



## CITY COUNCIL REGULAR MEETING

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

Monday, December 04, 2023 at 6:00 PM

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### AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
  - [A.](#) City Council Minutes - November 20, 2023
  - [B.](#) 2024 Business License Renewals
  - [C.](#) Joint City Fire Service RFP
  - [D.](#) Planning Commission Appointments
  - [E.](#) Change Orders – City Hall / Fire Station Project
  - [F.](#) Payment of Claims
5. **MEETING OPEN TO THE PUBLIC**
6. **SPECIAL BUSINESS**
7. **PUBLIC HEARING**
  - [A.](#) 2024 Proposed Budget Presentation
8. **OLD BUSINESS**
9. **NEW BUSINESS**
  - [A.](#) PERA SVF Pension Increase for Part-Time Firefighters
  - [B.](#) City of Nowthen Fire Service Contract
  - [C.](#) Fire Department Management Services, City of Bethel
10. **MEETING OPEN TO THE PUBLIC**
11. **REPORTS**
12. **COUNCIL MEMBER REPORTS**
13. **ATTORNEY REPORT**
14. **UPCOMING EVENTS**
  - A. December 6 - Earned Sick and Safe Leave Seminar at ISD 15 District Office Building @ 12:00 pm
  - December 18 - City Council Meeting @ 6:00 pm
  - December 20 - Planning Commission Meeting @ 7:00 pm
  - December 25 - City Offices Closed in observance of Christmas
15. **ADJOURNMENT**

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA

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

November 20, 2023

6:00 p.m.

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

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

**2. ROLL CALL**

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

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

**3. APPROVAL OF AGENDA**

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

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

Nays: None

Motion carries: 5-0

**4. CONSENT AGENDA**

Mayor Muehlbauer shared that they will be removing Item I from the consent agenda.

- A. City Council Minutes - November 6, 2023
- B. MOU Extension with ACRED
- C. Contingent Offers- Part-time Firefighters
- D. Rivers Edge 6<sup>th</sup> Addition Financial Security Reduction
- E. Random Drug & Alcohol Consortium Service Agreement – Northland Occupational Health & DOT Compliance
- F. Dellwood River Park Riverbank Stabilization Project – Pay Estimate No. 1
- G. Surplus Property  
*Resolution 2023-64 Declaring Surplus Property*
- H. Rental License Approvals
- I. Minnetonka Game and Fish Club Agreements
- J. Accept Proposal for Geotechnical Services

- K. Squad Computers
- L. Delay Notice – Plumbing Permit
- M. Stahl Construction – Pay Application No. 2 – Labor & Material
- N. Change Orders – City Hall Fire Station Project
- O. Payment of Claims

MOTION BY: ROBINSON SECOND: KREKLOW APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA ITEMS A-H AND J-O.

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

Nays: None

Motion carries: 5-0

Community Development Director Baumgardner reviewed the three agreements that are coming forward for approval from the Minnetonka Game and Fish Club for work that they will be doing. She shared that the third agreement is for an extension for the game and fish club to figure out their legal description while still proceeding with the work.

MOTION BY: UDVIG SECOND: ROBINSON APPROVING THE REGULAR CITY COUNCIL CONSENT AGENDA ITEM I.

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

Nays: None

Motion carries: 5-0

#### **5. MEETING OPEN TO THE PUBLIC**

Derrick Lind, a Ramsey resident, came forward and shared a handout with the Council. He noted that he is representing a citizen advocate group for Anoka County that wants election reform. He stated that they have been focusing primarily at the County level. He shared his purpose for coming forward tonight is to introduce himself. He noted that they have had 30 people give 80 presentations directly to Anoka County. He stated that they are trying to reform elections and get them back to what they used to be 30 years ago. He reviewed his handout that contains their concerns with elections, including concerns with the electronic polling and voting transparency. He shared that his group will likely be back to discuss this more with the cities in Anoka County.

Robinson asked how the City would be able to change this. Mr. Lind shared that his group has already had a city reach out to them wanting to make changes to their voting process. He stated that he can put the City in touch with someone at the County who can give them more information on what St. Francis could do with their voting. He reiterated that the reason that they have been focusing their work at the County level is because the County has the power.

#### **6. SPECIAL BUSINESS – NONE**

## 7. PUBLIC HEARINGS – NONE

## 8. OLD BUSINESS

### A. AutoZone Rezoning – 2nd Reading

Ordinance 322 - approving rezoning of Lot 1 Block 1 Crown 2nd Addition from BPK to B-2

Resolution 2023-65 authorizing the summary publication of Ordinance 322, Second Series

Baumgardner reviewed the Staff report concerning the AutoZone rezoning requests.

Bauer asked about the difference between the Business Park district and Business-2 district. Baumgardner explained that Business-2 is more geared towards retail and commercial use and Business Park is more geared towards office-like industrial use. She stated that this site was originally zoned for Business Park as it has limited traffic accessibility. She noted that this site could not support something like a fast food restaurant that would have lots of traffic coming and going but could support a retail store.

MOTION BY: KREKLOW SECOND: BAUER APPROVING THE 2ND READING OF ORDINANCE 322 - APPROVING THE REZONING OF LOT 1 BLOCK 1 CROWN 2ND ADDITION FORM BPK TO B-2.

A roll call vote was performed:

Mayor Muehlbauer	aye
Councilmember Robinson	aye
Councilmember Udvig	aye
Councilmember Bauer	aye
Councilmember Kreklow	aye

Motion carries: 5-0

MOTION BY: ROBINSON SECOND: UDVIG APPROVING RESOLUTION 2023-65 AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 322, SECOND SERIES.

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

Nays: None

Motion carries: 5-0

### B. Special Assessment for 23462 University Ave NW

Resolution 2023-66 amending special assessment for 23462 University Ave

Baumgardner reviewed the Staff report in regard to the updated special assessment and code enforcement extension for the property at 23462 University Ave. She shared that Staff was able to set up a meeting with the property owner

to create a plan for cleaning up the property. She reviewed the process if the property owner fails to clean up the property with the agreed plan.

Mayor Muehlbauer asked if the property owner agreed to this plan. Baumgardner shared that the property owner agreed to having Staff visit the property and they also understood that the next step would be that the citations would continue if they did not follow the cleanup plan.

Mayor Muehlbauer asked if they have anything in writing signed by the property owner stating that they agree to this. Baumgardner said that there is an agreement that is associated with access to the property and the cleanup plan that they will need in writing before they can fully move forward with this plan.

Baumgardner shared that the target substantial compliance date for this clean up would be February 14, 2024. She asked the Council how much they would like to assess to the property. She shared that the original assessment amount was around \$9,000; however, this was when they had not made contact with the property owner. She added that the City Attorney's Office has spent approximately \$3,100 on this property up to this point. She proposed that the assessment be a minimum of the amount that the City has spent in consulting fees thus far. She shared her recommendation of \$3,900 for the assessment which includes Staff time.

Udvig stated that if Staff is comfortable with the \$3,900 assessment, then she would support it; however, it seems low as a lot of Staff time has been spent on this. She asked about the size of the trailer that they will be using to remove the junk and debris from the property. She noted that the property owner needs to be aware of the process if they do not comply with the cleanup plan in place. Baumgardner stated that the escalation path is very clear to the property owner. She shared that the property owner has said that they are already in the process of cleaning up the property since they received the notice of the special assessment. She noted that the property owner stated that the trailer fits about two cars at a time. She added that it is hard to know if this timeline will work and if it is reasonable as the property owner did refuse access for a site visit by Staff.

Bauer shared that he has an issue with the property owner not allowing access to Staff to get an overview of the property. He shared concerns with the clean up actually getting done. He stated that he does not like the idea of the property owner sending pictures proving that they are cleaning up the property as a picture would not be proof that they have removed the junk and debris, and they could just be moving it around the property. He asked if they would be able to legally require a receipt that the junk and debris was dropped off at a junkyard. Assistant City Attorney Schaps shared that they could ask the property owner for this; however, he does not think that they would agree to this.

Bauer shared concerns with the proposed assessment amount only being a third

of the original amount.

Mayor Muehlbauer asked if the property owner does not abide by the cleanup plan if the citations would pick up where they left off. City Administrator Thunstrom said yes and explained that as long as it is within 12 months they would be able to start back up where they left off.

Baumgardner added that they can still assess up to \$9,000.

Kreklow stated that she is comfortable with this cleanup plan and reducing the assessment amount to \$3,900. She added that the property owner has every right to deny the City access to their property. She noted that she would like signed documentation from the property owner which would allow Staff to go past the gate and knock on the back door as well as an agreement on the removal of the junk and debris. She shared concerns with the property owner being able to get this done over the winter time. She asked if they have anything in place where the property owner could reach out to the City if the winter weather and freeze becomes an issue for removal of the junk and debris. Baumgardner shared that there is a contingency plan if they are not able to get the property into substantial compliance by February 14, then they would have until June 3, 2024. She added that the property owner would also have to let the City know that the weather would be affecting their ability to remove junk and debris and cannot just go without a response to Staff.

Robinson asked how successful Baumgardner thinks this new plan will be. Baumgardner shared that she felt very encouraged leaving the meeting with the property owner after they put this plan together. She shared her concern with the point of contact since the property owner is claiming to not have a phone, email address, or any regular way of communication.

Robinson asked when the tax cut off is for this year's assessment. Finance Director Mulvihill stated that they have to have this in by November 30.

Robinson suggested making the assessment half of the original amount for a total of \$4,500. He noted that the property owner has been given many opportunities to get the property under control.

Mayor Muehlbauer asked how the pictures of the property that they have were obtained. Baumgardner shared that the property owners on either side of the property gave Staff access to their property to take these photos.

Mayor Muehlbauer noted that the property owner not allowing access to the property shows a lack of good faith; however, they have the right to deny access. He stated that there are a lot of things that do not add up with this situation. He added that he does not feel that the property owner is being completely honest with Staff. He explained that he would not have an issue with this as long as the

City can collect a minimum of the \$3,900 and get this on the tax rolls now. He stated that he would also like to see the citations start back up where they left off if the cleanup plan is not followed. He noted that if the Council does approve this, they would likely approve it contingency upon the signed agreement from the property owner.

Thunstrom explained that what they set the assessment at, they do have the ability to reduce before the first taxes are paid. She noted that they could set this at \$4,500, then they could reduce this after the fact of he were to be in full compliance. She added that they would not be able to increase this assessment number.

Mayor Muehlbauer stated that he likes this idea as it gives the property owner an incentive to reduce the assessment.

Bauer agreed that the assessment should be raised to \$6,000 to begin with and if the property owner is in compliance, then it could be lowered down to \$3,100. He shared that he is an advocate for property rights; however, when someone has so much on their property that it can affect the soil and water and can also affect someone else's quality of life then something needs to be done.

Kreklow stated that she would be willing to start the assessment as high as \$4,500. She acknowledged that there can be environmental issues when a property looks like a junkyard. She noted that the property owner has shared that they have already started cleaning up the property. She reiterated that she would be comfortable with going as high as \$4,500 for the assessment. She asked if the Council agrees to the \$4,500 assessment and the property owner never signs the agreements if they would have to do a new assessment next year. Mayor Muehlbauer stated that they would have to put a contingency upon the property owner signing an agreement by the last day before the assessments are due. He noted that if the property owner did not sign the agreement by November 30, then they should assess the property owner the full amount.

Schaps explained that the Council has the authority to set the special assessment amount which will need to be provided to the County. He stated that if everything goes well and the property gets cleaned up then the Council has the ability to reduce the amount through a tax abatement; however, if it does not get cleaned up and the City has to go through an abatement then all of that cost would go back to City for next year to be assessed onto the property again.

Baumgardner stated that she is not sure that the City would have the ability to say that if the property owner does not sign the agreement by November 30 that they would be able to increase the assessment amount. Mayor Muehlbauer noted that they would have to assess the rest of the amount next year.

Kreklow asked if they removed the assessment fees for running a business or rental property off of the total what the new amount would be. Baumgardner stated

that \$3,600 of the assessment is for the junk and debris and parking on unapproved surfaces.

Robinson stated that through this discussion they have made no concessions for the neighbors and what they have had to put up with since this process started.

Schaps explained that the Council will have to ability to reduce the assessment later on so a performance incentive to lower the assessment does not need to be put as a contingency into the resolution at this time.

Bauer shared that he believes that they are conceding too much on this issue. He stated that if they leave it at the higher amount of the \$6,000 then it will open up the eyes of the property owner which is a biggest incentive.

Mayor Muehlbauer stated that one way or another the City will get their money back out of this. He noted that the Council is here to serve the residents, which includes this property's neighbors.

The Council was in agreement to make the assessment \$4,500.

MOTION BY: KREKLOW SECOND: ROBINSON APPROVING RESOLUTION 2023-66 AMENDING THE SPECIAL ASSESSMENT 23462 UNIVERSITY AVE IN THE AMOUNT OF \$4,500 WITH 10% INTEREST.

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

Nays: Bauer

Motion carries: 4-1

C. Ordinance Update – Fee Schedule, Second Reading

Ordinance 324, Second Series Amending Section 2-9-1 of the City Code regarding the Fee Schedule

Resolution 2023-67 Authorizing the Summary Publication of Ordinance 324, Second Series

Thunstrom reviewed the Staff report concerning the updates to the fee schedule.

MOTION BY: UDVIG SECOND: BAUER APPROVING ORDINANCE 324, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY CODE REGARDING THE FEE SCHEDULE.

A roll call vote was performed:

Mayor Muehlbauer aye

Councilmember Robinson aye

Councilmember Udvig aye

Councilmember Bauer aye

Councilmember Kreklow aye



Motion carries: 5-0

MOTION BY: BAUER SECOND: ROBINSON APPROVING RESOLUTION 2023-67 AUTHORIZING THE SUMMARY OF PUBLICATION OF ORDINANCE 324, SECOND SERIES.

Further discussion:

Bauer asked how they can legally put out a summary of publication somewhere else rather than just a newspaper letter. Schaps explained that this is currently being debated at the legislature and they will have to see what the legislature does moving forward.

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

Nays: None

Motion carries: 5-0

## 9. **NEW BUSINESS**

### A. City Hall / Fire Station Audio Contract

Thunstrom reviewed the Staff report in regard to the new City Hall Fire Station audio contract. She shared that she and Wida were able to tour the Intereum facility to see the electronics and how they work. She shared the recommendation to move forward with Intereum.

Robinson asked if Thunstrom was able to see the electronics being used. Thunstrom shared that they were able to see this and that they chose a mid-level package from what is available.

Robinson asked if it would require an individual to sit at a soundboard to control this and if they would still be able to use this with their YouTube channel. Thunstrom said no and shared that it can all be controlled in the rooms. She stated that they would still be able to use this with their YouTube channel; however, it will just be more direct.

Robinson asked if this is adaptable for the future. Thunstrom said yes and explained that they are very adaptable to the Microsoft products that Staff currently uses.

Robinson asked about the other quotes received. Thunstrom explained that they also received a quote from Modern Control, which was very similar in its offerings, just at a higher price.

Bauer asked how long this system would be warrantied and if they would also be providing a service with the equipment. Thunstrom explained that Intereum will be coming in to train Staff on the equipment so they will offer technical support upfront as they learn the system. She shared that the equipment itself has warranties and they will get a defined contract from Intereum once they approve the quote, and

she will bring the contract back forward to the Council.

Wida shared that everything will be run off of the computers.

MOTION BY: UDVIG SECOND: BAUER APPROVING THE INTEREUM QUOTE.

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

Nays: None

Motion carries: 5-0

#### **B. Hwy 47 Elected Officials Meeting**

Thunstrom reviewed the Staff report and shared the request to set a date so that invitations can be sent out to invite elected officials to discuss the Highway 47 project. She noted that the session will begin on February 12, 2024, and would like to have the meeting before the sessions start. She shared the proposed dates for the meeting of Wednesday, January 10, Thursday, January 11, or Thursday, January 18.

Bauer asked if these invitations are going to Anoka County. Mayor Muehlbauer shared that the invitations will go to the County and the State.

The Council was in agreement to schedule the meeting for Thursday, January 11, 2024, at 5:00 p.m. at the Police and Public Works building.

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

### **11. REPORTS**

#### **A. Public Works - 3rd Quarter Report**

Public Works Director Carpenter reviewed the 3rd quarter Public Works report. He thanked the residents for reducing their water usage when a drought warning was issued this summer. He noted that they are still in a moderate drought. He shared that all of these lead and copper tests came back good and they are under the levels that require attention. He gave an update on Bethel waste water, which the City will no longer contract for as of February 1, 2024. He shared that his staff also replaced the aeration membranes in the wastewater treatment facility which saved the City around \$36,000. He added that they have received around 300 tons of biosolids. He thanked the building official who caught a cross connection that could have contaminated the water supply. He shared that the new crane truck is now on line and is working as it should. He congratulated Wyatt on staff who has obtained his CDL and his Class D wastewater license. He shared the success from the Public Works open house that they hosted this year. He added that salt has already been received for this year's plow season. He discussed the two recycling events that were held during this quarter. He gave updates on current projects including Fox Street, the Dellwood Trail riverbank restoration, and other projects.

Bauer asked if it is costing the City money to provide contracted wastewater service

to Bethel. He noted that he does not like giving Bethel a date in which they are going to be cancelling their service to them. Carpenter explained that they are starting this process early to help give them alternative means to run this plan. He added that they have to submit to the MPCA that they will be releasing themselves from Bethel's wastewater plant 30 in advance.

Bauer asked if there is time for them to renew this contract if Bethel's employee fails his wastewater exam. Carpenter said yes and added that they would not leave Bethel high and dry.

Mayor Muehlbauer asked what would happen if the Bethel employee does not pass his exam. Carpenter stated that they are open to doing whatever Council would like to do.

The Council thanked Carpenter and his Staff for their work.

#### B. Community Development Quarter 3 Report

Baumgardner reviewed the 3rd quarter Community Development report. She highlighted the economic development on the Bridge Street corridor and the Highway 47 corridor. She shared the success of the farmer's markets that were hosted this summer. She noted the involvement with the Chamber of Commerce. She stated that Staff attended an event with the Minnesota Real Estate Journal which focused on the north and west development updates. She shared that financing is the biggest issue facing development at this time. She discussed the resident developments that are currently under review, including the Rivers Edge Development. She explained that the developer highlighted that the 7th addition is in the area that falls in the wild and scenic Rum River overlay district, which makes the minimum lot size higher than the rest of the development. She shared that the current housing demand is for smaller, low maintenance lots. She reviewed the ongoing commercial developments within the City. She added that residential new construction permits are down year over year, which is likely due to high interest rates and high construction costs. She noted that total permits are up this year; however, permit revenue is decreasing. She shared that there are 44 properties that are currently active in code enforcement and the most common code enforcement violation has been work without a permit. She reviewed the rental and vacant program and shared that there are 3 known vacant properties, including the Rum River Inn. She discussed the transition to the new BS&A software system which took place in September. She stated that Staff has responded very well to the new software system. She thanked Staff for transitioning so well to the new software and she also thanked the Council for investing in the new system.

Robinson asked about properties for Sheriff's sale. Baumgardner explained that when properties reach the Sheriff's sale list then this means it would be moving forward through the foreclosure process. She noted that the Rum River Inn is currently up for Sheriff's sale and will move through the process of foreclosure.

Mayor Muehlbauer asked if there has been any progress on the Bluffs of Rum River. Baumgardner shared that the property for the Bluffs of Rum River did go up for sale during this quarter. She spoke to the real estate agent that has this property listed and they shared that they have had a few leads for the property.

