10
ARTICLE 17. UNIFORMS10
ARTICLE 18. INSURANCE.....11
ARTICLE 19. SEVERANCE PAY12
ARTICLE 20. POST EMPLOYMENT HEALTH CARE SAVINGS12
ARTICLE 21. PROBATIONARY PERIOD.....12
ARTICLE 22. SENIORITY.....13
ARTICLE 23. COMPLETE AGREEMENT13
ARTICLE 24. DURATION.....14

APPENDIX A – SALARY SCHEDULE

This Agreement is entered into by and between the City of St. Francis, hereinafter called the "Employer" and the Law Enforcement Labor Services, Inc., hereinafter called the "Union." This Agreement shall apply to only full-time employees.

ARTICLE 1: PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment; and
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of the Agreement

The Employer and the Union, through this Agreement continue their dedication to the highest quality police protection for the citizens of St. Francis. Both parties recognize this Agreement as pledge of this dedication.

ARTICLE 2: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the employees of the City of St. Francis, in the unit of:

“All essential employees in the job classification of Sergeant employed by the St. Francis Police Department, St. Francis, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding Deputy Chief, Chief of Police and all other supervisory and confidential employees.”

ARTICLE 3: UNION SECURITY

- 3.1 The Employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are members of the Union and who request in writing to have their regular monthly Union dues checked off and remit to the appropriate designated officer of the Union.
- 3.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of this Article.
- 3.3 The Union may designate one (1) employee from the bargaining unit to act as steward and one (1) employee to act as alternate and shall inform the Employer in writing of such choice.

ARTICLE 4: NO STRIKE

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.
- 4.2 In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5: GRIEVANCE PROCEDURE

- 5.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 5.2 Union Representatives. The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of this Agreement.
- 5.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 5.4 Procedure. Grievances, as defined in Section 5.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation

has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator or the City Administrator's designated Step 2 representative. The City Administrator or the City Administrator's designated Step 2 representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Administrator or the City Administrator's designated Step 2 representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" established by the State of Minnesota Bureau of Mediation Services. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota State Statutes Section 626.982, as amended.

5.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the

Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

5.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 5 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 5. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 6: MANAGEMENT RIGHTS

6.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities, including municipal policies and work rules. The prerogatives or authority which the Employer has not official abridged, delegated or modified by this Agreement are retained by the Employer.

6.2 Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of St. Francis in all of its various aspects, including but not limited to the right to

operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, and to perform such other inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

- 6.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 7: SAVINGS CLAUSE

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

ARTICLE 8: SICK LEAVE

- 8.1 All employees in the bargaining unit shall accumulate sick leave at the rate of one (1) working day, based on their regularly scheduled hours per shift, each calendar month of full-time service. Sick leave may be accumulated to a maximum of one hundred (100) days. Any accumulation over one hundred (100) days shall be placed in the sick leave bank to be used for personal illness or family illness allowed by state statute. Sick leave shall be charged in one (1) hour increments.
- 8.2 Sick leave shall be granted for absence from duty because of illness, injury or legal quarantine of the employee or minor child. In addition, sick leave may be used in the following instances:
 - a. An employee may use accrued sick leave benefits for absences due to an illness of or injury to the employee's child, step child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury

except that leaves due to illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no more than 160 hours in any 12-month period.

- b. An employee may also use sick leave for safety leave for such reasonable periods of time as may be necessary up to 160 hours in any 12-month period. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

8.3 In order to be eligible for sick leave with pay, an employee must:

- a. Report to the Chief of Police the reason for the absence by 8:00 a.m. or if the employee is not on a day shift at least two hours prior to the start of the shift.
- b. Keep the Chief of Police informed of the employee's condition.
- c. Submit a medical certification if the absence is more than three (3) days if required by the Chief of Police.

8.4 An employee who has been unable to work for a period of time because of illness or accident may be required, before being permitted to return to work, to provide medical evidence that the employee is again able to perform all significant duties of the employee's job in a competent manner and without hazard to the employee or others. All medical evidence must be supplied by a certified physician approved by the Employer.

8.5 Claiming sick leave when the employee or immediate family members are not ill or suffering from accident may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion or termination of employment. The Employee must notify the Chief of Police of the need for leave at the earliest possible moment and before the start of the employee's scheduled working hours. Failure to notify the Chief may result in payroll deduction for such time taken.

8.6 In the event an employee is absent for three (3) consecutive working days without authorized leave, the employee shall be deemed to have voluntarily resigned. If the Employee can show to the satisfaction of the Employer that the employees absence or failure to report for work was due to an emergency beyond the employee's control the Employer may permit the employee's reinstatement. Employees who are absent without authority leave for periods of less than three (3) consecutive working days will be subject to disciplinary action.

8.7 **MEDICAL LEAVE.** Members of the bargaining unit will be covered by the statutory paid leave program effective January 1, 2026. The City will pay the fifty percent

(50%) premium required by Minn. Stat. Sec. 268B.14 and the employee will pay 50% of the premium.