The Council thanked Baumgardner for her report and thanked her and her Staff for their work. They also reiterated the success of the farmer's market this year.

## **12. COUNCIL MEMBER REPORTS**

The Council shared the meetings and events they attended in the past few weeks.

Robinson shared that the oil reservoir for recycling is already half full. He shared the upcoming Saturday is Small Business Saturday with the Chamber of Commerce. He added that the Chamber of Commerce Gala is coming up in January.

Bauer thanked the businesses that participated in the Thanksgiving Bowl with the Legion. He shared that True Value will be hosting an event on December 16 called the Gathering of Friends.

Udvig welcomed the new bottle shop manager and encouraged everyone to go check out the bottle shop.

Mayor Muehlbauer shared his appreciation for the Police and Fire Departments for their life saving efforts.

## **13. UPCOMING EVENTS**

November 23 - City Offices Closed in observance of Thanksgiving

November 24 - City Offices Closed in observance of Thanksgiving

December 4 - City Council Meeting @ 6:00 pm

December 18 - City Council Meeting @ 6:00 pm

December 20 - Planning Commission Meeting @ 7:00 pm

## **14. ADJOURNMENT**

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

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

Nays: None

Motion carries: 5-0

There being no further business, Mayor Muehlbauer adjourned the regular City Council at 8:01 p.m.



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Jenni Wida, Deputy Administrator-City Clerk  
**SUBJECT:** 2024 Business License Renewals  
**DATE:** December 4, 2023

**OVERVIEW:**

Renewal applications and supporting documents were mailed to businesses in October. The City Council receives a resolution listing all the license renewals for the following year.

Payments 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 2023-68 listing the 2024 License Renewals

**BUDGET IMPLICATION:**

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

Attachments:

- Resolution 2023-68

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

**RESOLUTION 2023-68**

**A RESOLUTION ADOPTING THE  
LICENSE RENEWALS FOR 2024**

(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 4<sup>th</sup> DAY OF DECEMBER, 2023.

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

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

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

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

<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

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



**CITY COUNCIL  
AGENDA REPORT**

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**TO:** Mayor and Council  
**FROM:** Kate Thunstrom, City Administrator  
**SUBJECT:** Joint City Fire Service RFP  
**DATE:** December 4<sup>th</sup>, 2023

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**OVERVIEW:**

Over the past year the cities of Bethel and St. Francis have been working on a proposal for fire services. As part of that initial service contract, one of the expectations is to determine a long-term plan for fire services between the two cities, potentially resulting in a Joint Powers Agreement.

One step taken was to apply for a MN Dept of Public Safety Service Planning Grant, in which the State awarded. With these funds an RFP will be released that would review items related to pensions, operational consistency, operational costs, long-term sustainability and evaluations of joint models.

**ACTION TO BE CONSIDERED:**

Council to review and approve the release of the Shared Service Study RFP.

Attachments:

- Request for Proposals for Shared Service Study for Fire Services.





**Request for Proposals  
for  
Shared Service Study  
for Fire Services**

Date Released: December 5, 2023

**Proposals Due:  
January 9, 2024  
by 4:30 PM**

## Request

The City of St. Francis is accepting proposals from qualified and experienced fire service consulting firms to provide a Shared Service study and facility needs analysis. The purpose of the study is to map current fire realities for the City of St. Francis and the City of Bethel to, compare to current standards, and provide a planning tool provide the road map for a merger.

## Community Overview

Both Cities are located in Northern Anoka County of Minnesota. The city of St. Francis has a population of 8,342 and covers approximately 24 square miles. The City of Bethel has a population of 476 and covers approximately 1 square mile. The communities were established in the late 1800's and the two cities incorporated in 1962 and 1974 respectively.

Currently the region reports moderate expansion of population, business and construction. It is clear that community funding remains a concern. All references to community shall include the City of St. Francis and the City of Bethel. It should be noted that the long-term goal is to restructure the fire departments in to a Joint Powers Fire District.

Funds for this effort have been provided by the Department of Public Safety. All invoicing will be provided to the City of St. Francis for payment.

## Community Structure

St. Francis is a Charter city and Bethel is a statutory city, each with elected City Council Members and Mayor. The City of St. Francis Fire Department reports to the City Administrator and the City of Bethel Fire Department reports to the Mayor and City Council.

## Current Contractual Partners

Currently the City of St. Francis is contracted to provide Fire Management Services to the City of Nowthen. The current contract is set to expire on December 31<sup>st</sup>, 2024. Both Fire Departments currently have a robust automatic aid agreement with each and with partner cities within both Anoka County and Isanti County. Both departments also belong to the Anoka County Fire Protection Council which provides our Public Safety Data Systems (all departments converting to First Due 2023), Anoka County Fire Academy, and networking for ideas and advice.

The current structure between St. Francis and Bethel is one of Mutual and Auto Aid, situation dictates which agreement is used.

## Scope of Services

The Cities are seeking a qualified and experienced fire service consulting firms to provide a Shared Service study. The report will demonstrate full disclosure and transparency of risk/benefit for elected officials allowing them to determine appropriate response model, staffing, facilities to remain operational, funding, funding formula for a Joint Powers Agreement, and structure of a Joint Powers Agreement.

The scope of services includes the following:

- 1) Determine current fire service response condition for the community (3 years) Generate GIS mapping and report as appropriate.
  - a. All emergency response calls beginning January 1, 2020 to current day.
  - b. Location of any and all firefighters whose homes are in the community.
  - c. Population density.
  - d. Land use
  - e. Response time
  - f. Capital Equipment
  - g. Budget Planning
  - h. Fire Prevention programs
  - i. Any additional mapping required to adequately support any recommendations.
- 2) Work with city staff and within the Communities Comprehensive Plan to update mapping that includes expectations of future growth or decline for 20 years into the future.
- 3) Identify staffing and program strategies;
  - a. Command structure
  - b. Alternative staffing models
  - c. Fire Prevention program
- 4) Make recommendations after a review of both stations on:
  - a. What is needed for stations as it relates to service area
  - b. What level of growth or capacity determines the need for additional stations
  - c. Level of equipment needs in each station, matching or individual
- 5) Determine, compare and contrast current and future budget models with recommendations.
- 6) Conduct feedback forums on existing model and future model
  - a. Expressing the need for change as highlighted by elected and fire chief officials
  - b. elected official input
  - c. public input
  - d. firefighter
- 7) Compensation study
  - a. Basis for current and ongoing structure of pay
  - b. Data points in which compensation is adjusted or reactive to a change in structure

## Assumptions

Each fire service consulting firm shall develop their proposal with the following assumptions included:

- 1) Base GIS mapping will be provided by the community. Consultant to verify conditions.
- 2) Emergency response call data will be made available by each Fire Department currently serving the community. Successful consultant will be responsible for contacting each Fire Department and gathering the data required.
- 3) Existing service contracts will remain in place following the study. This study is intended to develop strategies to develop a new Joint Powers Organization.
- 4) Fire Departments will meet with the successful consultant to provide the necessary data at the cost of the City of St. Francis

- 5) All GIS mapping data will be delivered to the City of St. Francis at the completion of the study for their use in future planning efforts.

## Study Timeframe

The City of St. Francis and the City of Bethel expects that the successful consultant will complete the study 12 months from the execution of the contract with substantial progress no later than September 1, 2024.

## Required Meetings

The consultant shall propose a meeting schedule based on the aforementioned scope of services. The City of St. Francis and Bethel, at a minimum, expects the following meetings:

- 1) Initiation meeting with Community staff.
- 2) Onsite community visit and evaluation of existing facilities and equipment with each Fire Department.
- 3) One on one meetings with elected officials, Community Administrator, Fire Chief.
- 4) Group meetings with firefighters, and survey form
- 5) Community input forum and survey
- 6) Meeting with each community staff to review the preliminary (draft) results of the study.
- 7) Work session (evening) meeting with the City Council and City Staff to review the preliminary (draft) results of the study. This meeting needs to include adequate time for thorough review and questions.
- 8) Formal presentation of the final results of the study at a Joint Council meeting (evening). This meeting needs to include adequate time for thorough review and questions.

## Deliverables

Each fire service consulting firm shall deliver the final results of the study and GIS data electronically in a format useable by the Cities of St. Francis and Bethel. All data becomes property of the St. Francis and community partners, citing the fire service consulting firm as the source.

## Proposal

Each fire service consulting firm submitting a proposal must include:

- 1) A letter outlining the firm's background.
- 2) A list of five similar studies completed in the past three years. This should include contact information for the respective persons.
- 3) A project outline detailing the strategy your firm will use for completing the study.
- 4) A statement identifying in detail the items your study will include, referencing the aforementioned scope of services.
- 5) The name and professional biography for the manager assigned to this study.
- 6) The names and professional biographies for the staff whom will be assigned to this study.
- 7) A meeting schedule in accordance with the aforementioned required meetings.
- 8) A cost for each additional meeting.
- 9) A timeline for completion of the study.

- 10) A “not-to-exceed” cost.
- 11) A list of additional and/or recommended study options not included within the aforementioned scope of services and with individual costs per additional study option.

## **Costs of Proposal**

All costs incurred for the preparation of a proposal in response to this request for proposals shall be borne by the proposing fire service consulting firm.

## **Evaluation Criteria / Process**

- 1. The Cities retain the right to accept or reject all or any proposals.
- 2. City Staff will review RFP’s and interview selected firms as deemed necessary.
- 3. City Staff will recommend a selected firm to the City Council. City Council has the right to accept or reject the recommended and conduct their own interviews as deemed necessary.

City of St. Francis will award a contract to the fire service consulting firm whose qualifications are deemed to best provide the services desired, considering the requirements, terms and conditions contained within this request for proposals. The City will consider conformity with the scope of services, the performance period, the delivery terms, and the proposed price as factors in making its award decision.

## **Release of Claims, Liability, and Preparation Expenses**

It is agreed by and between the parties of this RFP that in no event shall the City itself nor any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection hereto.

Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a fire service consulting firm’s participation in this RFP process. The fire service consulting firm understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim for damages or other liability arising out of the RFP and award process.

## **Errors in Proposals**

The City shall not be liable for any errors in the fire service consulting firm’s proposal. No modifications to the proposal shall be accepted from the fire service consulting firm after the submittal date and time. The fire service consulting firm is responsible for careful review of its entire proposal to ensure that all information is correct and complete. The fire service consulting firm are responsible for all errors or omissions contained in their proposals.

## Withdrawing Proposals

A fire service consulting firm may withdraw their proposal at any time prior to the submittal deadline by submitting a written request to the contacts for RFP inquiries indicated on the submittal guidelines page. The written request must be signed by an authorized representative of the fire service consulting firm. The fire service consulting firm may submit another proposal at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal date and time without approval by the City. Such approval shall be based on the fire service consulting firm's submittal, in writing, of a reason acceptable to the City in its sole discretion.

## General Conditions

- A. Invitation for Proposals. The issuance of this RFP constitutes only an invitation to submit proposals to the City of St. Francis as a means by which the City can acquire information related to retaining fire service consulting firm services. It does not constitute a final contract to provide the services, materials, and equipment contemplated as part of this RFP.
- B. Submission of Proposals. The City is not obligated to respond to any proposal submitted nor is the City legally bound in any manner whatsoever by the submission of a proposal.
- C. Compliance with Minimum Standards. The City reserves the right to determine, in its sole and absolute discretion, whether any aspect of any proposal satisfactorily meets the criteria established in this RFP.
- D. Public Record/Confidentiality. Proposals submitted become a matter of public record. Information supplied by the fire service consulting firm to the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations information pursuant to Minnesota Statute Section 13.37. If the fire service consulting firm believes any non-public information will be supplied in response to the RFP, the fire service consulting firm shall take reasonable steps to identify and provide reasonable justification to the City regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. The fire service consulting firm agrees as a condition of submitting a proposal that the City will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.
- E. Indemnification. To the fullest extent permitted by law, fire service consulting firm agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of fire service consulting firm's negligence or the fire service consulting firm's performance or failure to perform its obligations under this Proposal and any subsequent Agreement. The fire service consulting firm's indemnification obligation shall apply to the fire service consulting firm's subcontractor(s), or anyone directly or indirectly employed or hired by the fire service consulting firm, or anyone for whose acts the fire service consulting firm may be

liable. The fire service consulting firm agree this indemnity obligation shall survive the completion or termination of work requested in this RFP and any subsequent Agreement.

- F. Independent Contractor. It is expressly understood that the fire service consulting firm is an “independent contractor” and not an employee of the City. The fire service consulting firm shall have control over the manner in which the Services are performed under their Proposal and any subsequent Agreement. The fire service consulting firm shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this RFP. The fire service consulting firm shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this RFP or any subsequent Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

## Questions

Any and all questions relating to this request for proposals should be directed via email to [Kthunstrom@stfrancismn.org](mailto:Kthunstrom@stfrancismn.org) , Email contact information is indicated below. Questions and answers will be posted with the RFP on the City website.

## Proposal Submission

The City requests four hard copies of the proposal and one electronic copy. Both versions of the proposals shall be submitted to:

City of St. Francis  
Attn: City Administrator- Kate Thunstrom  
Address 23340 Cree St. NW, St. Francis MN 55070  
Email: [Kthunstrom@stfrancismn.com](mailto:Kthunstrom@stfrancismn.com)

**PROPOSALS DUE JANUARY 9, 2024 - by 4:30 PM**



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Colette Baumgardner, Community Development Director  
**SUBJECT:** Planning Commission Appointments  
**DATE:** December 4<sup>th</sup>, 2023

**OVERVIEW:**

City code 2-4-2 identifies the establishment and composition of the Planning and Zoning Commission. This group of individual’s reviews land use and zoning applications. The responsibility of the Commission is to make recommendations to Council on those issues brought forward.

The Planning Commission consists of seven voting members who are appointed by the City Council. Appointed members serve three-year terms. Members are allowed to serve a maximum of two consecutive terms, unless there are no other applications. Generally, one third of the members are up at a time creating up to three open vacancies.

Three-member terms will end as of December 31, 2023. Two are eligible to seek reappointment and are interested.

Applicants to be considered:

- Dustin Pavek – *Planning Commission existing member, this would be a second term*
- Deb Humman – *Planning Commission existing member, this would be a second term*

**ACTION TO BE CONSIDERED:**

Council is requested to appoint the two individuals to the Planning Commission for a term of January 1, 2024 to December 31, 2026.

Attachments: none





CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Kate Thunstrom, City Administrator
SUBJECT: Change Orders – City Hall / Fire Station Project
DATE: December 4th, 2023

OVERVIEW:

As the process goes, as the drawings and permits are reviewed, there are small updates due to material availability, need, adjustments for the building permit, etc. The steps being taken today with the change orders is ahead of the actual project and will save significant time during installation as to not create a slowdown.

The following change orders have been submitted for approval for the appropriate contract:

Project 4020 Labor

PCO#003 Precast and Rood Drain Updates

Changes were required to address City stormwater requirements and further address state plumbing permit expectations and changes to code.

PCO#005 Mechanical Plumbing and Electrical Updates.

State changes to the plumbing permits had a direct impact not only to the electrical systems of the building but for updates to electrical that work in conjunction to the system. Costs include changes to the hose reel installations in the apparatus bays and fire dampers.

Project 4020-10 Material

PCO#003 Precast and Rood Drain Updates

Changes were required to address City stormwater requirements and further address state plumbing permit expectations and changes to code.

**PCO#004 Mechanical Plumbing and Electrical Updates.**

State changes to the plumbing permits had a direct impact not only to the electrical systems of the building but for updates to electrical that work in conjunction to the system. Costs include changes to the hose reel installations in the apparatus bays and fire dampers.

**ACTION TO BE CONSIDERED:**

Council to review and approve the change orders as presented authorizing City Administrator to execute PCO/PCCO documents.

Attachments:

PCO#003 (Labor)	\$3,243.00
PCO#005 (Labor)	\$6,165.06
PCO #003 (Material)	\$6,286.34
PCO#004 (Material)	\$2,765.14

Stahl Construction Company  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414  
 Phone: (952) 931-9300

 Project: 4020-10 - St. Francis City Hall & Fire Station-Material  
 3740 Bridge Street NW  
 St. Francis, Minnesota 55070

## Prime Contract Potential Change Order #003: PR 03 Precast and Roof Drain Updates (Material)

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	003 / 0	<b>CONTRACT:</b>	4020-10 - St. Francis City Hall & Fire Station-Material Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	10/31/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$6,286.34

**POTENTIAL CHANGE ORDER TITLE:** PR 03 Precast and Roof Drain Updates (Material)

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #009 - PR 03 Precast and Roof drain updates

- Please review the attached PR and associated changes.
- Stahl will issue formal RFQ's (Request for Quotes) to all contractors who we believe will be affected by these changes.
- Please reach out if you do not receive an RFQ but the changes associated with this PR will have cost or schedule impacts to your scope of work. Stahl will ensure an RFQ is sent to you as well.

**ATTACHMENTS:**

[Northern Exposure.pdf](#) , [Falcon Mechanical.pdf](#) , [Crosstown Masonry.pdf](#) , [Change Order #2.pdf](#) , [PR-03-St.-Francis-Cover.pdf](#)

#	Budget Code	Description	Amount
1	05-1000-__-.S Furnish Metals.SUBCONTRACT		\$(1,690.00)
2	03-4100-__-.S Precast Concrete.SUBCONTRACT		\$0.00
3	07-5000-__-.S Roofing.SUBCONTRACT		\$2,156.00
4	32-1600-__-.S Site Concrete.SUBCONTRACT		\$2,710.00
5	22-0000-__-.S Plumbing.SUBCONTRACT		\$3,048.10
6	23-0000-__-.S HVAC.SUBCONTRACT		\$0.00
<b>Subtotal:</b>			<b>\$6,224.10</b>
GC Fee 1% (1.00% Applies to LABOR, MATERIAL, SUBCONTRACT, EQUIPMENT, Reimbursables, Sub Labor, Tekton, and FEE.):			\$62.24
<b>Grand Total:</b>			<b>\$6,286.34</b>

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW  
St. Francis, Minnesota 55070

861 E. Hennepin Avenue, Suite 200  
Minneapolis, Minnesota 55414

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE



MANKATO  
225 BELGRADE AVE  
NORTH MANKATO, MN 56003

MINNEAPOLIS  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 03 (PR-03)**

**ISSUE DATE:** 10-16-2023

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

**ARCHITECT:** Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

**CONSTRUCTION  
MANAGER:** Stahl Construction  
861 Hennepin Avenue  
Suite 200  
Minneapolis, MN 55414

**OWNER:** City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**DESCRIPTION**

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

**1. REFERENCE DOCUMENT**

- A. Stormwater Pollution Prevention Plan
  - 1. Add document by Hakanson Anderson to Project Specifications

**2. CHANGES TO ARCHITECTURAL DRAWINGS**

- A. Sheet A0-21 – Precast Elevations
  - 1. Revise scupper opening locations.
- B. Sheet A1-21 – First Floor Plan
  - 1. Remove (10) bollards.

- 2. Add pedestrian-rated trench drains and curb openings.
- 3. Add keynote 27.
- C. Sheet A1-60 – Roof Plan
  - 1. Revise detail 3/A1-61.
  - 2. Revise scupper/downspout locations.
  - 3. Revise keynote 7.
  - 4. Change keynote of scupper above apparatus bay.
  - 5. Add keynote 10.
  - 6. Change keynote of scuppers above bay doors 148D and 148G.
- D. Sheet A2-11 – Exterior Elevations
  - 1. Revise overflow scupper placement.
  - 2. Add conductor heads and downspouts to scuppers.

**3. CHANGES TO MECHANICAL DRAWINGS**

- A. Sheet M2-21
  - 1. Added separate tag for RMB-SM-1 and 2.
  - 2. Added keyed note for RMB-SM-1 and 2.

**KEYNOTES**

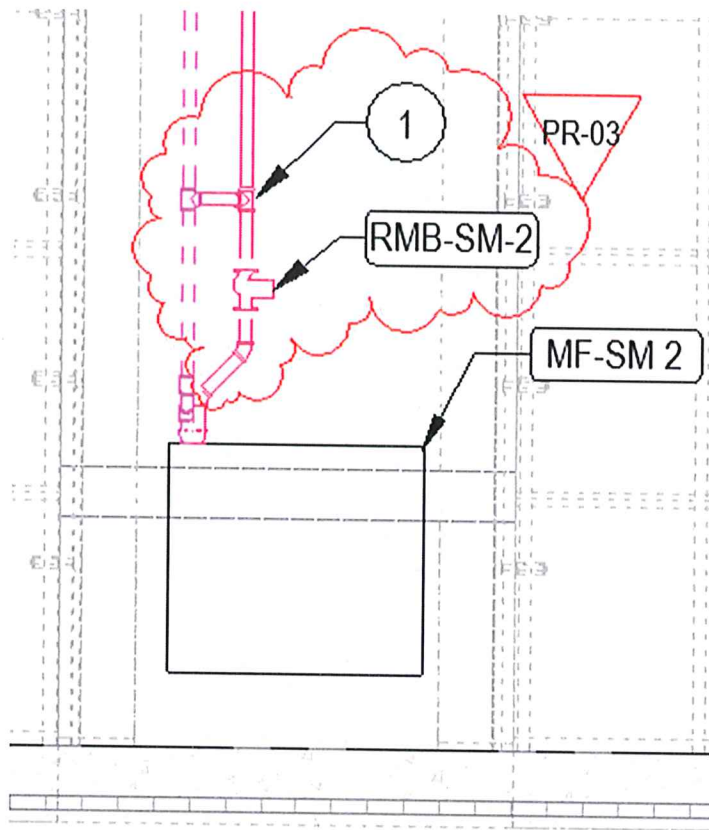
1 TYPICAL SNOW MELT ZONE PUMP, RMB-SM-1,2. SEE SHEET M4-21, VIEW 2

PR-03

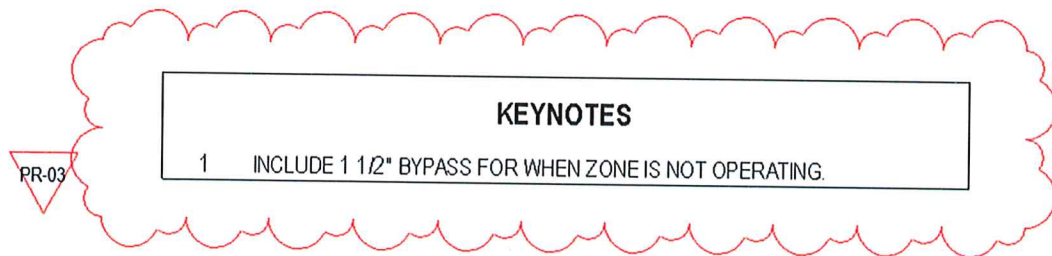


B. Sheet M4-21

1. Added pump RMB-SM-1 and bypass piping. Both are typical for both RMB-SM-1 and for RMB-SM-2 (both snow melt zones).



2. Added keyed note for bypass piping.



PH: 507.386.7996 FAX: 507.386.7992

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C. Sheet M6-11

1. Changed schedule information for Circulating Pump RMB-SM1.
2. Changed schedule information for Circulating Pump RMB-SM2.

PR-03	RMB-SM-1	APPARATUS BAY	-	SNOW MELT
	RMB-SM-2	APPARATUS BAY	-	SNOW MELT

XYLEM B&G	PL-55	INLINE PUMP	VERTICAL
XYLEM B&G	PL-55	INLINE PUMP	VERTICAL

TYPE	FLOW RATE	HEAD	HP	WIND UP	WEIGHT	AMPERAGE
INLINE	26.0 GPM	30.0 FT	0.40 hp	No	20 lb	4.7 A
INLINE	26.0 GPM	30.0 FT	0.40 hp	No	20 lb	4.7 A

AMPERAGE	VOLTS	PHASES	LOCATE PUMP ABOVE ZONE CABINET WITH UNIONS AND SHUT OFF VALVES FOR ISOLATION.
15.0 A	115 V	1	LOCATE PUMP ABOVE ZONE CABINET WITH UNIONS AND SHUT OFF VALVES FOR ISOLATION.
15.0 A	115 V	1	LOCATE PUMP ABOVE ZONE CABINET WITH UNIONS AND SHUT OFF VALVES FOR ISOLATION.



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D. Sheet P6-11

1. Changed schedule information for Sump Pump SP-1

**SUMP PUMP S**

MODEL NO.	TYPE	PUMP	
		FLOW	HEAD
940-0013	ELEVATOR SUMP	50.0 GPM	15.0 FT

PR-03

CM	BASIN DIMENSIONS		VOLT
	DEPTH	DIAMETER	
No	3' - 0"	2' - 0"	120 V

PR-03

PH	REMARKS
1	ALARM PANEL, OIL GUARD PUMP SWITCH AND PANEL SYSTEM. OIL RESISTANT CORD AND PLUG. FLUSH COVER FOR BASE OF ELEVATOR APPLICATION.

PR-03



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4. **CHANGES TO STRUCTURAL DRAWINGS**

A. Sheet S1.03 – Roof Framing Plan

1. Revise precast elevations as indicated for clearer alignment with architectural drawings.

**END OF PROPOSAL REQUEST 03 (PR-03)**



PH: 507.386.7996 FAX: 507.386.7992

[bruntonarchitects.com](http://bruntonarchitects.com)

Stahl Construction Company  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414  
 Phone: (952) 931-9300

**Project: 4020-10 - St. Francis City Hall & Fire Station-Material**  
 3740 Bridge Street NW  
 St. Francis, Minnesota 55070

## Prime Contract Potential Change Order #004: PR 04 Mechanical| Plumbing | Electrical Updates Material

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	004 / 0	<b>CONTRACT:</b>	4020-10 - St. Francis City Hall & Fire Station-Material Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	11/14/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$2,765.14

**POTENTIAL CHANGE ORDER TITLE:** PR 04 Mechanical| Plumbing | Electrical Updates Material

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #010 - PR 04 Mechanical| Plumbing | Electrical Updates

**ATTACHMENTS:**
[St Francis PR-4.pdf](#) , [\\_CO-Form-CO#2-PR#4-CE#-Electrial-updates-Material.doc](#) , [\\_CO#2-Proposal-PR#4-CE#-Electrical-updates-Material.xlsx](#) , [CO#2-PR#4-Electrial-updates-material.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT		\$0.00
2	26-0000-__-.S Electrical / Low Voltage.SUBCONTRACT		\$3,505.76
3	23-0000-__-.S HVAC.SUBCONTRACT		\$(768.00)
<b>Subtotal:</b>			<b>\$2,737.76</b>
GC Fee 1% (1.00% Applies to LABOR, MATERIAL, SUBCONTRACT, EQUIPMENT, Reimbursables, Sub Labor, Tekton, and FEE.):			\$27.38
<b>Grand Total:</b>			<b>\$2,765.14</b>

Ginnie Schneider (Brunton Architects &amp; Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

 23340 Cree Street NW  
 St. Francis, Minnesota 55070

 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

35



MANKATO  
225 BELGRADE AVE  
NORTH MANKATO, MN 56003

MINNEAPOLIS  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 04 (PR-04)**

**ISSUE DATE:** 10-16-2023

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

**ARCHITECT:** Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

**CONSTRUCTION  
MANAGER:** Stahl Construction  
861 Hennepin Avenue  
Suite 200  
Minneapolis, MN 55414

**OWNER:** City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**DESCRIPTION**

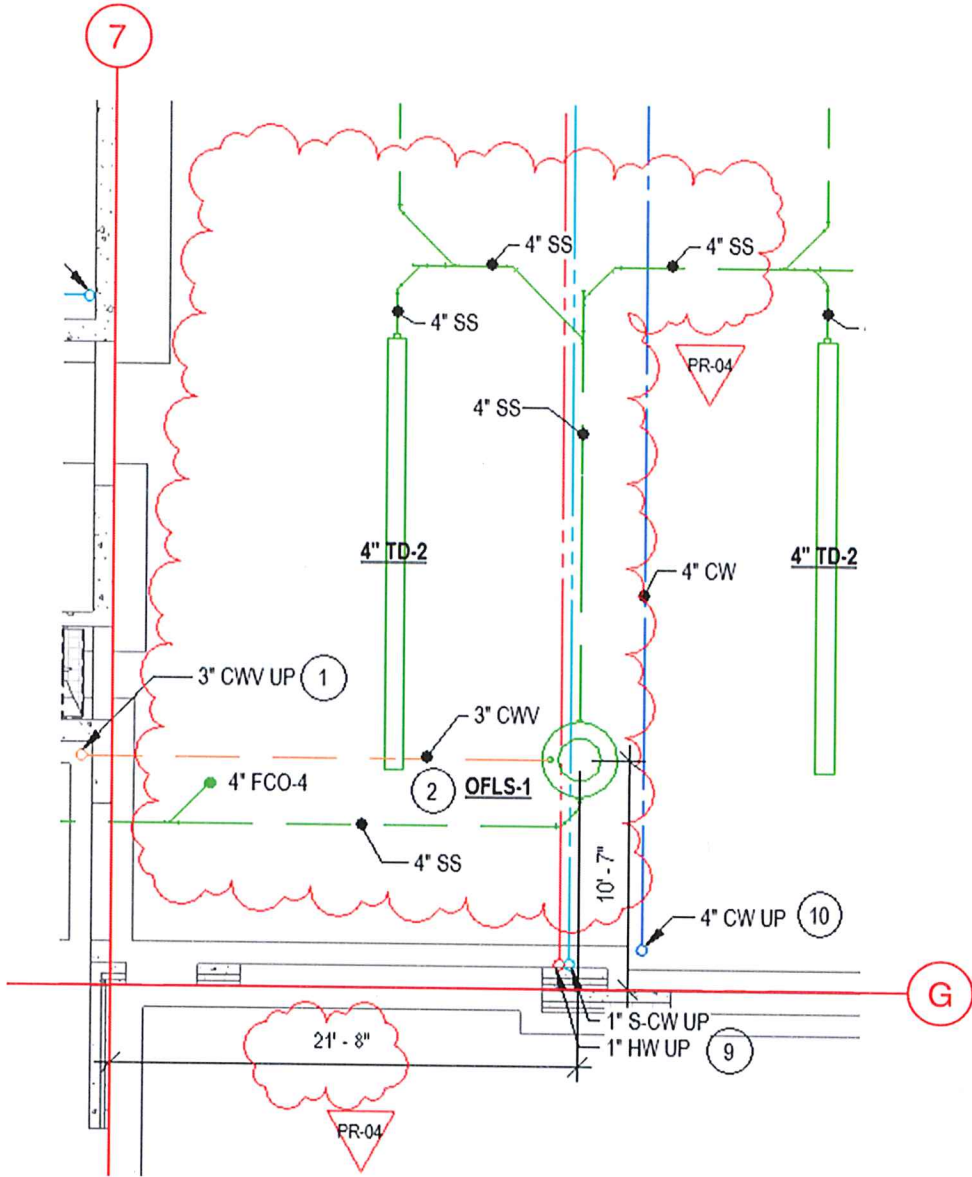
The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

**1. CHANGES TO MECHANICAL DRAWINGS**

- A. Sheet M2-12
  - 1. Provide credit for the omission all fire dampers (16 total) at wall penetrations into the following rooms: BUNK 217, BUNK 218, BUNK 219, BUNK 220, BUNK 221, BUNK 222

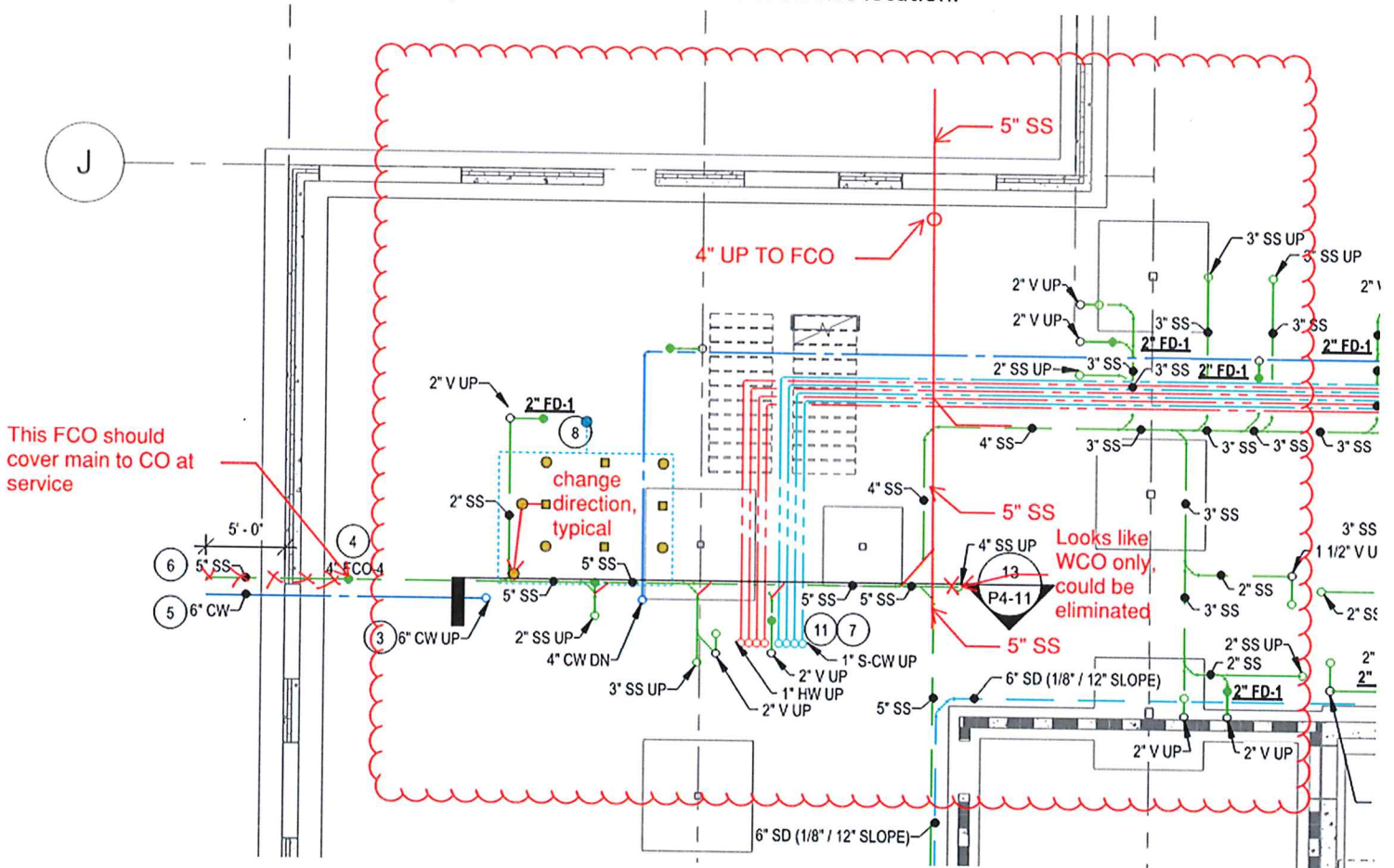
B. Sheet P2-10

1. Moved flammable waste trap OFLS-1 plan east to clear structural footing. Piping into and out of OFLS-1 changed accordingly. Place OFLS-1 at:  
10'-7" west of column line G and 21'-8" north of column line 7.



C. Sheet P2-10

1. Sanitary sewer service shall leave the building to the East below VEST 152 instead of originally shown under GENERATOR 155. Add 5" Sanitary Sewer main piping East as shown. Add 4" SS piping up to FCO-4 before exiting the building foundation. Revise section of 4" SS piping running East-West under CORRIDOR 126 to be 5".
2. Omit 4" SS piping up to WCO in CORRIDOR 126. Omit all sanitary piping South of 4" FCO-4 in CITY ADMIN 123.
3. Change wye fitting directions as shown for new service location.



PH: 507.386.7996 FAX: 507.386.7992

bruntonarchitects.com

D. Sheet P3-21/Sheet P4-11 Section 13

1. Provide credit for the installation of the 2-1/2" domestic cold water meter and associated piping accessories. Building domestic cold water shall be connected downstream of 4" meter/piping accessories previously noted for truck fill line with an isolation valve at takeoff.

E. Sheet P5-11

1. WATER METER AND SPRINKLER SERVICE DETAIL: Provide credit for the installation of lawn irrigation meter and associated piping accessories. Lawn irrigation shall be connected downstream of 4" meter/piping accessories previously noted for truck fill line with isolation valve/backflow prevention at takeoff.

F. Sheet P6-11

1. Updated UT-1 Information

PR-02	UT-1	UTILITY SINK	MUSTEE	19CF	ABS PLASTIC
	WC-1	WATER CLOSET - FLOOR MOUNT - CLOCK VALVE ADA	AMERICAN MANUAL	MADERA yes	WHITE VITREOUS 1.0 GPM
	WHITE	MUSTEE	93.600	MANUAL	No
	WHITE	SLOAN	8111-1.28	SOLAR	Yes
		INSTALL PER MANUFACTURER'S RECOMMENDATIONS			
	1/2"	1/2"	13" DEEP TUB. TRIM IS INCLUDED IN KIT.		
	4"				



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**CHANGES TO ELECTRICAL DRAWINGS**

- A. Sheet E1-21 – First Floor Plan – Power & Signal
  - 1. In reference to Apparatus Bay Rm 148, add power connections to (8) hose reels. Connect to (8) new 30A/1P GFCI circuit breakers in Panel L3.
  - 2. In reference to Air Compressor Rm 147B, change air compressor to be fed from Panel L1 circuits 79, 81 to alleviate electrical load on Panel L3 to accommodate hose reels.
- B. Sheet E1-41 – Electrical Schedules and Details
  - 1. In reference to Panel L1 and Panel L3 schedules, see revised drawings for circuit breaker changes.
  - 2. For clarification in reference to Panels L1 and L2, change MLO to MCB to match panelboard submittals.

**END OF PROPOSAL REQUEST 04 (PR-04)**



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Stahl Construction Company  
 861 E. Hennepin Avenue, Suite 200  
 Minneapolis, Minnesota 55414  
 Phone: (952) 931-9300

Project: 4020 - St. Francis City Hall & Fire Station  
 3740 Bridge St NW  
 St. Francis, Minnesota 55070

## Prime Contract Potential Change Order #003: PR 03 Precast and Roof Drain Updates (Labor)

<b>TO:</b>	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	<b>FROM:</b>	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
<b>PCO NUMBER/REVISION:</b>	003 / 0	<b>CONTRACT:</b>	4020 - - St. Francis City Hall & Fire Station
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Ryan Byrne (Stahl Construction Company)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	10/31/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$3,234.00

POTENTIAL CHANGE ORDER TITLE: PR 03 Precast and Roof Drain Updates (Labor)

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #007 - PR 03 Precast and Roof drain updates

ATTN Project Managers:

- Please review the attached PR and associated changes.
- Stahl will issue formal RFQ's (Request for Quotes) to all contractors who we believe will be affected by these changes.
- Please reach out if you do not receive an RFQ but the changes associated with this PR will have cost or schedule impacts to your scope of work. Stahl will ensure an RFQ is sent to you as well.