- 8.8 The members of the bargaining unit will be covered by the City’s policy on Employee Sick and Safe Time (ESST) on the same basis as the general non-represented employee group. Any change to the City’s ESST policy will apply to the members of this bargaining unit on the same basis as the general non-represented employee group.

ARTICLE 9: JURY DUTY

All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid the employee’s regular salary by the City, with the understanding that upon the completion of jury duty, the employee shall exhibit the jury check to the Chief of Police and that amount of such check, less the amount included for traveling expenses, shall be deducted from the employee’s next regular pay check.

ARTICLE 10: LEAVES OF ABSENCE

The City Council, in its sole discretion, may grant any regular employee a leave of absence without pay for a period not to exceed ninety days. Such leave may be extended to a maximum period of one year where the City Council, in its sole discretion, believes extraordinary circumstances warrant such extension. No vacation or sick leave shall accrue during a leave of absence without pay.

ARTICLE 11: HOURS OF WORK

- 11.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The Employer reserves the right to establish work schedules without regard to unusual or traditional practices. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the right to establish work schedules. These schedules shall be posted on the first day of each month period to the scheduled month, (example: October schedule to be posted September 1st).
- 11.2 All hours worked in excess of 160 hours in a 28-day work cycle shall be compensated for with pay at the rate of time and one-half regular salary. For the purpose of this section, vacation, sick leave and holiday bank time used shall be considered as time worked. For any employee called in to work other than during the scheduled work shift, a minimum of two (2) hours pay shall be granted at the rate of one and one-half (1½) times at their base rate of pay.

11.3 Court time. An employee who is required to appear in Court during the employee's scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate. Effective the date of ratification of the agreement by both parties, an employee shall receive two (2) hours of stand-by pay at straight time if court is canceled without a minimum of 24 hours' notice and the employee is on scheduled off duty time. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the two (2) hours minimum court time or cancellation time. Said payment is subject to appropriate verification.

The parties will hold informal discussions on ideas to facilitate notice of court appearances to lessen the burden on employees while maintaining the need to have officers available for court when needed.

11.4 For any employee called in to work other than during the scheduled work shift, a minimum of two (2) hours pay shall be granted at the rate of one and one-half (1 1/2) times at their base rate of pay.

11.5 Except as limited by Section 11.1 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

11.6 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

11.7 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

11.8. The parties agree that the provisions of Minn. Stat. Sec. 181.9447, Subd. 1 clause 4 are waived and not applicable to the members of this bargaining unit.

ARTICLEX 12: HOLIDAYS

12.1 The following days are established holidays:

- | | |
|-------------------------------|-----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | |
| Independence Day | Christmas Eve Day (1/2 Day) |
| Labor Day | Christmas Day |

- 12.2 Employees who do not work a holiday listed in Section 12.1 will receive pay for the holiday not worked.
- 12.3 Employees will receive two times their regular hourly rate for all hours actually worked on a holiday.
 - a. These hours will be considered hours worked for purposes of calculating overtime eligibility.
 - b. There will be no pyramiding or inclusion of holiday hours worked for compensation purposes. Specifically, no other premium or supplemental pay will apply for the hours actually worked on the holiday except for the Shift Differential and FTO pay (if applicable) as outlined in Appendix A. For example, an employee who works a 12 hour shift on the holiday will be paid for 24 hours total and will not be paid for the 12 hours worked plus an additional 24 hours.
 - c. For purposes of this Section, the designated holiday will be defined as any shift that starts on an actual holiday. The entire shift will be considered holiday hours.

ARTICLE 13: VACATIONS

- 13.1 An employee shall be entitled in each calendar year to an annual vacation with full pay to be taken at such time as the Chief of Police shall designate. Vacation may be accumulated during the probationary period, but may not be used until the probationary period has been completed.
- 13.2 Accumulation of the annual vacation period from year to year shall be allowed, not to exceed the maximum of 220 hours.
- 13.3 Vacation time for permanent full time and part-time employees shall be earned and credited during each two (2) week period. Employees will accrue vacation time as listed below:

<u>Years of Service</u>	<u>Hours of Vacation</u>	<u>Max Accumulation</u>
<u>0-2</u>	<u>80</u>	<u>120 Hours</u>
<u>2-5</u>	<u>120</u>	<u>140 Hours</u>
<u>5-10</u>	<u>160</u>	<u>180 Hours</u>

<u>10-14</u>	<u>180</u>	<u>200 Hours</u>
<u>15+</u>	<u>200</u>	<u>220 Hours</u>

For the 2025-2027 contract period: an employee may designate up to (2025 - 40 hours; 2026 - 60 hours; 2027 - 60 hours) up to the current cap of 220 hours no later than December 15th of each year the amount of hours that will go into their HCSP fund at the end of the year. Funds will be transferred to the HCSP in the beginning of following year. Example: 2025 hours transfer in January 2026.