Thank you.

ATTACHMENTS:

[20231031115252180.pdf](#) , [\\_St Francis Fire Department & City Hall Alternate Price.pdf](#) , [\\_PR03.pdf](#) , [\\_PR-03 St. Francis Cover.pdf](#)

#	Budget Code	Description	Amount
1	03-4100-__-.S Precast Concrete.SUBCONTRACT	PR03 Updates	\$0.00
2	32-1600-__-.S Site Concrete.SUBCONTRACT	PR03 Updates	\$(124.00)
3	07-5000-__-.S Roofing.SUBCONTRACT	PR03 Updates	\$1,559.00
4	06-1000-__-.S Rough Carpentry.SUBCONTRACT	PR03 Updates	\$0.00
5	22-0000-__-.S Plumbing.SUBCONTRACT	PR03 Updates	\$1,645.00
6	23-0000-__-.S DEMO.HVAC.SUBCONTRACT	PR03 Updates	\$0.00
<b>Subtotal:</b>			<b>\$3,080.00</b>
GC Fee 5% (5.00% Applies to all line item types.):			\$154.00
<b>Grand Total:</b>			<b>\$3,234.00</b>



Agenda Item # 4E.

PCO #003

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)

Stahl Construction Company

23340 Cree Street NW  
St. Francis, Minnesota 55070

861 E. Hennepin Avenue, Suite 200  
Minneapolis, Minnesota 55414

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

D 42



**MANKATO**  
225 BELGRADE AVE  
NORTH MANKATO, MN 56003

**MINNEAPOLIS**  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 03 (PR-03)**

**ISSUE DATE:** 10-16-2023

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

**ARCHITECT:** Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

**CONSTRUCTION  
MANAGER:** Stahl Construction  
861 Hennepin Avenue  
Suite 200  
Minneapolis, MN 55414

**OWNER:** City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**DESCRIPTION**

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

**1. REFERENCE DOCUMENT**

- A. Stormwater Pollution Prevention Plan
  - 1. Add document by Hakanson Anderson to Project Specifications

**2. CHANGES TO ARCHITECTURAL DRAWINGS**

- A. Sheet A0-21 – Precast Elevations
  - 1. Revise scupper opening locations.
- B. Sheet A1-21 – First Floor Plan
  - 1. Remove (10) bollards.

- 2. Add pedestrian-rated trench drains and curb openings.
- 3. Add keynote 27.
- C. Sheet A1-60 – Roof Plan
  - 1. Revise detail 3/A1-61.
  - 2. Revise scupper/downspout locations.
  - 3. Revise keynote 7.
  - 4. Change keynote of scupper above apparatus bay.
  - 5. Add keynote 10.
  - 6. Change keynote of scuppers above bay doors 148D and 148G.
- D. Sheet A2-11 – Exterior Elevations
  - 1. Revise overflow scupper placement.
  - 2. Add conductor heads and downspouts to scuppers.

**3. CHANGES TO MECHANICAL DRAWINGS**

- A. Sheet M2-21
  - 1. Added separate tag for RMB-SM-1 and 2.
  - 2. Added keyed note for RMB-SM-1 and 2.

**KEYNOTES**

1 TYPICAL SNOW MELT ZONE PUMP, RMB-SM-1,2. SEE SHEET M4-21, VIEW 2

PR-03

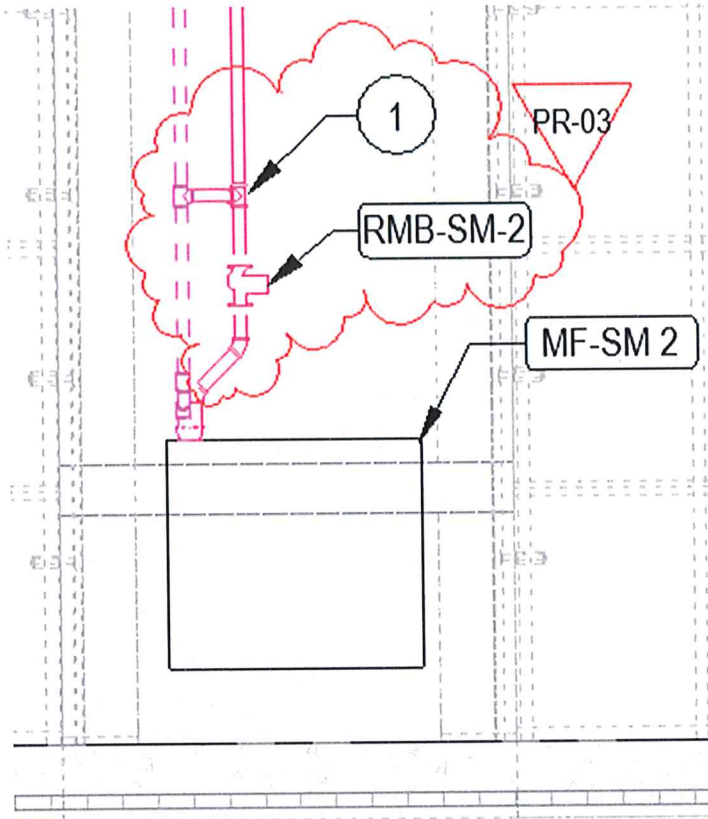


PH: 507.386.7996 FAX: 507.386.7992

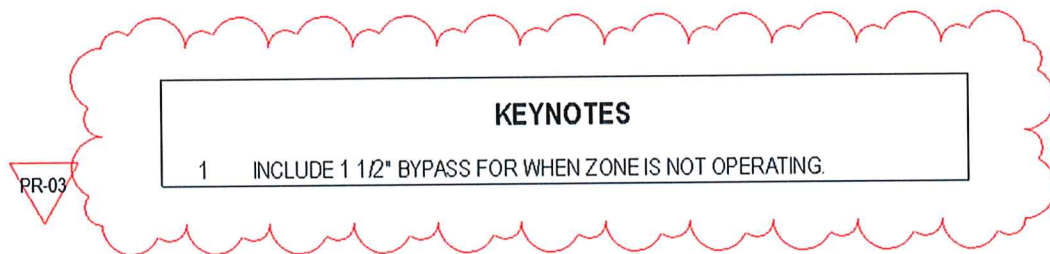
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B. Sheet M4-21

1. Added pump RMB-SM-1 and bypass piping. Both are typical for both RMB-SM-1 and for RMB-SM-2 (both snow melt zones).



2. Added keyed note for bypass piping.



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C. Sheet M6-11

1. Changed schedule information for Circulating Pump RMB-SM1.
2. Changed schedule information for Circulating Pump RMB-SM2.

PR-03	RMB-SM-1	APPARATUS BAY	-	SNOW MELT
	RMB-SM-2	APPARATUS BAY	-	SNOW MELT

XYLEM B&G	PL-55	INLINE PUMP	VERTICAL
XYLEM B&G	PL-55	INLINE PUMP	VERTICAL

INLINE	26.0 GPM	30.0 FT	0.40 hp	No	20 lb	4.7 A
INLINE	26.0 GPM	30.0 FT	0.40 hp	No	20 lb	4.7 A

15.0 A	115 V	1	LOCATE PUMP ABOVE ZONE CABINET WITH UNIONS AND SHUT OFF VALVES FOR ISOLATION.
15.0 A	115 V	1	LOCATE PUMP ABOVE ZONE CABINET WITH UNIONS AND SHUT OFF VALVES FOR ISOLATION.



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D. Sheet P6-11

1. Changed schedule information for Sump Pump SP-1

**SUMP PUMPS**

MODEL NO.	TYPE	PUMP	
		FLOW	HEAD
940-0013	ELEVATOR SUMP	50.0 GPM	15.0 FT

PR-03

CM	BASIN DIMENSIONS		VOLT
	DEPTH	DIAMETER	
No	3' - 0"	2' - 0"	120 V

PR-03

PH	REMARKS
1	ALARM PANEL, OIL GUARD PUMP SWITCH AND PANEL SYSTEM. OIL RESISTANT CORD AND PLUG. FLUSH COVER FOR BASE OF ELEVATOR APPLICATION.

PR-03



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**4. CHANGES TO STRUCTURAL DRAWINGS**

A. Sheet S1.03 – Roof Framing Plan

1. Revise precast elevations as indicated for clearer alignment with architectural drawings.

**END OF PROPOSAL REQUEST 03 (PR-03)**



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Stahl Construction Company  
861 E. Hennepin Avenue, Suite 200  
Minneapolis, Minnesota 55414  
Phone: (952) 931-9300

Project: 4020 - St. Francis City Hall & Fire Station  
3740 Bridge St NW  
St. Francis, Minnesota 55070

**Prime Contract Potential Change Order #005: PR 04 Mechanical| Plumbing | Electrical Updates Labor**

TO:	St. Francis, MN (City of) 23340 Cree Street NW St. Francis, Minnesota 55070	FROM:	Stahl Construction Company 861 E. Hennepin Avenue, Suite 200 Minneapolis, Minnesota 55414
PCO NUMBER/REVISION:	005 / 0	CONTRACT:	4020- - St. Francis City Hall & Fire Station
REQUEST RECEIVED FROM:		CREATED BY:	Ryan Byrne (Stahl Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	11/14/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$6,165.06

POTENTIAL CHANGE ORDER TITLE: PR 04 Mechanical| Plumbing | Electrical Updates Labor

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)  
CE #009 - PR 04 Mechanical | Plumbing | Electrical Updates

ATTN Project Managers:

- Please review the attached PR and associated changes.
- Stahl will issue formal RFQ's (Request for Quotes) to all contractors who we believe will be affected by these changes.
- Please reach out if you do not receive an RFQ but the changes associated with this PR will have cost or schedule impacts to your scope of work. Stahl will ensure an RFQ is sent to you as well.

Thank you.

**Ryan Byrne**  
Project Manager  
Direct: (952) 767-2116 | Cell: (612) 499-3528

HQ: 861 E. Hennepin Avenue, Ste 200 | Mpls. | MN | 55414  
IA: 3175 99th Street | Urbandale | IA | 50322  
MN #IR657032 | IA #C104461

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ATTACHMENTS:



[St Francis PR-4.pdf](#) , [\\_CO-Form-CO#2-PR#4-CE#-Electrical-updates-Labor.doc](#) , [\\_CO#2-Proposal-PR#4-CE#-Electrical-updates-Labor.xlsx](#) , [\\_PR-04 St. Francis Cover.pdf](#)

#	Budget Code	Description	Amount
1	22-0000-__-.S Plumbing.SUBCONTRACT	PR04 Updates	\$0.00
2	26-0000-__-.S DEMO.Electrical/Low Voltage.SUBCONTRACT	PR04 Updates	\$8,284.49
3	23-0000-__-.S DEMO.HVAC.SUBCONTRACT	PR 04 Updates	\$(2,413.00)
<b>Subtotal:</b>			<b>\$5,871.49</b>
GC Fee 5% (5.00% Applies to all line item types.):			\$293.57
<b>Grand Total:</b>			<b>\$6,165.06</b>

Ginnie Schneider (Brunton Architects & Engineers, Inc.)

St. Francis, MN (City of)  
23340 Cree Street NW  
St. Francis, Minnesota 55070

Stahl Construction Company  
861 E. Hennepin Avenue, Suite 200  
Minneapolis, Minnesota 55414

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE



MANKATO  
225 BELGRADE AVE  
NORTH MANKATO, MN 56003

MINNEAPOLIS  
1040 SIXTH ST SOUTH  
HOPKINS, MN 55343

**PROPOSAL REQUEST 04 (PR-04)**

**ISSUE DATE:** 10-16-2023

**PROJECT NAME:** St. Francis Fire & City Hall

**PROJECT NUMBER:** 22455-1

**ARCHITECT:** Brunton Architects & Engineers  
225 Belgrade Avenue  
North Mankato, MN 56003

**CONSTRUCTION  
MANAGER:** Stahl Construction  
861 Hennepin Avenue  
Suite 200  
Minneapolis, MN 55414

**OWNER:** City of St. Francis  
23340 Cree St. NW  
St. Francis, MN 55070

**DESCRIPTION**

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within fourteen (14) calendar days or notify the Owner and Architect in writing of the anticipated date of submission.

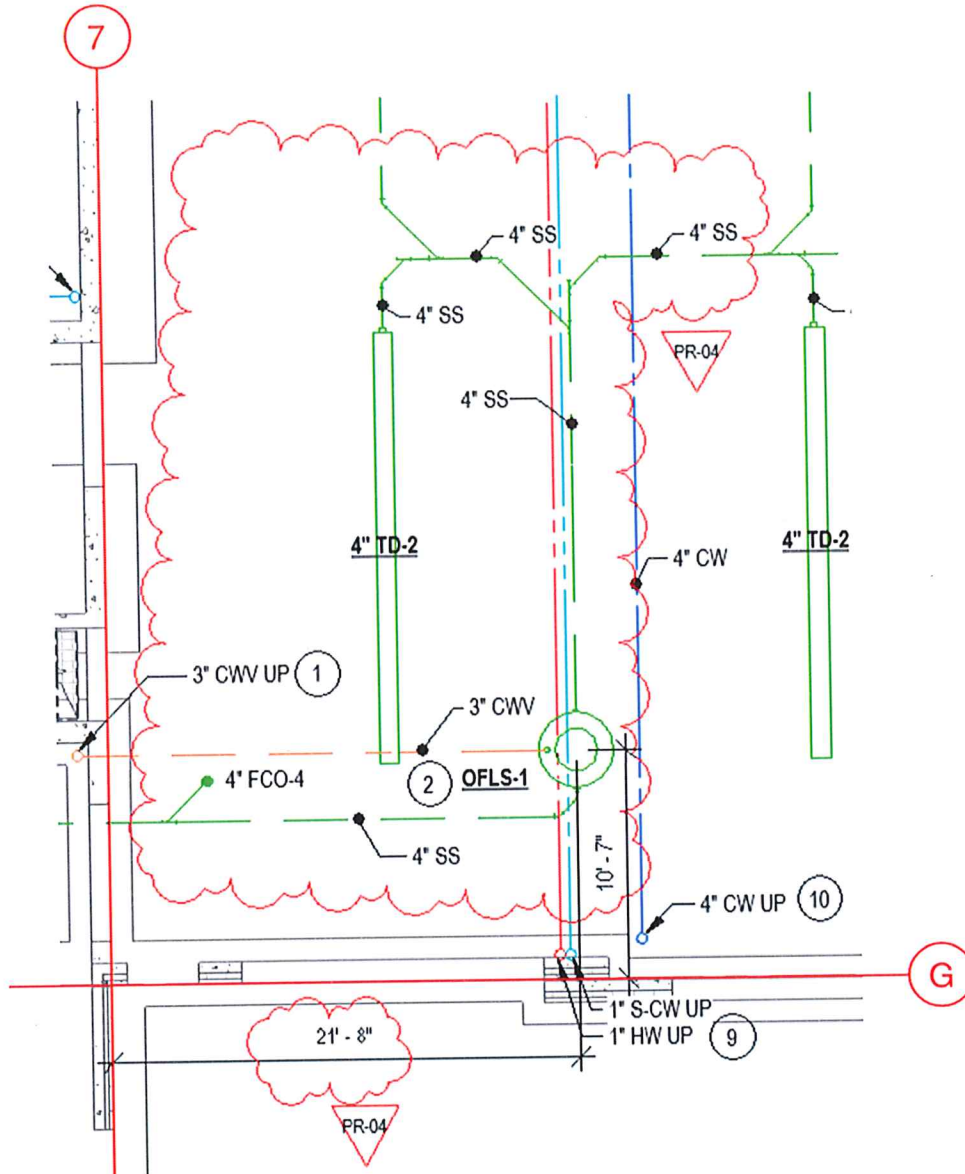
**1. CHANGES TO MECHANICAL DRAWINGS**

A. Sheet M2-12

1. Provide credit for the omission all fire dampers (16 total) at wall penetrations into the following rooms: BUNK 217, BUNK 218, BUNK 219, BUNK 220, BUNK 221, BUNK 222

B. Sheet P2-10

1. Moved flammable waste trap OFLS-1 plan east to clear structural footing. Piping into and out of OFLS-1 changed accordingly. Place OFLS-1 at: 10'-7" west of column line G and 21'-8" north of column line 7.

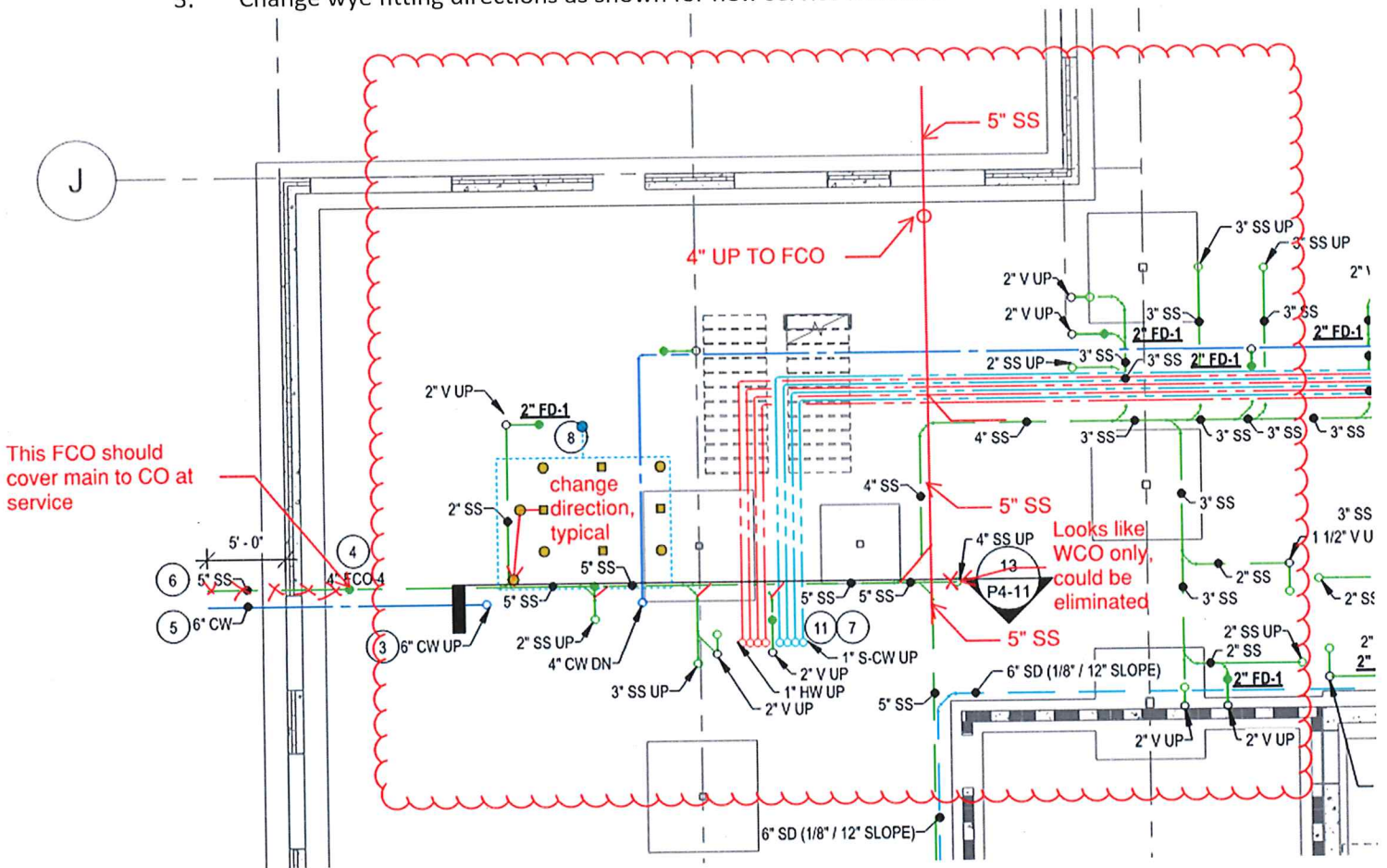


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C. Sheet P2-10

1. Sanitary sewer service shall leave the building to the East below VEST 152 instead of originally shown under GENERATOR 155. Add 5" Sanitary Sewer main piping East as shown. Add 4" SS piping up to FCO-4 before exiting the building foundation. Revise section of 4" SS piping running East-West under CORRIDOR 126 to be 5".
2. Omit 4" SS piping up to WCO in CORRIDOR 126. Omit all sanitary piping South of 4" FCO-4 in CITY ADMIN 123.
3. Change wye fitting directions as shown for new service location.



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D. Sheet P3-21/Sheet P4-11 Section 13

1. Provide credit for the installation of the 2-1/2" domestic cold water meter and associated piping accessories. Building domestic cold water shall be connected downstream of 4" meter/piping accessories previously noted for truck fill line with an isolation valve at takeoff.

E. Sheet P5-11

1. WATER METER AND SPRINKLER SERVICE DETAIL: Provide credit for the installation of lawn irrigation meter and associated piping accessories. Lawn irrigation shall be connected downstream of 4" meter/piping accessories previously noted for truck fill line with isolation valve/backflow prevention at takeoff.

F. Sheet P6-11

1. Updated UT-1 Information

PR-02	UT-1	UTILITY SINK	MUSTEE	19CF	ABS PLASTIC	
	WC-1	WATER CLOSET - FLOOR MOUNT - FLUSH VALVE ADA	AMERICAN MANUAL	MADERA yes	WHITE VITREOUS 1.0 GPM <sup>MIN</sup>	
	WHITE	MUSTEE	93.600	MANUAL	No	2.5 GPM
	WHITE	SLOAN	8111-1.28	SOLAR	Yes	
INSTALL PER MANUFACTURER'S RECOMMENDATIONS						
	1/2"	1/2"	13" DEEP TUB. TRIM IS INCLUDED IN KIT.			
	4"					



PH: 507.386.7996 FAX: 507.386.7992

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**CHANGES TO ELECTRICAL DRAWINGS**

- A. Sheet E1-21 – First Floor Plan – Power & Signal
  - 1. In reference to Apparatus Bay Rm 148, add power connections to (8) hose reels. Connect to (8) new 30A/1P GFCI circuit breakers in Panel L3.
  - 2. In reference to Air Compressor Rm 147B, change air compressor to be fed from Panel L1 circuits 79, 81 to alleviate electrical load on Panel L3 to accommodate hose reels.
- B. Sheet E1-41 – Electrical Schedules and Details
  - 1. In reference to Panel L1 and Panel L3 schedules, see revised drawings for circuit breaker changes.
  - 2. For clarification in reference to Panels L1 and L2, change MLO to MCB to match panelboard submittals.

**END OF PROPOSAL REQUEST 04 (PR-04)**



PH: 507.386.7996 FAX: 507.386.7992

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# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
 Natalie Santillo, Accounting Tech/Deputy Clerk  
**SUBJECT:** Payment of Claims  
**DATE:** December 4<sup>th</sup>, 2023

**OVERVIEW:**

Attached are the bills received since the last council meeting. Total checks to be written are \$149,539.30 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:

- 12-04-2023 Packet List-\$149,539.30



INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/05/2023 - 12/05/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4F.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
5591Z 00033859	ADVANTAGE TAPE KINGS AD 609-49750-40340	11/22/2023 DMULVIHILL ADVERTISING		390.00 390.00	390.00	Open	N 12/04/2023
CI00043693 00033860	ALLINA HEALTH SYSTEM EMT TRAINING CLASS 101-42210-40208	10/31/2023 NSANTILLO TRAINING		2,200.00 2,200.00	2,200.00	Open	N 12/04/2023
CI00043685 00033861	ALLINA HEALTH SYSTEM 4TH QUARTER EDUCATION BILLING 101-42210-40217	10/31/2023 NSANTILLO OTHER OPERATING SUPPLIES		1,148.25 1,148.25	1,148.25	Open	N 12/04/2023
2023257 00033907	ANOKA CONSERVATION DISTRICT DELLWOOD TRAIL 603-49500-40418	11/21/2023 JSHOOK STORM WATER MANAGEMENT		732.16 732.16	732.16	Open	N 12/04/2023
B231120P 00033877	ANOKA COUNTY TREASURY DEPT. BROADBAND 101-42110-40321 101-42210-40321 101-43100-40321 101-45200-40321 601-49440-40321 602-49490-40321	11/20/2023 NSANTILLO BROADBAND BROADBAND BROADBAND BROADBAND BROADBAND BROADBAND		225.00 37.50 37.50 37.50 37.50 37.50 37.50	225.00	Open	N 12/04/2023
323789 00033873	ASPEN MILLS UNIFORMS-CHANTHAPANYA 101-42110-40437	11/27/2023 DMULVIHILL UNIFORMS		151.84 151.84	151.84	Open	N 12/04/2023
201729000 00033901	BELLBOY CORPORATION BAR SUPPLY LIQUOR 609-49751-40251	11/28/2023 JPFEIFER LIQUOR		2,016.70 2,016.70	2,016.70	Open	N 11/29/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/05/2023 - 12/05/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4F.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
107677500 00033902	BELLBOY CORPORATION BAR SUPPLY OPERATING 609-49750-40210	11/28/2023 JPFEIFER OPERATING SUPPLIES		195.94 195.94	195.94	Open	N 11/29/2023
107677300 00033903	BELLBOY CORPORATION BAR SUPPLY MISC 609-49751-40254 609-49751-40206	11/28/2023 JPFEIFER MISCELLANEOUS MERCHANDISE FREIGHT		32.39 29.70 2.69	32.39	Open	N 11/29/2023
37689 00033905	CARLOS CREEK WINERY WINE 609-49751-40253	11/28/2023 JPFEIFER WINE		660.00 660.00	660.00	Open	N 11/29/2023
283840 00033869	CIVICPLUS LLC ONLINE HOSTING 101-41400-40311	12/01/2023 DMULVIHILL CONTRACT		1,195.00 1,195.00	1,195.00	Open	N 12/04/2023
1247577 00033821	COMPASS MINERALS SALT 101-00000-14100	11/09/2023 DMULVIHILL INVENTORY OF MATERIAL/SUPPLY		2,477.04 2,477.04	2,477.04	Open	N 12/04/2023
1246076 00033822	COMPASS MINERALS SALT 101-00000-14100	11/07/2023 DMULVIHILL INVENTORY OF MATERIAL/SUPPLY		4,986.00 4,986.00	4,986.00	Open	N 12/04/2023
1245405 00033823	COMPASS MINERALS SALT 101-00000-14100	11/06/2023 DMULVIHILL INVENTORY OF MATERIAL/SUPPLY		7,393.24 7,393.24	7,393.24	Open	N 12/04/2023
1-108746-01 00033865	COUNTRY SIDE SERVICES SNOW PLOW 101-43100-40237 601-49440-40237 101-45200-40237 602-49490-40237	11/16/2023 JSHOOK SMALL EQUIPMENT SMALL EQUIPMENT SMALL EQUIPMENT SMALL EQUIPMENT		4,951.00 1,237.75 1,237.75 1,237.75 1,237.75	4,951.00	Open	N 12/04/2023

INVOICE REGISTER FOR CITY OF ST. FRANCIS

EXP CHECK RUN DATES 12/05/2023 - 12/05/2023

POSTED AND UNPOSTED

OPEN - CHECK TYPE: PAPER CHECK

Agenda Item # 4F.

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
4007693 00033824	CRYSTAL SPRINGS ICE MISC 609-49751-40206 609-49751-40254	11/21/2023 CBUSKEY FREIGHT MISCELLANEOUS MERCHANDISE		108.56 4.00 104.56	108.56	Open	N 11/21/2023
2055995 00033845	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	11/21/2023 JPFEIFER BEER		(75.25) (75.25)	(75.25)	Open	N 11/24/2023
2055929 00033852	DAHLHEIMER DIST. CO. INC. BEER 609-49751-40252	11/22/2023 JPFEIFER BEER		15,151.80 15,151.80	15,151.80	Open	N 11/24/2023
2059523 00033920	DAHLHEIMER DIST. CO. INC. BEER/NA 609-49751-40252 609-49751-40255	11/29/2023 CBUSKEY BEER N/A PRODUCTS		8,674.39 8,556.79 117.60	8,674.39	Open	N 11/30/2023
104464 00033833	DEHN OIL DIESEL 101-43100-40212 101-45200-40212 601-49440-40212 101-43100-40212	11/20/2023 DMULVIHILL MOTOR FUELS MOTOR FUELS MOTOR FUELS MOTOR FUELS		3,067.90 766.00 766.00 766.00 769.90	3,067.90	Open	N 12/04/2023
974477 00033895	ECM PUBLISHERS, INC. RESOLUTION 2023-67	11/24/2023 NSANTILLO		91.37	91.37	Open	N 12/04/2023
974476 00033896	ECM PUBLISHERS, INC. RESOLUTION 2023-65	11/24/2023 NSANTILLO		86.00	86.00	Open	N 12/04/2023
974475 00033897	ECM PUBLISHERS, INC. DEC 4 PH 2024 PROPOSAL BUDGET	11/24/2023 NSANTILLO		48.37	48.37	Open	N 12/04/2023

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EXP CHECK RUN DATES 12/05/2023 - 12/05/2023

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
414070 00033881	ELECTRO WATCHMAN, INC. MANAGER ACCESS UPDATES 609-49750-40445	11/20/2023 NSANTILLO SECURITY		26.72 26.72	26.72	Open	N 12/04/2023
.11282023 00033870	ERIK SKOGQUIST ASSESSING 101-41550-40311	11/28/2023 DMULVIHILL CONTRACT		4,360.36 4,360.36	4,360.36	Open	N 12/04/2023
3245B 00033813	EVERGREEN RECYCLING LLC MATTERESS PICKUP RECYCLE EVENT 101-43210-40439	11/18/2023 JSHOOK RECYCLING DAYS		460.00 460.00	460.00	Open	N 12/04/2023
0519826-1 00033819	FERGUSON WATERWORKS #2516 PARTS 601-49440-40259	11/03/2023 DMULVIHILL WATER METERS		437.00 437.00	437.00	Open	N 12/04/2023
0523167 00033882	FERGUSON WATERWORKS #2516 WATER METERS 601-49440-40259	11/15/2023 NSANTILLO WATER METERS		303.82 303.82	303.82	Open	N 12/04/2023
0522454 00033883	FERGUSON WATERWORKS #2516 WATER METERS 601-49440-40259	11/17/2023 NSANTILLO WATER METERS		1,062.60 1,062.60	1,062.60	Open	N 12/04/2023
ORD-6800 00033918	GLOBAL RESERVE DISTRIBUTION TCH PRODUCTS 609-49751-40257	11/24/2023 NSANTILLO THC		432.00 432.00	432.00	open	N 11/24/2023
MN2170 00033864	GREEN LAMPS RECYCLING LLC RECYCLING EVENT 11/18 101-43210-40439	11/22/2023 JSHOOK RECYCLING DAYS		988.25 988.25	988.25	open	N 12/04/2023

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51966 00033908	HAKANSON ANDERSON ASSOC., INC. BUILDING PERMIT REVIEWS 101-42400-40303	11/22/2023 NSANTILLO BUILDING PERMIT REVIEWS		49.00 49.00	49.00	Open	N 12/04/2023
51965 00033909	HAKANSON ANDERSON ASSOC., INC. ROUTINE RETAINER SERVICES 602-49490-40303	11/22/2023 NSANTILLO ROUTINE RETAINER SERVICES		800.00 800.00	800.00	Open	N 12/04/2023
51964 00033910	HAKANSON ANDERSON ASSOC., INC. GENERAL ENGINEERING 601-49440-40303 404-41400-40589	11/22/2023 NSANTILLO GENERAL ENGINEERING GENERAL ENGINEERING		912.10 426.10 486.00	912.10	Open	N 12/04/2023
51963 00033911	HAKANSON ANDERSON ASSOC., INC. 2023 STREET REHAB PROJECT 405-43100-40811	11/22/2023 NSANTILLO 2023 STREET REHAB PROJECT		9,177.32 9,177.32	9,177.32	Open	N 12/04/2023
51962 00033912	HAKANSON ANDERSON ASSOC., INC. POPPY ST & 229TH RECON PROJECT 405-43100-40806	11/22/2023 NSANTILLO POPPY ST & 229TH RECON PROJECT		283.10 283.10	283.10	Open	N 12/04/2023
51961 00033913	HAKANSON ANDERSON ASSOC., INC. 2022 STREET REHAB PROJECT 405-43100-40807	11/22/2023 NSANTILLO 2022 STREET REHAB PROJECT		430.50 430.50	430.50	Open	N 12/04/2023
51960 00033914	HAKANSON ANDERSON ASSOC., INC. MUNICIPAL STATE AID 405-43100-40441	11/22/2023 NSANTILLO MUNICIPAL STATE AID		1,100.00 1,100.00	1,100.00	Open	N 12/04/2023
51959 00033915	HAKANSON ANDERSON ASSOC., INC. RIVERS EDGE 6TH ADDITION 803-00000-22043	11/22/2023 NSANTILLO RIVERS EDGE 6TH ADDITION		1,001.49 1,001.49	1,001.49	Open	N 12/04/2023

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51957 00033916	HAKANSON ANDERSON ASSOC., INC. MISC SITE PLAN REVIEWS	11/22/2023 NSANTILLO		1,053.50	1,053.50	Open	N 12/04/2023
51958 00033917	HAKANSON ANDERSON ASSOC., INC. DOLLAR GENERAL HWY 47 803-00000-22192	11/22/2023 NSANTILLO DOLLAR GENERAL HWY 47		117.83 117.83	117.83	Open	N 12/04/2023
018-041 - 62 00033867	HOISINGTON KOEGLER GROUP, INC ST. FRANCIS PLANNING SERVICES 101-41910-40311 803-00000-22198 803-00000-22005 803-00000-22140 803-00000-22007	11/10/2023 CBAUMGARDNER CONTRACT ST. FRANCIS DENTAL CLINIC AUTO ZONE #5100 ST. FRANCIS MINNETONKA GAME-ORD AMENDMENT CUP AMEND CONCORDIA WIRELESS		2,049.09 1,090.14 75.00 275.00 533.95 75.00	2,049.09	Open	N 12/04/2023
.12012023 00033892	IUOE LOCAL #49 DECEMBER 2023 PUBLIC WORKS UNION DUES 101-00000-21707	12/01/2023 NSANTILLO DECEMBER 2023 PUBLIC WORKS UNION DUES		306.00 306.00	306.00	Open	N 12/04/2023
PB001526 00033887	JEFFERSON FIRE & SAFETY, INC.. FIRE SUPPLIES	11/21/2023 NSANTILLO		3,543.66	3,543.66	Open	N 12/04/2023
PB001529 00033888	JEFFERSON FIRE & SAFETY, INC.. FIRE SUPPLIES	11/21/2023 NSANTILLO		3,543.66	3,543.66	Open	N 12/04/2023
274801 00033835	JOHNSON BROS WHLSE LIQUOR CREDIT 609-49751-40251	11/10/2023 DMULVIHILL LIQUOR		(21.04) (21.04)	(21.04)	open	N 11/10/2023
2430672 00033850	JOHNSON BROS WHLSE LIQUOR LIQUOR 609-49751-40206 609-49751-40251	11/22/2023 JPFEIFER FREIGHT LIQUOR		472.52 3.64 468.88	472.52	Open	N 11/24/2023

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2430673 00033851	JOHNSON BROS WHLSE LIQUOR WINE 609-49751-40206 609-49751-40253	11/22/2023 JPFEIFER FREIGHT WINE		703.84 21.84 682.00	703.84	Open	N 11/24/2023
111771 00033862	JRS APPLIANCE RECYCLE EVENT 11/18 101-43210-40439	11/21/2023 JSHOOK RECYCLING DAYS		195.00 195.00	195.00	Open	N 12/04/2023
.11272023 00033868	KATE THUNSTROM EMPLOYEE REIMBURSEMENT 101-41400-40240	11/27/2023 NSANTILLO OFFICE EQUIP		151.54 151.54	151.54	Open	N 12/04/2023
9957 00033853	KIMS KLEANING CITY HALL CLEANING 101-41940-40402	11/26/2023 DMULVIHILL JANITORIAL SERVICE		283.20 283.20	283.20	Open	N 12/04/2023
9958 00033854	KIMS KLEANING CC CENTER CLEANING 101-45000-40402	11/26/2023 DMULVIHILL JANITORIAL SERVICE		94.40 94.40	94.40	Open	N 12/04/2023
9959 00033855	KIMS KLEANING PW CLEANING 101-43100-40402 101-45200-40402 601-49440-40402 602-49490-40402	11/26/2023 DMULVIHILL JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE		1,062.00 265.50 265.50 265.50 265.50	1,062.00	Open	N 12/04/2023
9960 00033856	KIMS KLEANING WATER PLANT CLEANING 601-49440-40402	11/26/2023 DMULVIHILL JANITORIAL SERVICE		188.80 188.80	188.80	Open	N 12/04/2023
9961 00033857	KIMS KLEANING POLICE DEPT CLEANING 101-42110-40402	11/26/2023 DMULVIHILL JANITORIAL SERVICE		1,062.00 1,062.00	1,062.00	Open	N 12/04/2023

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9962 00033858	KIMS KLEANING WASTEWATER PLANT CLEANING 602-49490-40402	11/26/2023 DMULVIHILL JANITORIAL SERVICE		259.60 259.60	259.60	Open	N 12/04/2023
2023-02 00033863	KNIGHTS OF COLUMBUS RECYCLING EVENT 11/18 101-43210-40439	11/21/2023 JSHOOK RECYCLING DAYS		208.00 208.00	208.00	Open	N 12/04/2023
.12012023 00033890	LAW ENFORCEMENT LABOR SVCS. DECEMBER 2023 SGT DUES 101-00000-21707	12/01/2023 NSANTILLO DECEMBER 2023 SGT DUES		67.50 67.50	67.50	Open	N 12/04/2023
.12012023-1 00033891	LAW ENFORCEMENT LABOR SVCS. OFFICER UNION DUES DECEMBER 2023 101-00000-21707	12/01/2023 NSANTILLO OFFICER UNION DUES DECEMBER 2023		540.00 540.00	540.00	Open	N 12/04/2023
.11282023 00033871	MARY WELLS ASSESSING-4TH QUARTER 101-41550-40311	11/28/2023 DMULVIHILL ASSESSING-4TH QUARTER		4,360.36 4,360.36	4,360.36	Open	N 12/04/2023
720220 00033847	MCDONALD DIST CO. BEER 609-49751-40251	11/22/2023 JPFEIFER LIQUOR		111.40 111.40	111.40	Open	N 11/24/2023
720221 00033849	MCDONALD DIST CO. BEER 609-49751-40257 609-49751-40253 609-49751-40252	11/22/2023 JPFEIFER THC WINE BEER		3,162.70 273.00 197.40 2,692.30	3,162.70	open	N 11/24/2023
721031 00033898	MCDONALD DIST CO. LIQUOR 609-49751-40251	11/29/2023 JPFEIFER LIQUOR		516.80 516.80	516.80	Open	N 11/29/2023