- 13.4 Prior to April 1st of each year, the Chief will consult all employees eligible for vacations. From such consultations, the Chief will establish working and vacation schedules with first consideration given to the efficient operation of the Department and second to the wishes of the employees as to vacation time. Senior employees shall be given vacation request preference provided that such vacation request is made prior to April 1st of each year. Any requests for vacation after April 1st of each year shall be on a first come, first served basis. Employees may use vacation days in blocks of eight (8), ten (10), or twelve (12) hours (depending upon the length of the normal shift assignment) with approval of the Chief of Police.

ARTICLE 14: FUNERAL LEAVE

An employee may take up to a maximum of three (3) paid days for the death of a spouse, child, step child, father, mother, spouse s mother or father, sister, brother, brother-in-law, sister-in-law, grandparent or grandchild and such time shall not be charged to sick or vacation time. The Employer may allow an Employee to take additional sick leave to attend a funeral. The City may ask the employee to provide verification that the employee attended the funeral.

ARTICLE 15: DISCIPLINE

- 15.1 For the purpose of this Article, an employee shall be any employee having successfully completed the probationary period.
- 15.2 The Employer will discipline employees for just cause only discipline will be in one or more of the following forms:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Discharge.
- 15.3 Suspensions, demotions or discharges will be in written form.

- 15.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an Employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.
- 15.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 15.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the Grievance Procedure.

ARTICLE 16: WAGE RATE

- 16.1 The pay rates applicable to personnel covered by this Agreement are set forth on Appendix "A", entitled "Pay Plan", attached hereto and hereby made part of this Agreement.

Employees shall be placed at their appropriate level on the salary plan commensurate with their years of experience with the St. Francis Police Department. Employees who receive an acceptable performance review and are not at the top of the salary range shall be eligible for step movement on the anniversary date of employment

ARTICLE 17: UNIFORMS

- 17.1 The Employer will provide an initial set of uniforms for new employees. The uniform will consist of:

- 3 - pants
- 3 - long sleeve shirts
- 3 - short sleeve shirts
- 1 - winter hat
- I - summer hat
- 2 - ties
- 2 - name plates
- 1 - rain coat
- 1 -jacket - winter weight
- 1 -jacket - summer weight
- 1 - cap badge
- 2 - large insignia collar brass
- 2 - small insignia collar brass
- 1 - shirt badge
- 1 -jacket badge
- 1 - pair of boots

1 – body armor: The City hereby agrees to purchase body armor for each member of the bargaining unit, and provide maintenance of the outer shell of the armor as provided for under the State reimbursement program, with the understanding that the armor purchased will be agreed upon by the Union Steward and the Police Chief. The City will replace body armor every five years.

- 17.2 Thereafter, each employee (except employees who have been employed by the Police Department less than one year) shall have a uniform allowance up to \$700 annually to

replace worn or damaged items listed above or leather items worn while working. In order to use this amount, the employee must submit a request for the article of replacement clothing or accessory on a form prepared by the Police Chief. The Police Chief or designee will then order the article and charge the amount against the Employee's uniform allowance. The Police Chief may not deny a properly submitted uniform request unless the request would exceed the allowance or if the request covered an article of clothing that is not listed above or does not replace an existing accessory. Employees terminating from the Police Department for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance or the leather replacement for items initially furnished by the employee.

ARTICLE 18: INSURANCE

- 18.1 Employees of this bargaining unit shall receive the same health and life insurance and, except as otherwise provided in this agreement, other pension and welfare benefits and dollar amount as is extended to the nonunion City of St. Francis employees. In the event this amount is increased during the term of this Agreement for the City's nonunion employees, the increase or additional pension or welfare benefit shall also apply to members of this bargaining unit.
- 18.2 The City of St. Francis will provide a professional liability insurance policy, customarily referred to as false arrest insurance, for each police officer at a cost provided by the City.

ARTICLE 19: SEVERANCE PAY

- 19.1 When an employee resigns employment the employee will provide the department with a minimum of two weeks' notice unless another notice period has been stipulated by the department. Failure to comply with this procedure may be considered cause for denying such Employee's future employment with the City and severance pay.

RETIREMENT NOTICE PROGRAM, effective 01-01-2024

This program is to strengthen city succession planning efforts that will facilitate the transfer of vital institutional knowledge from long-time employees to new hires. Employees who are retiring from an FTE position, meets PERA eligible status, and have been with the City for at least ten years shall be eligible for the following payment. The notice length is based on date of Council retirement acceptance.

180-day notice - \$1000.00 severance payment

120-day notice - \$500.00 severance payment
90-day notice - \$250.00 severance payment

SEVERANCE PAY, effective 01-01-2024

Employees who leave the City in good standing by retirement or resignation will receive pay for 100% of unused accrued vacation up to the maximum accrual amount by years of service and will follow the schedule for accrued sick leave:

The payment for accrued sick leave shall be applied towards the Employee’s Minnesota State Retirement Health Care Savings Plan.