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721030 00033899	MCDONALD DIST CO. BEER 609-49751-40252	11/29/2023 JPFEIFER BEER		(23.04) (23.04)	(23.04)	Open	N 11/29/2023
721032 00033900	MCDONALD DIST CO. BEER 609-49751-40252	11/29/2023 JPFEIFER BEER		5,799.54 5,799.54	5,799.54	Open	N 11/29/2023
11862 00033866	MEDICI FLAVS LLC THC PRODUCTS 609-49751-40257	11/25/2023 NSANTILLO THC		300.00 300.00	300.00	Open	N 12/04/2023
1386 00033919	METRO-INET JULY COMPUTER SERVICES 101-41110-40310 101-41400-40310 101-41910-40310 101-42110-40310 101-42210-40310 101-42400-40310 101-43100-40310 101-45200-40310 601-49440-40310 602-49490-40310 609-49750-40310	07/01/2023 DMULVIHILL JULY COMPUTER SERVICES JULY COMPUTER SERVICES JULY COMPUTER SERVICES JULY COMPUTER SERVICES JULY COMPUTER SERVICES JULY COMPUTER SERVICES COMPUTER CONSULTING FEES COMPUTER CONSULTING FEES COMPUTER CONSULTING FEES COMPUTER CONSULTING FEES COMPUTER CONSULTING FEES		13,498.00 539.92 1,889.72 269.96 6,614.02 1,214.82 539.92 539.92 539.92 539.92 539.92 269.96	13,498.00	Open	N 12/04/2023
P00017961 00033876	MN DEPT OF TRANSPORTATION INSPECTIONS 101-43100-40303	11/15/2023 NSANTILLO ENGINEERING FEES		1,645.04 1,645.04	1,645.04	Open	N 12/04/2023
733400122023 00033817	MN NCPERS LIFE INSURANCE DECEMBER INSURANCE 101-00000-21713	12/01/2023 DMULVIHILL DECEMBER INSURANCE		128.00 128.00	128.00	open	N 12/04/2023

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82401 00033884	MORRELL & MORRELL LP BLACK DIRT 101-45200-40229	11/27/2023 JSHOOK PROJECT MAINTENANCE		610.46 610.46	610.46	Open	N 12/04/2023
82403 00033885	MORRELL & MORRELL LP GRAVEL 405-43100-40441	11/27/2023 JSHOOK MISCELLANEOUS		1,264.12 1,264.12	1,264.12	Open	N 12/04/2023
82402 00033886	MORRELL & MORRELL LP GRAVEL 405-43100-40441	11/27/2023 JSHOOK MISCELLANEOUS		2,965.29 2,965.29	2,965.29	Open	N 12/04/2023
47223 00033844	NYSTROM PUBLISHING COMPANY, INC WINTER NEWSLETTER 101-43210-40439 609-49750-40441 602-49490-40441 601-49440-40441 101-45200-40441 101-43100-40441 101-42400-40352 101-42210-40441 101-42110-40441 101-41400-40441 101-41110-40344	11/21/2023 NSANTILLO RECYCLING DAYS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS GENERAL PUBLISHING MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS NEWSLETTER		2,390.99 418.42 197.26 197.26 197.26 197.26 197.26 197.26 197.26 197.26 197.26 197.26 197.23	2,390.99	Open	N 12/05/2023
.11142023 00033875	PATRICIA JOHNSON WINTER NEWSLETTER	11/14/2023 DMULVIHILL		200.00	200.00	open	N 12/04/2023
220797 00033904	PAUSTIS WINE COMPANY WINE 609-49751-40253 609-49751-40206	11/27/2023 JPFEIFER WINE FREIGHT		2,679.50 2,639.00 40.50	2,679.50	Open	N 11/29/2023

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.11292023 00033894	PFEIFER, JOE CHANGE FUND INCREASE 609-00000-10150	11/29/2023 DMULVIHILL MISCELLANEOUS		1,300.00 1,300.00	1,300.00	Open	N 12/04/2023
513323 00033834	PHILLIPS WINE & SPIRITS CO. CREDIT 609-49751-40251	11/17/2023 DMULVIHILL LIQUOR		(43.50) (43.50)	(43.50)	Open	N 11/17/2023
35714442 00033878	QUILL CORPORATION PLASTIC NAME PLATE 101-41400-40200	11/16/2023 NSANTILLO OFFICE SUPPLIES		10.99 10.99	10.99	Open	N 12/04/2023
35650512 00033879	QUILL CORPORATION OFFICE SUPPLIES 101-41400-40200	11/13/2023 NSANTILLO OFFICE SUPPLIES		12.59 12.59	12.59	Open	N 12/04/2023
35659361 00033880	QUILL CORPORATION OFFICE SUPPLIES 101-41400-40200	11/14/2023 NSANTILLO OFFICE SUPPLIES		9.69 9.69	9.69	Open	N 12/04/2023
B011255 00033872	RMB ENVIRONMENTAL LABORATORIES, INC WEEKS 2-4 COOLER 1	11/27/2023 DMULVIHILL		187.31	187.31	Open	N 12/04/2023
B011280 00033874	RMB ENVIRONMENTAL LABORATORIES, INC ALL WEEKS COOLER 2	11/27/2023 DMULVIHILL		135.00	135.00	Open	N 12/04/2023
B011295 00033906	RMB ENVIRONMENTAL LABORATORIES, INC WEEKS 2-4 COOLER1 601-49440-40313	11/28/2023 DMULVIHILL SAMPLE TESTING		187.31 187.31	187.31	Open	N 12/04/2023

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.11292023 00033893	TASTY PIZZA PIZZA FOR LUNCH AND LEARN 101-41910-40318	11/29/2023 DMULVIHILL ECONOMIC DEVELOPMENT		230.00 230.00	230.00	Open	N 12/04/2023
10152963 00033846	THE BERNICK COMPANIES BEER 609-49751-40252	11/22/2023 JPFEIFER BEER		(86.90) (86.90)	(86.90)	Open	N 11/24/2023
10152962 00033848	THE BERNICK COMPANIES BEER 609-49751-40252	11/22/2023 JPFEIFER BEER		997.70 997.70	997.70	Open	N 11/24/2023
M28719 00033820	TIMESAVER OFF SITE SEC. INC MEETINGS 101-41400-40311	11/14/2023 DMULVIHILL CONTRACT		907.88 907.88	907.88	Open	N 12/04/2023
11142023 00033814	TOM LYNCH ELECTRIC LLC EXTRA LIGHT POLE FOR INVENTORY 101-43100-40386	11/14/2023 JSHOOK STREET LIGHTING		4,726.00 4,726.00	4,726.00	Open	N 12/04/2023
11/14/2023 00033889	TOM LYNCH ELECTRIC LLC LIGHT POLE DAMAGED BY ANOKA COUNTY 101-43100-40386	11/14/2023 JSHOOK STREET LIGHTING		6,526.00 6,526.00	6,526.00	Open	N 12/04/2023
.11142023 00033832	WILCOX COREY & PETERSON BROOKE RELEASE DRIVEWAY ESCROW 803-00000-22000	11/14/2023 DMULVIHILL DEPOSITS		500.00 500.00	500.00	open	N 12/04/2023
IN001253586 00033818	ZIEGLER, INC. PARTS 101-43100-40218	11/16/2023 DMULVIHILL EQUIPMENT MAINTENANCE		717.01 717.01	717.01	open	N 12/04/2023

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# of Invoices:	86	# Due:	86	Totals:	149,789.03		149,789.03
# of Credit Memos:	5	# Due:	5	Totals:	(249.73)		(249.73)
Net of Invoices and Credit Memos:					149,539.30		149,539.30
--- TOTALS BY FUND ---							
	101 GENERAL FUND			68,696.59	68,696.59		
	404 BUILDING IMPROVEMENT FUND			486.00	486.00		
	405 STREET IMPROVEMENT FUND			15,220.33	15,220.33		
	601 WATER FUND			5,649.56	5,649.56		
	602 SEWER FUND			3,337.53	3,337.53		
	603 STORM WATER FUND			732.16	732.16		
	609 LIQUOR FUND			43,949.99	43,949.99		
	803 ESCROW			2,578.27	2,578.27		
--- TOTALS BY DEPT/ACTIVITY ---							
	00000 UNASSIGNED			19,776.05	19,776.05		
	41110 CITY COUNCIL			737.15	737.15		
	41400 ADMINISTRATION			4,860.67	4,860.67		
	41550 ASSESSING			8,720.72	8,720.72		
	41910 COMMUNITY DEVELOPMENT			1,590.10	1,590.10		
	41940 BUILDINGS			283.20	283.20		
	42110 POLICE			8,062.62	8,062.62		
	42210 FIRE			4,797.83	4,797.83		
	42400 BUILDING INSPECTIONS			786.18	786.18		
	43100 STREETS			32,648.21	32,648.21		
	43210 RECYCLING			2,269.67	2,269.67		
	45000 COMMUNITY CENTER			94.40	94.40		
	45200 PARKS			3,654.39	3,654.39		
	49440 WATER DEPT			5,649.56	5,649.56		
	49490 SEWER DEPT			3,337.53	3,337.53		
	49500 STORM WATER DEPT			732.16	732.16		
	49750 LIQUOR STORE			1,079.88	1,079.88		
	49751 MERCHANDISE PURCHASES			41,570.11	41,570.11		



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** 2024 Proposed Budget Presentation  
**DATE:** December 4<sup>th</sup>, 2023

**OVERVIEW:**

The City is required to discuss the budget and allow public input at a council meeting. The 2024 proposed budget and levy will be presented at the city council meeting on December 4th, 2023. Council had set a maximum levy of \$5,598,195 in September. This levy includes \$820,505 for the new City Hall/ Fire Station Debt Service and \$350,000 for Parks. The preliminary tax rate is 49.989% which is an increase from 2023 tax rate of 44.719%. The General Fund budget is balanced at \$5,354,285 on the revenue side and the expenditure side. The fund balance estimated be at 60.8% of revenues with the estimated 2023 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 2024 and 2) Adopt the 2024 Budget.

**BUDGET IMPLICATION:**

Setting the 2024 Budget and Levy

Attachments:

- Budget Presentation
- Resolution 2023-70 Certifying Taxes Payable for 2024
- Resolution 2023-71 Adopting a Budget for 2024

# City of St. Francis

2024 Budget Hearing



# Tonight's Agenda



PRESENT THE BUDGET  
AND TAX LEVY



ALLOW FOR PUBLIC  
COMMENT



SET BUDGETS AND TAX  
LEVY

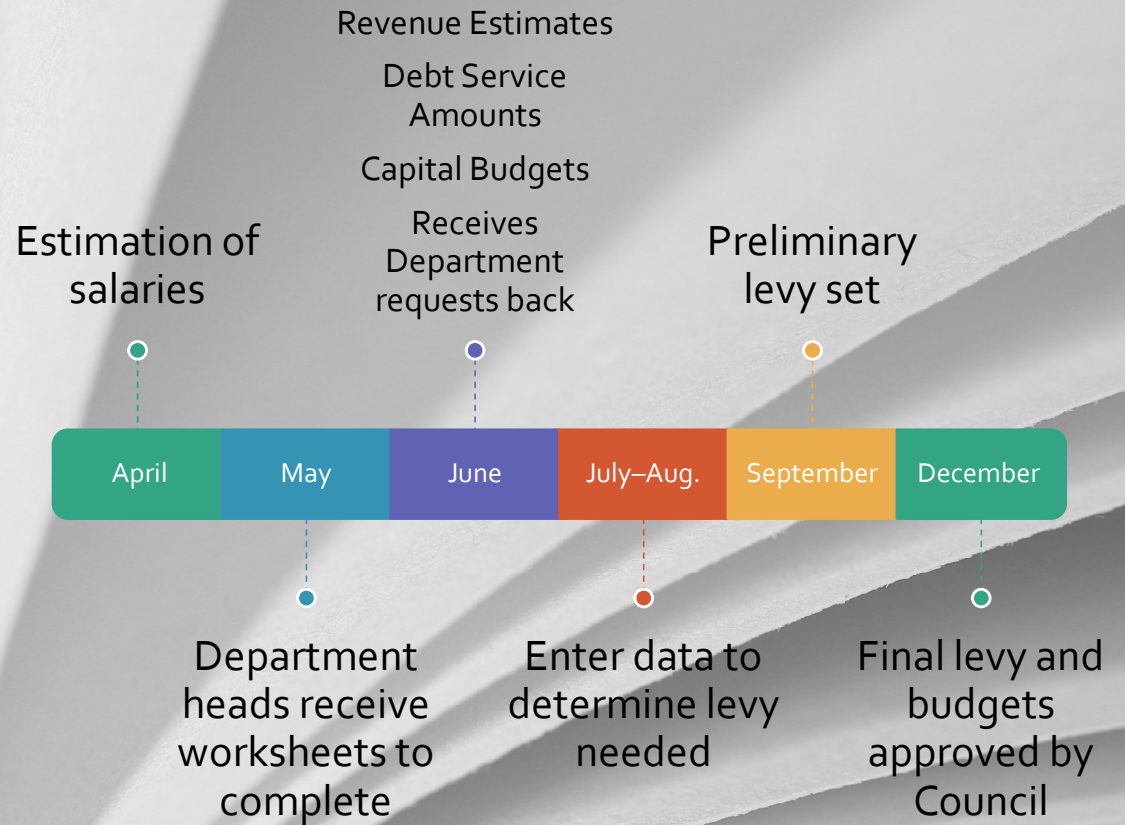


## Budget Goals

- 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

## 2024 Levy

- Preliminary Levy-\$5,598,195
- Less Fiscal Disparities received-\$847,511 (Removed from Levy)
- Equals Spreadable Levy-\$4,750,684

## 2023 Market Values

- Tax Capacity Value-\$9,876,609
- Less adjustments (FD Contributions, etc)\$400,990
- Equals Adjusted Tax Capacity-\$9,503,375

## 2024 Tax Rate

- Spreadable levy-\$4,750,684
- Divide by adjusted tax capacity-\$9,503,375
- 2024 Tax Rate=49.989%



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

**TAXPAYER(S):**

ST. FRANCIS MN 55070-0000

**Property Information**

**Property Address:**

ST. FRANCIS MN 55070-0000

**Property Description:**

**TCA:**

**Owner(s):**

**PROPOSED TAXES 2024**

**THIS IS NOT A BILL. DO NOT PAY.**

VALUES AND CLASSIFICATION			
Step	Taxes Payable Year:	2023	2024
1	Estimated Market Value	\$305,500	\$302,600
	Homestead Exclusion	\$9,745	\$10,006
	Other Exclusion/Deferrals	\$0	\$0
	Taxable Market Value	\$295,755	\$292,594
	Class	RES HSTD	RES HSTD

**PROPOSED TAXES 2024**

**THIS IS NOT A BILL. DO NOT PAY.**

VALUES AND CLASSIFICATION			
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	Taxable Market Value	\$295,755	\$292,594
	Class	RES HSTD	RES HSTD

# Proposed Tax Notice

**Proposed Property Tax**

Contact Information	NO PUBLIC MEETING	2023	2024
<b>STATE GENERAL TAX</b>		\$0.00	\$0.00
<b>COUNTY OF ANOKA</b> 2100 3RD AVE ANOKA, MN 55303 WWW.ANOKACOUNTYMN.GOV/ 763-323-5400	GOVERNMENT CENTER COUNTY BOARD ROOM - 7TH FLOOR NOVEMBER 30, 2023 - 6:00PM (DISCUSS COUNTY PORTION)		
GENERAL COUNTY LEVY		\$715.14	\$786.30
REGIONAL RAIL AUTHORITY		\$9.06	\$0.00
<b>COUNTY/MUNICIPAL PUBLIC SAFETY SYSTEM</b>		\$8.80	\$0.00
<b>CITY OF ST. FRANCIS</b> 23340 CREE STREET ST. FRANCIS, MN 55070 HTTPS://WWW.STFRANCISMN.ORG 763-753-2630	4115 AMBASSADOR BLVD ST. FRANCIS DECEMBER 4, 2023 - 6:00PM (DISCUSS CITY PORTION)	\$1,322.80	\$1,462.72
<b>ST. FRANCIS SCHOOL DISTRICT #15</b> 4115 AMBASSADOR BLVD ST. FRANCIS, MN 55070 WWW.ISD15.ORG/PAGE/SBVIDEO 763-753-7040	DISTRICT OFFICE COMMUNITY ROOM DECEMBER 11, 2023 - 6:30PM (DISCUSS SD PORTION)		
VOTER APPROVED LEVIES		\$259.24	\$260.36
OTHER LEVIES		\$434.58	\$482.84

<b>CITY OF ST. FRANCIS</b> 23340 CREE STREET ST. FRANCIS, MN 55070 HTTPS://WWW.STFRANCISMN.ORG 763-753-2630	4115 AMBASSADOR BLVD ST. FRANCIS DECEMBER 4, 2023 - 6:00PM (DISCUSS CITY PORTION)	\$1,322.80	\$1,462.72
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Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2024 may be higher than the proposed amount shown on this notice.

CONTINUED ON NEXT PAGE

# Supplemental Budget Page-2024

## What Else Should You Know?

Your local units of government have proposed the amounts they will need to levy in 2024.

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 2024 budgets and proposed 2024 property taxes. (The school board will discuss the 2023 budget.) You are invited to attend these meetings to express your opinion.

### Supplemental Budget Information - Proposed 2024 Taxes

#### How Can You Learn More?

The time to provide feedback on proposed levies is now.

You are invited to attend budget meetings to express your opinion.

Levy information is provided by the county, city, and school district. It compares two years for those jurisdictions. For more information, contact the county, city, or school district directly or visit their websites.

Levy amounts impact the taxes owed for your property. Additional factors that may impact your property tax amount include changes to taxable market value, improvements made to the property, and changes in special programs, such as the homestead market value exclusion.