Up to 8 years of service	50% of accrued sick leave
9 to 16 years of service	65% of accrued sick leave
17 years or more of service	80% of accrued sick leave

Good standing is defined as the Employee providing the required notice of resignation and voluntary resigning reasons other than in anticipation of discharge. In those cases, in which an Employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause, the right to severance pay shall be reviewed on an individual basis and determination of eligibility shall be within the discretion of the Employer.

ARTICLE 20: POST EMPLOYMENT HEALTH CARE SAVINGS

- 20.1 Members of the bargaining unit will be subject to the City’s MSRS Health Care Savings Plan (HCSP) on the same basis and subject to the same contributions and limitations applicable to nonunion employees. This Plan is subject to the requirements and restrictions of Minnesota Statutes Section 352.98. Generally stated, it allows employees the opportunity to save money on a pre-tax basis to pay for medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose from several different investments options provided by the State Board of Investments. Assets in the program will accumulate tax-free.
- 20.2 Employees terminating employment under honorable conditions after eighteen (18) months of continuous employment will receive severance pay which shall be computed at the employee’s regular rate of pay at the time of severance and shall amount to fifty percent (50%) of the accumulated sick leave balance. This amount will be placed into the employee’s Health Care Savings Plan provided that the employee meets the eligibility requirements of Section 20.1 (requiring eighteen (18) months of service) at the conversion rate established by the City Council pursuant to section 17.6 the employee is not eligible to receive the 50% balance of accumulated sick leave.
- 20.3 The City will contribute an additional amount equal to two percent (2%) of the employee’s wage to the employee’s existing Health Care Savings Plan.

ARTICLE 21: PROBATIONARY PERIOD

- 21.1 The probationary period shall be twelve (12) months or two thousand eighty (2,080) hours. At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer and the Employee may not appeal the termination through the grievance procedure.
- 21.2 The probationary period for a promoted employee in this bargaining unit shall be six (6) months or one thousand forty (1,040) hours. At any time during the probationary period, a promoted Employee may be returned to the employee's previous position at the Employer's discretion.

ARTICLE 22: SENIORITY

- 22.1 For the purposes of layoffs and recall, seniority is defined as an Employee's most recent period of continuous service with the Department.
- 22.2 The City shall consider the layoff of Employees by classification within their departmental division in the inverse order of seniority providing the remaining Employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.
- 22.3 Employees on layoffs shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.
- 22.4 In the event of layoff, the Employee shall notify the Union Steward 30 days prior to layoff.
- 22.5 Seniority shall terminate upon:
 - a. Discharge
 - b. Voluntary quitting
 - c. Layoff for a period of one (1) year or more
 - d. Failure of the employee to accept and report for work within one (1) week after notification of recall.
 - e. The employee obtaining a leave of absence by false or misleading statements
- 22.6 Shift rotation shall be selected on the basis of seniority.

ARTICLE 23: COMPLETE AGREEMENT

- 23.1 This Agreement constitutes the complete and total collective bargaining agreement between the parties and shall prevail between the Employer and the Union with respect to wages, hours of work and other conditions of employment and shall supersede all previous and current practices not contained herein.
- 23.2 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 23.3 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 24: DURATION

This Agreement shall be in full force and effect from January 1, 2025 through December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, 2027, or by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this _____ day of _____, 2024.

FOR THE CITY OF ST. FRANCIS

LAW ENFORCEMENT LABOR SERVICES, INC.

Mayor

Business Agent

City Administrator

Steward

APPENDIX A: SALARY SCHEDULE

SALARY SCHEDULE

2025 - 9% market adjustment / 3% Cola

2026 - 5% market adjustment / 3% Cola

2027 - 3% Cola

Sergeants

Year	Increase	Step	1	2	3	4	5	6	7	8
	Market	Cola								
2024			\$ 39.30	\$ 40.72	\$ 42.11	\$ 43.53	\$ 44.90	\$ 46.28	\$ 47.69	\$ 49.10
2025	9%	3%	\$ 44.12	\$ 45.72	\$ 47.28	\$ 48.87	\$ 50.41	\$ 51.96	\$ 53.54	\$ 55.12
2026	5%	3%	\$ 47.72	\$ 49.45	\$ 51.13	\$ 52.85	\$ 54.52	\$ 56.19	\$ 57.90	\$ 59.61
2027		3%	\$ 49.15	\$ 50.93	\$ 52.66	\$ 54.44	\$ 56.16	\$ 57.88	\$ 59.64	\$ 61.40

All amounts are subject to rounding. In the event of a rounding difference between these amounts and payroll, payroll shall govern.

Supplement Pay:

Shift Differential - Any officer who works a shift that begins before 6:00 a.m. or ends after 6:00 p.m. shall be entitled to receive night differential pay for the entire shift provided, however, that the officer must work a minimum of four (4) hours of the shift between 6:00 p.m. and 6:00 a.m. Night differential pay shall be one dollar (\$1.00) per hour.

FTO - Employees assigned to conduct field training for new employees shall receive 2 hours pay for each 8, 10, or 12 hours of Field Training Officer duties.