#### Levy Information

Taxing Authority	Actual 2023	Proposed 2024	Percent Change
COUNTY OF ANOKA	\$143,677,676	\$163,841,369	14.03%
CITY OF ANDOVER	\$17,073,084	\$18,097,274	6.00%
CITY OF ANOKA	\$8,285,505	\$10,278,223	23.90%
CITY OF BETHEL	\$250,989	\$277,543	10.58%
CITY OF BLAINE	\$37,112,000	\$44,232,501	19.16%
CITY OF CENTERVILLE	\$2,919,880	\$3,032,321	3.85%
CITY OF CIRCLE PINES	\$3,031,866	\$3,049,945	0.60%
CITY OF COLUMBIA HEIGHTS	\$16,028,200	\$17,373,000	8.39%
CITY OF COLUMBUS	\$4,233,689	\$4,233,386	-0.02%
CITY OF COON RAPIDS	\$33,314,830	\$35,580,233	6.80%
CITY OF EAST BETHEL	\$6,090,100	\$6,211,600	2.03%
CITY OF FRIDLEY	\$19,620,870	\$20,577,799	4.88%
CITY OF HAM LAKE	\$6,219,957	\$6,839,837	8.75%
CITY OF HILLTOP	\$1,071,100	\$1,233,500	15.16%
CITY OF LEXINGTON	\$1,468,655	\$1,604,123	9.22%
CITY OF LINO LAKES	\$12,893,915	\$14,120,928	9.52%
CITY OF NORTHTEN	\$1,837,505	\$1,936,176	5.35%
CITY OF OAK GROVE	\$3,090,474	\$3,843,220	24.36%
CITY OF RAMSEY	\$18,235,180	\$20,279,701	11.21%
CITY OF SPRING LAKE PARK	\$3,965,823	\$4,113,290	3.72%
CITY OF ST. FRANCIS	\$5,107,690	\$5,598,195	9.60%
LENWOOD TOWNSHIP	\$1,775,000	\$1,950,000	9.86%
ANOKA-HENNEPIN SCHOOL DIST #11	\$135,885,042	\$139,962,437	3.02%
CENTENNIAL SCHOOL DISTRICT #12	\$26,805,893	\$27,834,982	3.84%
COLUMBIA HEIGHTS SCHOOL DIST #13	\$10,841,587	\$12,277,952	13.25%
ELK RIVER SCHOOL DISTRICT #728	\$69,384,348	\$72,268,692	4.16%
FOREST LAKE SCHOOL DISTRICT #31	\$31,441,392	\$34,382,204	9.35%
FRIDLEY SCHOOL DISTRICT #14	\$13,500,410	\$13,103,286	4.82%
SPRING LAKE PARK SCHOOL DIST #16	\$24,468,987	\$25,115,769	2.64%
ST. FRANCIS SCHOOL DISTRICT #15	\$12,780,383	\$13,997,821	9.69%

**Market Value Vs. Tax Capacity Value**

Estimated Market Value *	Amount Excluded	Taxable Market Value	Tax Capacity Value	2023 City Taxes	2024 City Taxes	Annual Difference
150,000	\$ 23,740	\$ 126,260	\$ 1,263	\$ 564.62	\$ 631.16	\$ 66.54
170,000	\$ 21,940	\$ 148,060	\$ 1,481	\$ 662.11	\$ 740.14	\$ 78.03
190,000	\$ 20,140	\$ 169,860	\$ 1,699	\$ 759.60	\$ 849.11	\$ 89.51
210,000	\$ 18,340	\$ 191,660	\$ 1,917	\$ 857.08	\$ 958.09	\$ 101.01
230,000	\$ 16,540	\$ 213,460	\$ 2,135	\$ 954.57	\$ 1,067.07	\$ 112.50
250,000	\$ 14,740	\$ 235,260	\$ 2,353	\$ 1,052.06	\$ 1,176.04	\$ 123.98
270,000	\$ 12,940	\$ 257,060	\$ 2,571	\$ 1,149.55	\$ 1,285.02	\$ 135.47
290,000	\$ 11,140	\$ 278,860	\$ 2,789	\$ 1,247.03	\$ 1,393.99	\$ 146.96
310,000	\$ 9,340	\$ 300,660	\$ 3,007	\$ 1,344.52	\$ 1,502.97	\$ 158.45
330,000	\$ 7,540	\$ 322,460	\$ 3,225	\$ 1,442.01	\$ 1,611.95	\$ 169.94
350,000	\$ 5,740	\$ 344,260	\$ 3,443	\$ 1,539.50	\$ 1,720.92	\$ 181.42
370,000	\$ 3,940	\$ 366,060	\$ 3,661	\$ 1,636.98	\$ 1,829.90	\$ 192.92
390,000	\$ 2,140	\$ 387,860	\$ 3,879	\$ 1,734.47	\$ 1,938.87	\$ 204.40
410,000	\$ 340	\$ 409,660	\$ 4,097	\$ 1,831.96	\$ 2,047.85	\$ 215.89
430,000	\$ -	\$ 430,000	\$ 4,300	\$ 1,922.92	\$ 2,149.53	\$ 226.61
450,000	\$ -	\$ 450,000	\$ 4,500	\$ 2,012.36	\$ 2,249.51	\$ 237.15

# Comparison of 2023 Levy and the 2024 Levy

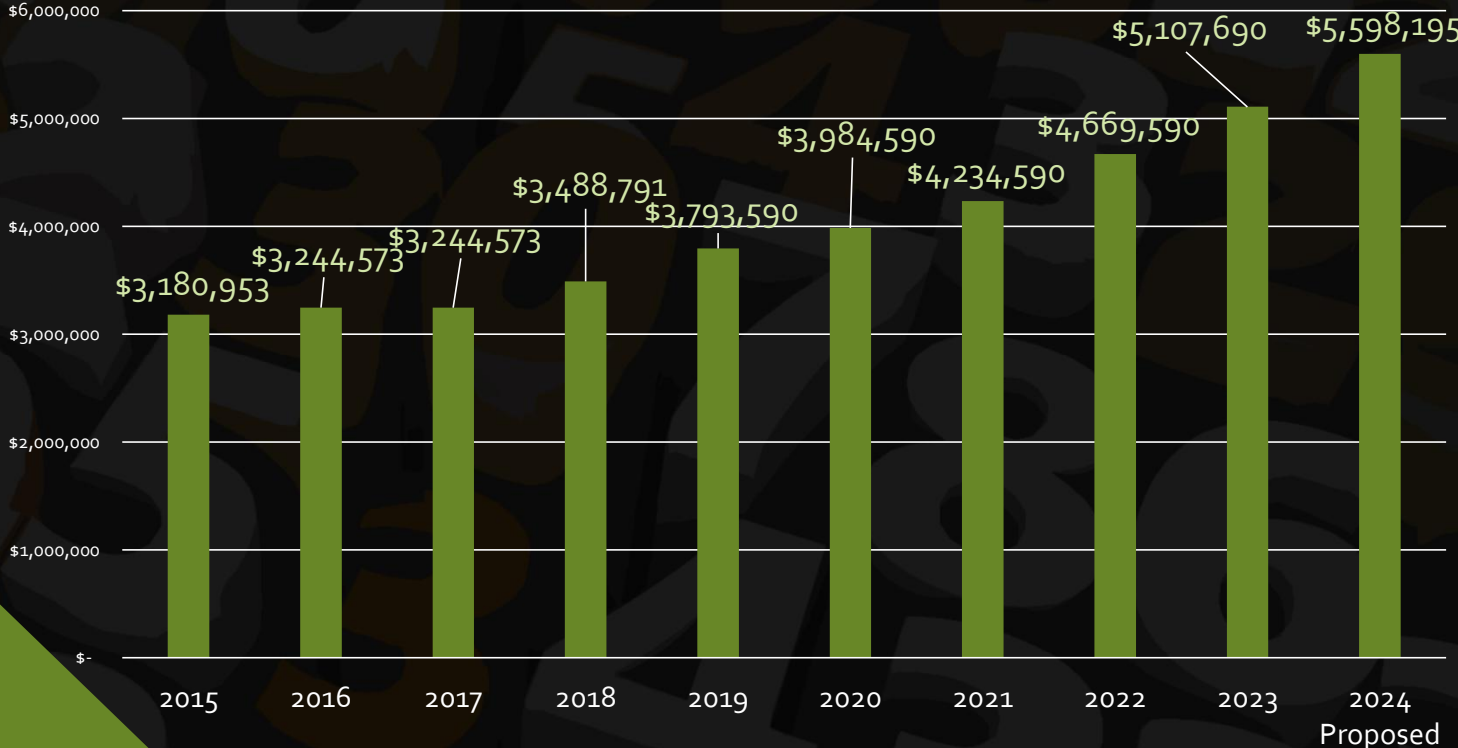
	2023	2024 Proposed
General Levy		
General Operating (101)	\$ 3,250,000	\$ 3,230,000
Capital Equipment (402)	280,000	320,000
Parks (226)	-	350,000
Building Improvement(404)	870,000	50,000
Street Improvement (405)	360,000	480,000
<b>Total General Levy</b>	<b>\$ 4,760,000</b>	<b>\$ 4,430,000</b>
Debt Service Levies		
2015 GO (327)	20,470	20,470
2017 Capital Improvement (#330)	327,220	327,220
2023 Capital Improvement (#335)	-	820,505
<b>Total Debt Service Levies</b>	<b>\$ 347,690</b>	<b>\$ 1,168,195</b>
<b>Total Levy</b>	<b>\$ 5,107,690</b>	<b>\$ 5,598,195</b>
Tax Levy Increase	\$ 438,100	\$ 490,505
% increase	9.38%	9.60%



# Tax rate calculation 2023 & 2024

	2023	2024 Proposed
Total Levy	\$ 5,107,690	\$ 5,598,195
Less Fiscal Disparities	\$ 967,230	\$ 847,511
Spreadable Levy	\$ 4,140,460	\$ 4,750,684
Tax Capacity	\$ 9,577,860	\$ 9,876,609
Changes to Tax Capacity		
TIF	\$ -	\$ -
Contributions To	\$ 331,771	\$ 387,112
Joint value (Addition)	\$ 12,953	\$ 13,878
Net Tax Capacity	\$ 9,259,042	\$ 9,503,375
Tax Rate	44.719%	49.989%

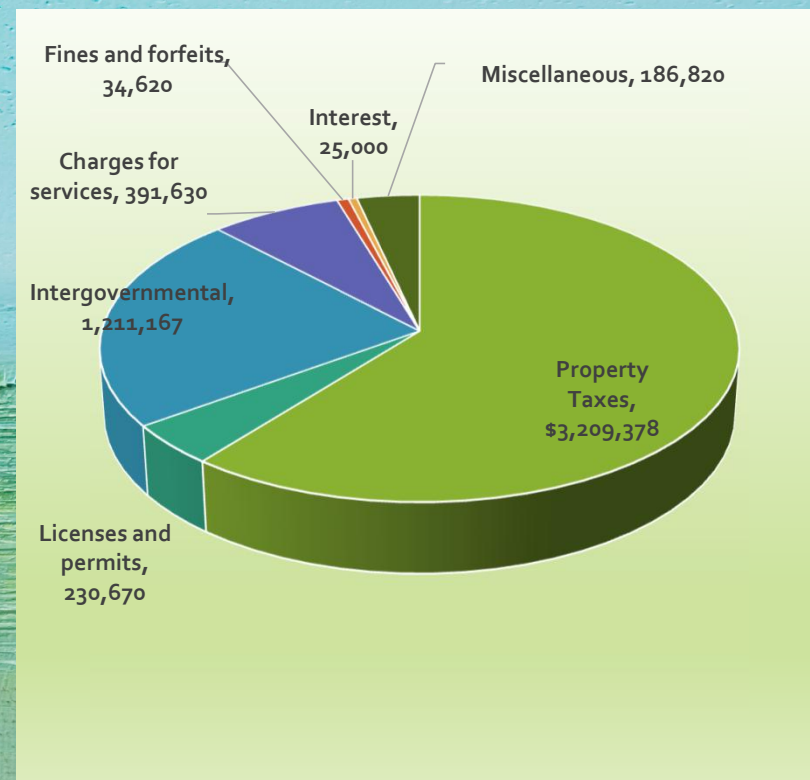
# Total Levy History



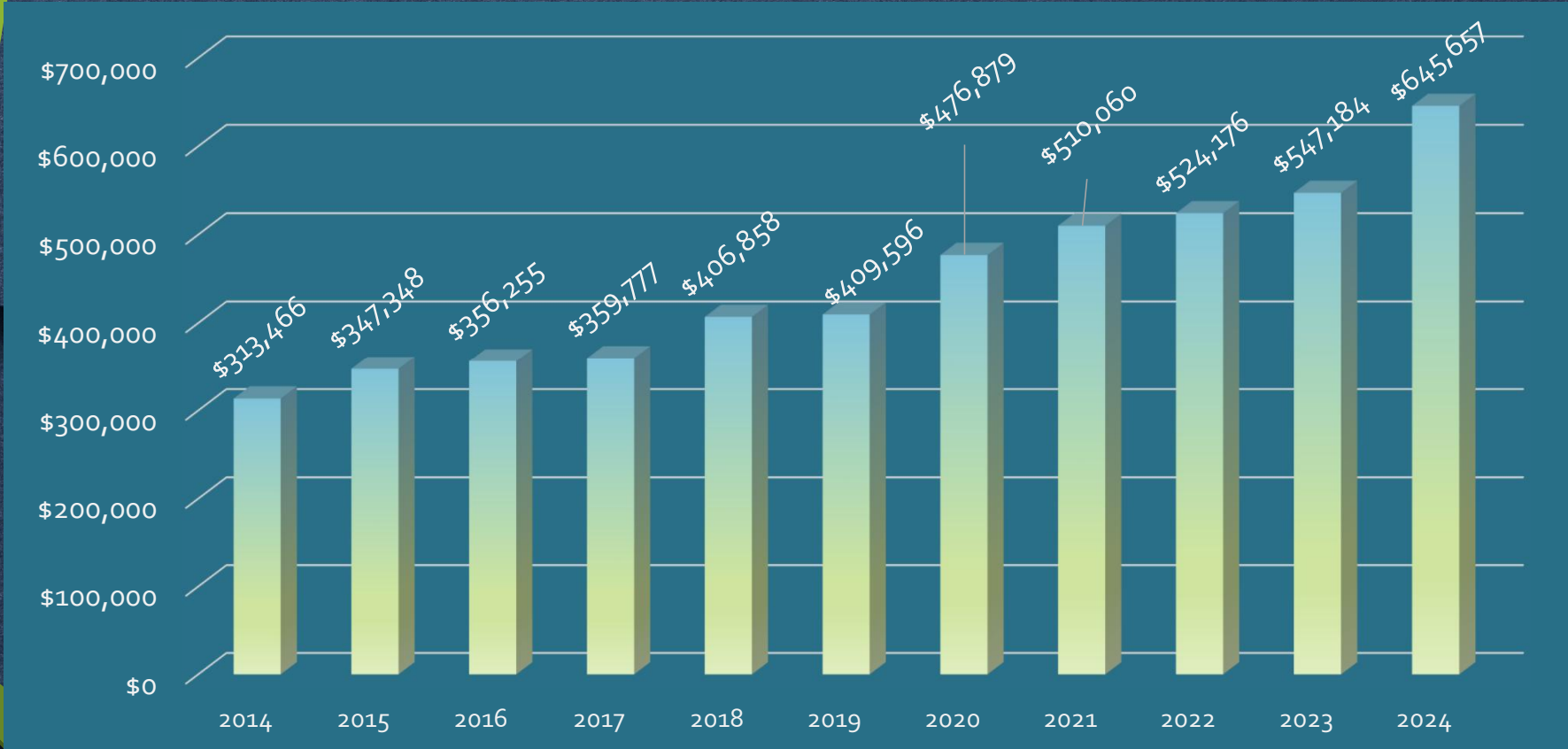
The levy has increased \$2,417,242 from 2015 to 2024.  
This is an increase of 76% or 7.6% a year.

# General Fund Revenues

	2024 Budget
Property Taxes	\$3,209,378
Licenses and permits	230,670
Intergovernmental	1,211,167
Charges for services	391,630
Fines and forfeits	34,620
Interest	25,000
Miscellaneous	186,820
Transfers in	60,000
<b>Total</b>	<b>\$5,354,285</b>

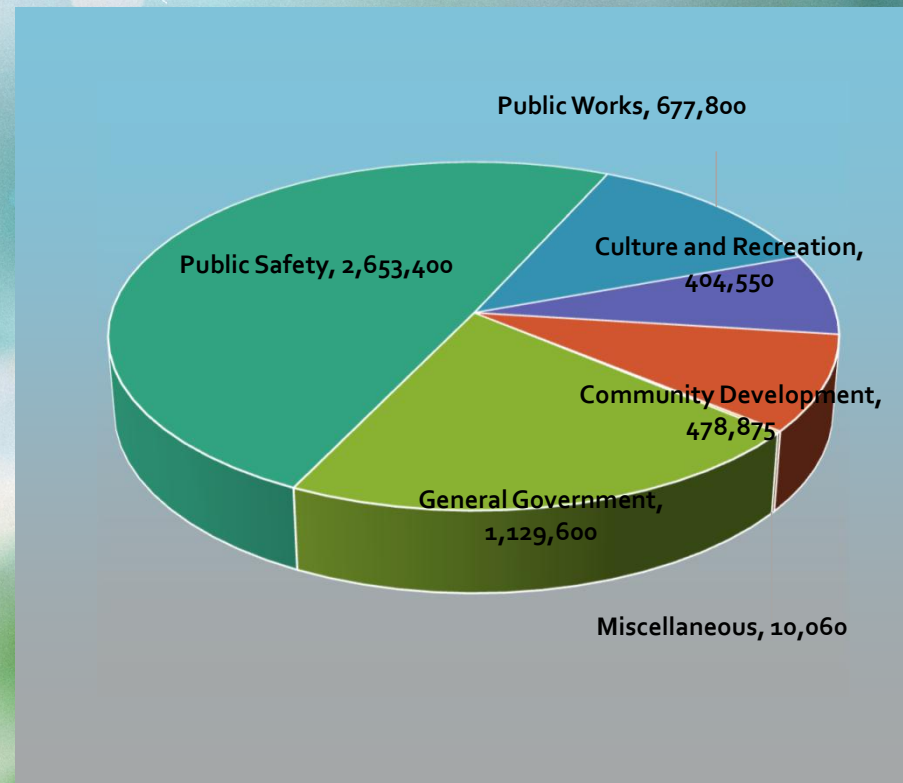


# Local Government Aid



# General Fund Expenditures-by Category

	2024 Budget
General Government	\$1,129,600
Public Safety	2,653,400
Public Works	677,800
Culture and Recreation	404,550
Community Development	478,875
Miscellaneous	10,060
Transfers	0
<b>Total expenditures</b>	<b>\$5,354,285</b>



- 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

# 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

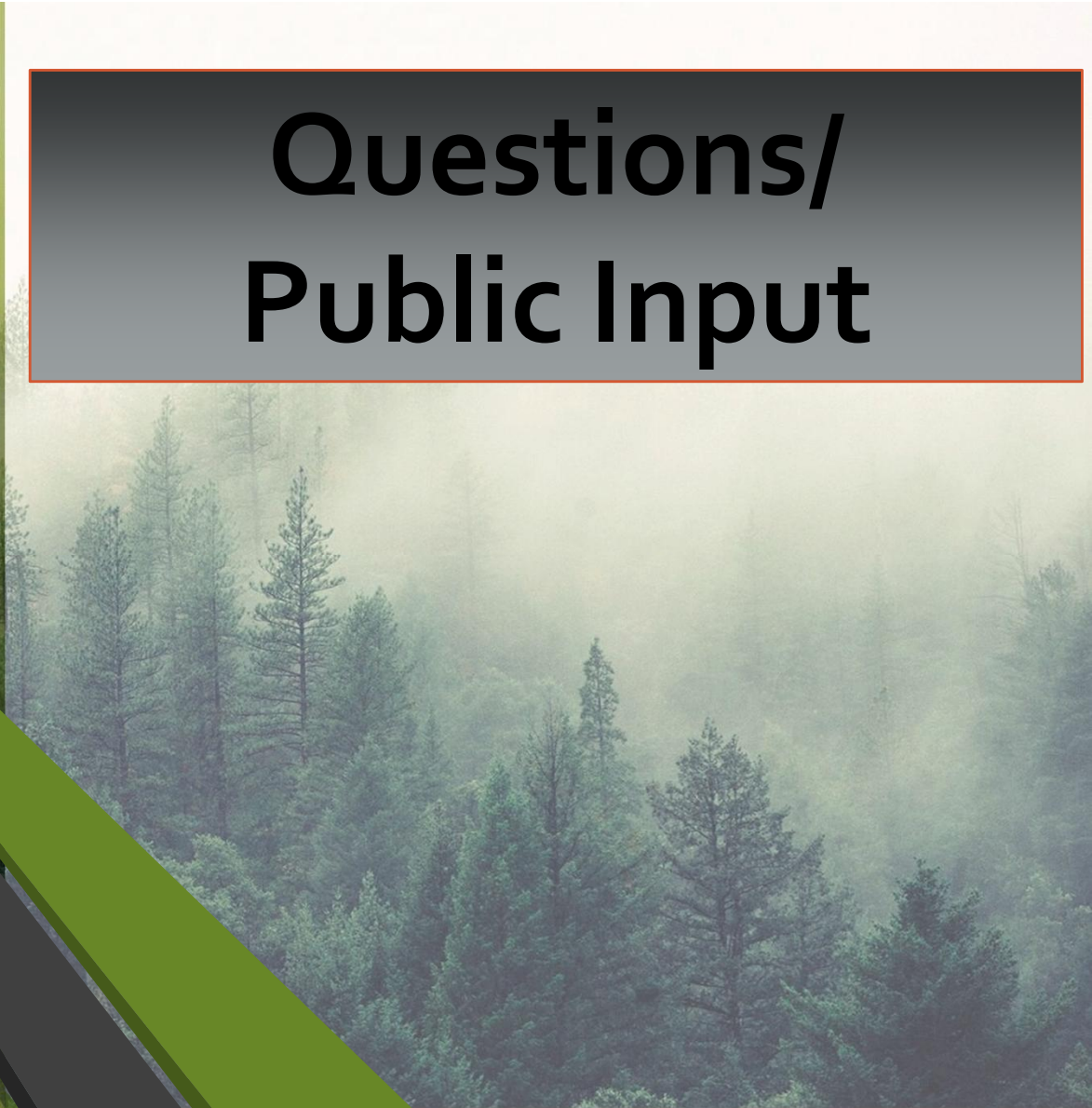
Water Fund

Wastewater Fund

Storm Water Fund

Liquor Fund

# Questions/ Public Input



CITY OF ST. FRANCIS  
ST. FRANCIS, MN

RESOLUTION 2023-70

**RESOLUTION CERTIFYING TAXES PAYABLE IN 2024**

**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 2024, upon the taxable property in said City of St. Francis, for the following purposes:
- 2.