MEMORANDUM OF AGREEMENT

Between the City of St. Francis and

LELS Union Local 411

(Employee Wellness Program)

This Memorandum of Agreement is entered into between Law Enforcement Labor Services Local No. 411 the (hereafter “Union”) and the City of St. Francis, MN, (hereafter “City”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2025, to December 31, 2027, providing for the terms and conditions of employment for certain police sergeants working for the City; and

WHEREAS, the City has approved adding a benefit for officers in the Department regarding employee wellness, and

NOW, THEREFORE, the parties have agreed that the added benefit to the sergeants in the Department is as follows:

- A voluntary mental health training session.
- Voluntary mental wellness check-ins with the City’s current provider, Lodestar Psychology and Consulting. The wellness check-ins are otherwise known as “check up from the neck up.”
- The City will provide sergeants with up to six additional confidential therapy sessions with a licensed mental health provider.

The parties agree that this Memorandum of Agreement will become effective January 1, 2025, and will continue until December 31, 2027 at which time it will be of no further force or effect except as the parties mutually agree to continue it in writing.

The parties recognize that this shall not operate as a waiver of management or union rights or establish any precedent or past practice.

The remainder of the current collective bargaining agreement for 2025-2027 is not impacted by this agreement and shall remain in full force and effect.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the City of St. Francis:

For the Union:

Dated _____

Dated _____



**CITY COUNCIL
AGENDA REPORT**

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Hwy 47 Reconstruction - City Infrastructure
DATE: December 2, 2024

OVERVIEW:

The States portion of the Hwy 47 Infrastructure includes the pavement and intersections and can be defined as the ground up portion of the project. However, the city is fully responsible for the underground improvements that are related to our water and sewer infrastructure. These improvement requirements include the design by Haakenson and the full cost of the work to be completed.

To address the high infrastructure costs, Staff requested federal appropriations that were moved forward by Senators Smith and Klobuchar, however in the end, we were not granted an allocation. The city had requested \$4.5 million to aid in the infrastructure needs with a city required match of \$1.5 million.

As we continue to work on the large funding gap needed for the underground infrastructure, staff reached out to Government Affairs agency Lockridge Grindal Nauen. Their services would allow us to pursue infrastructure funds directly from the State Legislator and support our efforts with Federal representatives. Services include direct work with legislative funding, committee meetings and Bills to manage a city appropriation request. Work on these initiatives should begin as soon as possible as the legislative session begins on January 14, 2025. The services by LGN go throughout the year as work with the legislature is not limited to the session.

If we are unsuccessful in obtaining the funds to cover the \$6+ million in infrastructure, the repayment of debts will fall directly on water/sewer rate users. This is an effort to continue to keep costs manageable, both in the short- and long-term future, related to our resident fees.

\$200,000 general fund reserves committed to Hwy 47 project
-\$144,757 for pre-design and environmental (JPA being structured with AC/MNDOT)
- \$40,000 for Government Affairs – infrastructure allocation requests

= \$15,243 remaining balance set aside for Hwy 47

Overall LGN services may also be a future value in the ongoing conversations around PFAS and chlorides that also have potential to be a heavy impact on our city facilities as well as potential needs for other departments that are facing impacts due to regulation changes, such as Fire.

Agreement has been reviewed by Legal

ACTION TO BE CONSIDERED:

Staff recommends Council review and approve the Legislative Services Agreement with Lockridge Grindle Nauen

Attachments:

- Legislative Services Agreement

LEGISLATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between **City of St. Francis** (“Client”) and **LOCKRIDGE GRINDAL NAUEN PLLP** (“Consultant” or “LGN”) (collectively the “Parties”).

WITNESSETH

WHEREAS, Client, wishes to purchase the services of Consultant to assist Client in monitoring, and lobbying related to certain state legislative and administrative matters;

NOW, THEREFORE, in consideration of the mutual undertakings and promises hereinafter set forth, Client and Consultant agree as follows:

1. CONSULTANT SERVICES

Consultant shall provide, in coordination with Client’s officers, committees and staff, the services listed in Exhibit A hereto. If additional services, projects or work is agreed upon by both Consultant and Client, fees for such additional services, project or work will be negotiated and mutually agreed upon in writing prior to the performance of additional services, projects or work.

2. TERM AND TERMINATION

2.1 Term. The term of engagement for the services provided shall be **December 1, 2024 – November 30, 2025** with an option to continue at the same rate for an additional two years, subject to termination as provided in Section 2.2.

2.2 Termination. This Agreement may be terminated prior to its expiration only as follows:

2.2.1 Upon the written mutual agreement of the Parties hereto;

2.2.2 By either Party upon sixty (60) days written notice to the other Party.

3. COST OF AND PAYMENT FOR SERVICES

3.1 Fees. In consideration of services performed as specified in Section 1 and Exhibit A of this Agreement, Client shall pay Consultant the professional fees in the amount of **\$40,000 payable in twelve (12) equal installments of \$3,333.33 per month commencing December 1, 2024.**

3.2 Costs. In addition to payment for professional fees, Client shall pay Consultant for all reasonable incidental expenses incurred by Consultant on Client’s behalf, up to \$250 dollars. Any expense over that amount, must be pre-approved by client.

3.3 Payment. Payment for professional fees and expenses shall be made to Consultant upon submission by Consultant to Client of invoices for services rendered and expenses incurred and Client shall pay Consultant by the dates listed above.

4. DATA RETENTION

- 4.1 LGN may use reputable third-party service providers, including ‘cloud’ service providers, to help us deliver efficient, cost-effective legal services. This may include document/information hosting, sharing, transfer, analysis, processing or storage. By engaging us, **City of St. Francis** understands and consents to having communications, documents and other data pertinent to its matters managed through such third-party technology, including where confidential information may be stored on and accessed from such cloud-based computer servers located in a facility not directly controlled by **LGN**. **City of St. Francis** acknowledges that the use of such services may be subject to the terms and conditions of the provider and accept that **LGN** is not responsible for the security of the data, the provider’s security standards, or the risk that the security of information on such cloud-based platforms may be breached. **City of St. Francis** agrees that the benefits of using such technology outweigh the risks, including risks related to confidentiality and security. A list of **LGN**’s cloud providers is available upon request.
- 4.2 **LGN** has adopted a document retention policy that governs the retention and disposition of closed client files. At the conclusion of the matter for which **City of St. Francis** has retained us, we will return all original client documents. At that time, **City of St. Francis** will have sixty (60) days to let us know if you want certain of the documents which remain in the file. If you notify us within this sixty (60) day period, we will not destroy the file until **City of St. Francis** has had an opportunity to identify any such documents and, if appropriate, obtain copies of them. If **City of St. Francis** does not so notify us, we will transfer your file to closed storage and/or an electronic archive pursuant to our file closing and destruction procedures. File contents (including work papers, etc.) will be considered the property of **LGN**. We will retain the file for six (6) years and then destroy its contents, without further notice and in a manner which preserves their confidential nature.
- 4.3 If, at any time **LGN** concludes that there are no active matters in which we are representing **City of St. Francis**, it will be considered a former, rather than a current client of **LGN**, unless and until **City of St. Francis** asks us to perform additional services, and we agree to perform them.
- 4.4 If **City of St. Francis** requests us to transfer our file to you or to another firm prior to the completion of the matter, **City of St. Francis** agrees we can make and retain copies of relevant portions of the file and that the cost for such copying is to be paid by **City of St. Francis**, as well as any other copying on its behalf. These charges for copying **City of St. Francis** file may include, in the case of documents stored electronically, the reasonable cost of retrieving the documents, and **City of St. Francis** agrees to pay these costs.

5. INDEPENDENT CONTRACTOR

Consultant shall select the means, method, and manner of performing the services herein. Consultant is and shall remain an independent contractor with respect to all services performed under this Agreement.

6. COMPLETE AGREEMENT

The Parties each agree and understand that this Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral understandings or agreements with respect to the subject matter hereof.

7. AMENDMENTS AND WAIVERS

This Agreement may not be amended, altered, enlarged, supplemented, abridged, or modified, nor can any provision hereof be waived, except by a writing executed by both Parties which shall be attached hereto. Failure of any Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

8. NOTICES

All notices, demands, and requests permitted or required to be given under this Agreement shall be in writing and deemed given when mailed by the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the address of the appropriate Party as provided herein.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement this ____ day of _____ 2024

ADDRESS:

23340 Cree Street NW
St. Francis, MN 55070

CLIENT:

City of St. Francis

By: _____
Its: _____

ADDRESS:

Suite 2200
100 Washington Avenue South
Minneapolis, MN 55401

CONSULTANT:

LOCKRIDGE GRINDAL NAUEN PLLP

By: Harry Gallaher
Its: Managing Partner

EXHIBIT A

LGN will provide tax, capital investment and state policy issue lobbying services for the City of St. Francis.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Ordinance of the City of St. Francis to Regulate Cannabis Business Registration
DATE: December 2, 2024

OVERVIEW:

At the October 28th work session staff and Council discussed the future and next steps of cannabis ordinances. At the work session we walked through the choices that a municipality has regarding regulating the business registration and decisions that would affect the zoning ordinance language.

The attached ordinance is specific to the business registrations related to Cannabis/THC activities. As identified at the work session there are eight types of endorsed activities that break down to even more license types at the State. Zoning will be discussing their related ordinances for Chapter 10 at the December Planning Commission meeting where they will also hold a public hearing.

Business regulations for cannabis businesses is related to local registration, compliance with State Statute and zoning, and consequences of business mismanagement regarding suspension and requirements with the MN Cannabis Management.

Fees for related registrations will be located within the Fee Schedule.

ACTION TO BE CONSIDERED:

Council to review and consider placing an Interim Ordinance on the Operation of Cannabis Businesses

TIMELINE:

1st Reading: December 2, 2024
 2nd Reading: December 16, 2024

30-day public Comment: December 20, 2024

Effective: January 20, 2025

Attachments:

- Ordinance 2024 – Chapter 6, Section 13 Regulation of Cannabis Business

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

ORDINANCE 338

**AN ORDINANCE ADDING CHAPTER 6 SECTION 13 OF THE ST. FRANCIS CITY
CODE TO REGULATE CANNABIS BUSINESSES, FIRST READING**

6-13-1. Administration

Findings and Purpose. The City of St. Francis makes the following legislative findings:

- a) The purpose of this ordinance is to implement the provisions of Minnesota Statutes,

chapter 342, which authorizes (insert local authority) to protect the public health, safety, welfare of St. Francis residents by regulating cannabis businesses within the legal boundaries of St. Francis

- b) St. Francis finds and concludes that the proposed provisions are appropriate and lawful land use regulations for St. Francis, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

6-13-2 Authority & Jurisdiction

St. Francis has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of the City of St. Francis.

6-13-3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

6-13-4 Enforcement

The City of St. Francis is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

6-13-5 Definitions

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

1. *Cannabis Cultivation*: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
2. *Cannabis Retail Businesses*: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.

3. *Cannabis Retailer*: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form

4. *Daycare*: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

5. *Lower-potency Hemp Edible*: As defined under Minn. Stat. 342.01 subd. 50.

6. *Office of Cannabis Management*: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.

7. *Place of Public Accommodation*: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

8. *Preliminary License Approval*: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.

9. *Public Place*: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

10. *Residential Treatment Facility*: As defined under Minn. Stat. 245.462 subd. 23.

11. *Retail Registration*: An approved registration issued by the City to a state licensed cannabis retail business.

12. *School*: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

13. *State License*: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Registration of Cannabis Businesses

6-13-6 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within St. Francis without first registering with St. Francis. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation. Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

6-13-7 Zoning Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, St. Francis shall conduct a preliminary compliance check to ensure compliance with local ordinances. Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, St. Francis shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

Registration & Application Procedure

6-13-8 Registration Fee

A registration fee, as established in St. Francis’s fee schedule, shall be charged to applicants depending on the type of retail business license applied for. An initial retail registration fee of \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by St. Francis shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

6-13-9 Application Submittal.

The City of St. Francis shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the city of st. Francis. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. sought;
- v. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
- ii. a copy of a valid state license or written notice of OCM license preapproval;
- iii. other items as identified on registration form

(C) Once an application is considered complete, the City of St. Francis shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(D) The application fee shall be non-refundable once processed.

6-13-10 Application Approval

(A) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.

(B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

(C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

6-13-11 Annual Compliance Checks.

The City of St. Francis shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this/these ordinances.

The (insert local here) shall conduct at minimum one unannounced age verification compliance check at least once per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

6-13-12 Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of the City of St. Francis.

6-13-13 Renewal of Registration

The City of St. Francis shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license. A state-licensed cannabis retail business shall apply to renew registration on a form established by the City.

A cannabis retail registration issued under this ordinance shall not be transferred.

6-13-14 Renewal Fees.

The City shall charge a renewal fee for the registration starting at the second renewal, as established in the City's fee schedule.

6-13-15 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to items required under Section 2.3.2 of this Ordinance.

Suspension of Registration

6-13-16 When Suspension is Warranted.

The City of St. Francis may suspend a cannabis retail business's registration if it violates the ordinance of the City or poses an immediate threat to the health or safety of

the public. The City shall immediately notify the cannabis retail business in writing the grounds for the suspension.

6-13-17 Notification to OCM.

The City shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

6-13-18 Length of Suspension.

The City Of St. Francis shall reinstate a registration if OCM determines that the violation(s) have been resolved.

6-13-19 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City imposes a civil penalty, as specified in the City's Fee Schedule, for registration violations of \$2,000.

6-13-20 Limiting of Registrations

The City of St. Francis shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within City jurisdictional boundaries. The City shall limit the number of cannabis retail businesses to one non municipal.

Requirements for Cannabis Businesses

6-13-21 Zoning and Land Use

Cannabis businesses licensed or endorsed for; cultivation, cannabis manufacturing, low-potency hemp edible manufacturing, wholesale businesses, cannabis retail, cannabis transportation, cannabis delivery shall comply with all of the City zoning and land use requirements. Prior to issuance of a state license or city registration, business will be reviewed for compliance with city ordinances, standards and requirements as set forth in Chapter 10 Zoning.

6-13-22 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 8:00 a.m. and 10:00 p.m. Monday through Saturday and 10:00 a.m. to 9:00 p.m. on Sunday.

6-13-23 Advertising

Cannabis businesses are permitted to erect fixed signs on the exterior of the building or property of the business following City sign ordinances.

Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

License or Permit Required for Temporary Cannabis Events

6-13-24 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. A jurisdiction should determine what type of approval is consistent with their existing ordinances for events. A license or permit is required to be issued and approved by (insert local here) prior to holding a Temporary Cannabis Event.

6-13-25 Registration & Application Procedure

A registration fee, as established in City's adopted fee schedule, shall be charged to applicants for Temporary Cannabis Events.

6-13-26 Application Submittal & Review.

The City shall require an application for Temporary Cannabis Events.

(A) An applicant for a retail registration shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. Safety and security plans to be reviewed by Emergency Management
- iv. Parking on and off site

(B) The applicant shall include with the form:

- i. the application fee as required in (Section 4.1.2);

- ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(D) The application fee shall be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

- 1) Temporary events shall prohibit any on-site consumption
- 2) If concerns existing regarding public health, safety or welfare application shall be denied if concerns are not fully resolved by the applicant.
- 3) Temporary events shall be prohibited within a door-to-door span of:
 - a) 1,000 feet of a K-12 school
 - b) 500 feet of a day care
 - c) 500 feet of a residential treatment facility
 - d) 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.
- 4) The site upon which the temporary event is to be conducted shall be kept in a neat and orderly fashion, free from litter, refuse, debris, junk or other waste which results in offensive odor or unsightly conditions.
- 5) Displace of items shall be arranged in as compact a manner as reasonably practical with particular reference to vehicle and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other catastrophe.
- 6) No uses or displaced shall be permitted in required parking areas, required green areas, parking setback, or any right-of-way or other public property.
- 7) Tents, stands and other similar temporary structures utilized are subject to the following requirements:
 - a) A site plan be submitted which clearly identifies the location of the temporary structure(s)
 - b) The Zoning Administrator determines that the size and location of structures shall not impair the parking capacity, emergency access, or the safe and efficient movement of pedestrian and vehicular traffic on or off the site
 - c) If the temporary structure is greater than 200 square feet in size and/or includes electrical service, the City Administrator may defer matter to the City Building Official for review and approval.

- 8) The sale and associated parking shall not obstruct parking spaces needed by any permanent business established on the site except when a sale is held when the business is closed.
- 9) No portion of the use or event shall take place within 100 feet of any residential buildings.

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of St. Francis shall notify the applicant of the standards not met and basis for denial.

Lower-Potency Hemp Edibles

6-13-27 Zoning Districts

Prior to issuance of a state license or city registration, business will be reviewed for compliance with city ordinances, standards and requirements as set forth in Chapter 10 Zoning.

Local Government as a Cannabis Retailer

6-13-28 Local Government as a Cannabis Retailer

The City of St. Francis may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6. St. Francis shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Use in Public Places

6-13-29 Use in Public Places.

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 2nd
DAY OF DECEMBER, 2024.**

APPROVED:

Joseph Muehlbauer
Mayor of St. Francis

ATTEST:

Jennifer Wida
City Clerk



CITY COUNCIL AGENDA REPORT

TO: Kate Thunstrom, City Administrator
FROM: Crag Jochum, City Engineer
SUBJECT: MS4 – Annual Opportunity for Public Input
DATE: December 2, 2024

OVERVIEW:

The Storm Water Pollution Prevention Program (SWPPP) is required by the National Pollutant Discharge Elimination System (NPDES) General Permit for discharges of stormwater associated with small Municipal Separate Storm Sewer Systems (MS4), which is collectively referred to as the MS4 permit. The MS4 permit authorizes the City to discharge stormwater into the public water system. The SWPPP does not discuss stormwater or utility fees. The purpose of the required annual SWPPP meeting is to gather public comments on the SWPPP.

The goal of the SWPPP is to reduce the discharge of pollutants into receiving waters to the maximum extent practicable. There are six components of the SWPPP, each called a Minimum Control Measure (MCM). The MCMs and selected requirements for each are shown in the table below.

Minimum Control Measures

- | | |
|--|---|
| 1) Public Education and Outreach | <ul style="list-style-type: none"> ○ Distribute educational materials ○ Develop measurable goals |
| 2) Public Participation/Involvement | <ul style="list-style-type: none"> ○ Provide 1 opportunity annually for public comment ○ Provide access to SWPPP document upon request |
| 3) Illicit Discharge Detection and Elimination | <ul style="list-style-type: none"> ○ Regulatory mechanism prohibiting non-stormwater discharges ○ Training all field staff in recognition and reporting |
| 4) Construction Site Stormwater Runoff Control | <ul style="list-style-type: none"> ○ Regulatory mechanism for erosion and sediment control ○ Site plan review and site inspections |

- 5) Post-Construction Stormwater Management
 - Regulatory mechanism for new and redevelopment regarding volume control and long-term maintenance
- 6) Pollution Prevention/Good Housekeeping for Municipal Operations
 - Facilities inventory
 - Pond assessment procedures and schedule
 - Employee training

ACTION TO BE CONSIDERED:

Allow opportunity for public input/comment on the adequacy of our Storm Water Pollution Prevention Plan. Open the meeting to accept any input/comment from the public. If no public comments are received, this agenda item can be closed and the City Council may move on to the next item of business.

BUDGET IMPLICATION:

None at this time.