<b>General Operating Levy</b>	
General Fund	\$ 3,230,000
Capital Equipment Fund	320,000
Building Improvements	50,000
Parks	350,000
Street Improvements	480,000
<b>Total General Operating Levy</b>	<u>\$ 4,430,000</u>
<b>Debt Service Levy</b>	
2015A Debt Service	20,470
2017A Debt Service	327,220
2023A Debt Service	820,505
<b>Total Debt Service Levy</b>	<u>1,168,195</u>
<b>Total Levy</b>	<u>\$ 5,598,195</u>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4<sup>th</sup> DAY OF DECEMBER, 2023.

APPROVED:

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

ATTEST:

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

CITY OF ST. FRANCIS  
ST. FRANCIS, MN

RESOLUTION 2023-71

**RESOLUTION ADOPTING A BUDGET FOR 2024**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA** that a budget for 2024 is hereby adopted as outlined in the following summary:

Fund	Revenues	Expenditures	Transfers in	Transfers out	Net
General	\$ 5,289,285	\$ 5,354,285	\$ 65,000	\$ -	\$ -
Police Forfeiture	\$ -	\$ 3,647			\$ (3,647)
EDA	\$ -	\$ -	\$ -		\$ -
Park	\$ 351,700	\$ -			\$ 351,700
Debt-#311	\$ -	\$ -	\$ 53,660		\$ 53,660
Debt-#327	\$ 26,470	\$ 32,725			\$ (6,255)
Debt-#330	\$ 327,220	\$ 465,657	\$ 165,000		\$ 26,563
Debt-2023	\$ 821,505	\$ 283,796			\$ 537,709
Gambling	\$ 40,500	\$ -			\$ 40,500
Capital Equipment	\$ 327,000	\$ 844,016	\$ 40,000		\$ (477,016)
Building	\$ 1,000	\$ -			\$ 1,000
Street	\$ 639,097	\$ 976,711			\$ (337,614)
Water	\$ 1,659,720	\$ 1,249,536	\$ 37,058	\$(127,970)	\$ 319,272
Sewer	\$ 1,912,138	\$ 2,058,982		\$(167,748)	\$ (314,592)
Stormwater	\$ 237,336	\$ 221,100			\$ 16,236
Liquor	\$ 2,966,800	\$ 2,861,650		\$(65,000)	\$ 40,150
<b>Total</b>	<b>\$ 14,599,771</b>	<b>\$ 14,352,105</b>	<b>\$ 360,718</b>	<b>\$(360,718)</b>	<b>\$ 247,666</b>

**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 4<sup>th</sup> DAY OF DECEMBER, 2023.

APPROVED:

\_\_\_\_\_  
Joseph Muehlbauer, Mayor

ATTEST:

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



# CITY COUNCIL AGENDA REPORT

**TO:** Kate Thunstrom- City Administrator  
**FROM:** Dave Schmidt- Fire Chief  
**SUBJECT:** PERA SVF Pension Increase for Part-Time Firefighters  
**DATE:** December 4<sup>th</sup>, 2023

**OVERVIEW:**

In 2017, the fire department began the transition of converting the pension management to Minnesota Public Employee Retirement Association (PERA) under the newly created State Volunteer Firefighters Fund (SVF). At that time the benefit level determined by staff, City Council and PERA landed at \$2900.00 per year of service for firefighters. Which is the current benefit level today.

Over the course of the last 7 years, the St. Francis Fire Department Fund has performed very well and currently sits at 194% of funding. Which essentially means if every firefighter was 100% vested and left the department tomorrow, the account would cover 100% percent of all liabilities and still have 94% of the overall fund balance remaining.

The retirement account is funded directly by Minnesota State Fire Aid money, which are derived legislatively from Homeowners Insurance Premiums. Additionally, the City of St. Francis contributes an additional \$500.00 per year, per firefighter.

Earlier in the year, PERA ran an updated benefit model for the City of St. Francis to adjust the benefit level per firefighter to level more in line with performance of the pension fund. Thus, increasing the annual benefit our firefighters would receive, while keeping the fund over 100% solvent.

The two identified levels of benefit provided by PERA are \$4,300 per year of service, which would leave the fund 139% funded or \$4800.00 per year of service, which would leave the pension fund 126% funded.

This pension increase does not impact the current or future tax levy for the City of St. Francis, nor does it increase the budget of the fire department to increase the pension benefit for the City of St. Francis.

If Council approves an increase of annual benefit for the firefighters, the increase would not take place until January of 2024. Nor does the benefit increase for any firefighters that have already retired or resigned. The benefit increase only applies to active firefighters as of January 2024.

Comparable benefit levels in our area are the following, Lexington \$5000.00, Linwood Township \$3400.00, Oak Grove \$6000.00, Cambridge \$5800.00, Isanti \$6500.00, Nowthen \$2500.00

**ACTION TO BE CONSIDERED:**

Adopt the attached Resolution 2023-69 to approve an increase to the annual benefit for Part-time Firefighters from \$2900.00 annually to \$4800.00 annually.

**BUDGET IMPLICATION:**

**None**

Attachments:

- Resolution 2023-69
- PERA Funding Analysis

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

**RESOLUTION NO. 2023-69**

**A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL  
FOR FIREFIGHTERS WHO ARE VESTED IN THE STATEWIDE  
VOLUNTEER FIREFIGHTER PLAN**

**WHEREAS**, The City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA;

**AND WHEREAS**, The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago;

**AND WHEREAS**, The City understands that Minnesota statutes do not have provisions for a decrease in benefit levels;

**AND WHEREAS**, The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

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

1. The City hereby approves and increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$4300.00 benefit level per year of service, effective January 1, 2024; and
2. The City Clerk and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 4<sup>TH</sup> DAY OF DECEMBER, 2023.

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Joe Meuhlbauer, Mayor

**Benefit Level Review**  
**St Francis Fire Department**  
**As of** 03/14/2023

The purpose of this review is to assist you in considering a benefit level increase for your fire department. The fire department's governing body sets the benefit level in the SVF Plan for their volunteer firefighters. The governing body may elect to approve an increase in the fire department's benefit level once per year. Benefit level increases approved in a given year go into effect on January 1 of the next year.

At any time, either the fire chief or governing body representative(s) may request that PERA provide a cost analysis estimating the cost of increasing the fire department's benefit level under the SVF Plan. To request this cost analysis from PERA, please complete and return to PERA the request form attached to the same email with which this *Benefit Level Review* was delivered.

The information provided in this review is based on the data in your *Annual Funding Report*. The benefit level for your volunteer firefighters should be set at a level that, at a minimum, uses all of the available fire state aid towards covering your current annual pension cost.

The results of our review show that:  
**Your entity uses a portion of its fire state aid towards covering its annual financial requirement (i.e., annual pension cost).**

The fire department's governing body should consider increasing the benefit level for its volunteer firefighters.

Review of Current Benefit Level		
Current Benefit Level	\$	2,900
Annual Financial Requirement at 12/31/2024	\$	3,011
Projected 2024 Fire State Aid	\$	53,073
Projected 2024 Investment Earnings (assumed 6% rate of return)	\$	71,681
Projected Funding Ratio at 12/31/2023		194%

Below is the estimated benefit level at which the annual fire state aid would cover the annual financial requirement. Note that the projected annual investment earnings on your pension assets are also available to be used towards covering the annual financial requirement.

Benefit Level at which fire state aid approximately equals the annual financial requirement.		
Benefit Level	\$	4,300
Annual Financial Requirement at 12/31/2024	\$	56,245
Projected 2024 Fire State Aid	\$	53,073
Funding Ratio		139%

Below is the estimated benefit level at which the annual fire state aid along with a portion of the projected annual investment earnings would cover the annual financial requirement, while maintaining a surplus funding ratio.

Benefit Level at which annual fire state aid and a portion of the projected annual investment earnings are used to cover the annual financial requirement.		
Benefit Level	\$	4,800
Annual Financial Requirement at 12/31/2024	\$	75,263
Projected 2024 Fire State Aid	\$	53,073
Projected 2024 Investment Earnings (assumed 6% rate of return)	\$	71,681
Funding Ratio		126%

To consider increasing the benefit level for your volunteer firefighters, please complete and return to PERA the *Request a Benefit Level Cost Analysis SVF Plan* form attached to the same message as this *Benefit Level Review*. Upon receiving your request form, PERA will prepare the requested cost analysis free of charge.



**CITY COUNCIL  
AGENDA REPORT**

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**TO:** Mayor and Council  
**FROM:** Dave Schmidt, Fire Chief  
Kate Thunstrom, City Administrator  
**SUBJECT:** City of Nowthen Fire Service Contract  
**DATE:** December 4<sup>th</sup>, 2023

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**OVERVIEW:**

On December 31, 2023, the existing three-year Fire Service Agreement with the City of Nowthen expires. The initial three-year agreement was to assist in the organization and ongoing independence of the Nowthen Fire Department. The City of Nowthen has requested one additional year of support as they work to hire a leadership team and determine the long-term vision of their department. This agreement will work to assist in the organization and training of the new leadership team in 2024.

The agreement and fee structure have been updated to reflect the current request and the document has been reviewed by each city’s legal counsel.

**ACTION TO BE CONSIDERED:**

Council to review and approve the Agreement for Fire management services with the City of Nowthen for 2024.

Attachments:

- Agreement for Fire Department Management Services between the City of Nowthen and the City of St. Francis
- Exhibit A

**AGREEMENT FOR  
FIRE DEPARTMENT MANAGEMENT SERVICES  
BETWEEN  
THE CITY OF NOWTHEN, MINNESOTA AND  
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the City of St. Francis, a Minnesota municipal corporation (“St. Francis”) and the City of Nowthen, a Minnesota municipal corporation (“Nowthen”). The Cities will collectively be referred to as the parties.

**WHEREAS**, St. Francis has a Fire Chief and/or designee (collectively “Fire Officials”); and

**WHEREAS**, St. Francis and Nowthen are committed to obtaining efficiencies in providing services to their respective citizens through the use of shared service arrangements; and

**WHEREAS**, the parties have held discussions and determined that it is in the best interests of both Cities to continue to have the St. Francis Fire Officials and appropriate St. Francis staff provide Fire Department Management services to Nowthen in addition to their duties for St. Francis; and

**WHEREAS**, this Agreement will detail the terms of that shared service.

**NOW THEREFORE**, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for Nowthen to purchase Fire Department Management services from St. Francis.
2. **SERVICES TO BE PROVIDED.** The Fire Officials and St. Francis staff will provide the following services for Nowthen:
  - a. **Fire Chief and/or Designee.** Fire Officials will perform the job duties of Fire Chief and/or designee and meet the professional expectations that are set forth in the City of St. Francis’ Proposal for Fire Department Management which is attached hereto as Exhibit A and incorporated herein by reference. In addition, as part of this Agreement, the Fire Chief shall also perform the duties of Emergency Management Coordinator for the City of Nowthen until such time as the Mayor of the City of Nowthen designates another individual to that position.

- b. **Nowthen Fire Department Management.** Fire Officials and City of St. Francis staff, as required, will also perform Nowthen Fire Department management duties outlined on attached Exhibit A which is incorporated herein by reference as well as all other legally permissible and proper duties and functions relating to the Nowthen Fire Department as the City Council for the City of Nowthen shall from time-to-time assign.
3. **Covenant of Diligence and Good Faith.** Fire Officials agree to perform their respective duties and job responsibilities diligently, in good faith, and to the best of their ability. Fire Officials further agree to be loyal to the Nowthen Fire Department and to support its mission and goals.
- a. **Subject to the Authority of the Nowthen City Council.** As the Fire Chief and/or designee, Fire Officials are subject to the authority of the Nowthen City Council in matters relating to the Nowthen Fire Department. By way of example, and without limitation, the Nowthen City Council has the authority to modify Fire Officials' job description at any time and to oversee, evaluate, and direct Fire Officials' job performance as the Nowthen City Council sees fit.
  - b. **Hours worked at each City.** The parties acknowledge that the Fire Officials shall divide their time as needed between St. Francis and Nowthen. If either party requires Fire Officials to work a set number of hours, the parties agree to meet in good faith to negotiate the number of hours the Fire Officials shall work at each respective City.
  - c. **Time Commitment.** Due to the unique nature of the Fire Department management function, it is understood and agreed that in order to properly perform the job required, the Fire Officials may have to expend additional time beyond the normal work day, and the Fire Officials agree to do same as required.
  - d. **Attendance at Nowthen Meetings.** Regular attendance is an essential function of the job. Fire Officials are expected to work the number of hours necessary to perform their respective job duties and to meet the professional expectations of the job. Fire Officials agree to devote, at a minimum, that amount of time and energy which is reasonably necessary for the Fire Officials to faithfully perform the duties of the Fire Chief and/or designee under this Agreement. The Fire Chief and/or Designee shall attend a Nowthen City Council meeting in person once per quarter and provide the City Council with monthly reports.



- e. **Allocation of Resources.** The parties understand the Fire Chief and/ or designee in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation.
  - f. **Compliance with Industry Standards.** The parties understand and agree the City of St. Francis will endeavor to reasonably provide the services of the Fire Chief and/or designee indicated above in accord with industry standards.
4. **TERM.** The term of this Agreement shall be from the date first above stated through December 31, 2024 or until such time as this Agreement is terminated pursuant to paragraph 10.
5. **COMPENSATION.** St. Francis shall be paid the total sum of \$35,000 for Fire Department Management Services related to this Agreement. St. Francis shall invoice and Nowthen shall pay the bill in two equal semi-annual installments due after the first City Council meeting in February and August of each year of this Agreement.
6. **EMPLOYMENT STATUS.** Fire Chief, Captains and/or designee are employees of St. Francis and will remain employees of St. Francis while performing services under this Agreement. No tenure or any rights or benefits, including medical or health insurance coverage, sick leave, vacation leave, severance pay or other benefits available to Nowthen employees will accrue to the Fire Officials under this agreement unless specifically stated. Payment of wages as well as payroll deductions for PERA, taxes, unemployment insurance, health insurance, disability insurance, or worker's compensation will be made by the St. Francis as required by law.
7. **INSURANCE AND LIABILITY.**
- a. **Insurance.** While attending to Nowthen matters, the Fire Officials will be insured by Nowthen under its insurance coverages including commercial general liability not less than the limitations of liability under Minnesota Statute, Section 466.04, as it may be amended from time to time, or a successor statute. St. Francis will also carry similar insurance on the Fire Officials.
  - b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Nowthen and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the

Fire Chief, Captains and/or designee's performance or failure to perform his duties under this Agreement except where such claim, action, damage, loss and expense is attributable to a specific direction from Nowthen or its employees, officials, agents or representatives.

- c. **Liability of Nowthen.** Nowthen agrees to defend and indemnify St. Francis and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Fire Officials' performance or failure to perform his duties under this Agreement where such claim, action, damage, loss and expense is attributable to a specific direction from Nowthen or its employees, officials, agents or representatives.

8. **WARRANTIES.** In performing services under this Agreement, the St. Francis warrants and represents that the Fire Officials will exercise that degree of skill and care that a professional Fire Chief and/or designee would exercise under the same or similar circumstances. St. Francis further warrants and represents that the Fire Officials have and will maintain all necessary licenses and certifications necessary to perform the terms and conditions of this Agreement.

9. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

- a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Nowthen, and shall continue in that order until one names remains.
- b. **Litigation.** If the dispute is not resolved within 30 days after the end of medication proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.
- c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in paragraph 10.

10. **TERMINATION/EXTENSION.**

a. **Termination.** This Agreement may be terminated by the party desiring that the Agreement be terminated providing sixty (60) days written prior notice to all other parties any time after December 31, 2023. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notification. However, notwithstanding any other provision of this Agreement, Nowthen may immediately terminate this Agreement for cause at any time if either of the Fire Officials or City Administrator commit a “Major Offence” as outlined in Section 11 of the City of Nowthen Personnel Policy.

In the event of termination, Nowthen shall be refunded pro rata any pre-paid Fire Service Management Fees, alternatively, St. Francis shall be paid on a pro rata basis for any services rendered prior to the date of termination.

b. **Extension.** This Agreement may be extended beyond the time designated in Paragraph 3 of this Agreement by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement. In the event that the Agreement is not formally extended by written agreement and services continue, the terms of this Agreement will continue to apply until Termination noted in paragraph 10(a) or the parties enter into a written extension Agreement.

11. **OWNERSHIP AND INSPECTION OF DOCUMENTS.** All documents including electronic data prepared under this Agreement will be the property of Nowthen and will be collected and maintained in a manner as deemed appropriate by Nowthen. Records Availability and Retention: The books, records, documents, and accounting procedures and practices of the Fire Officials and St. Francis staff relevant to this Agreement are subject to examination by Nowthen or its designated representative and either the Legislative Auditor or State Auditor as appropriate. The Fire Officials and both parties to this Agreement will be bound under the provisions of the Minnesota Data Practices Act and will maintain records in a fashion consistent with Minnesota Statutes, Chapter 13.

12. **GENERAL PROVISIONS.**

a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, including, but not limited to, the Agreement for Fire Department Management Services dated December 22, 2020 between the parties and contains the entire agreement.

- b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:

City of St. Francis  
City Administrator  
23340 Cree Street NW  
St. Francis, MN 55070

City of Nowthen  
City Administrator  
8188 199<sup>th</sup> Avenue NW  
Nowthen, MN 55330

- d. **Captions.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- e. **Waivers.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- f. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- g. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.
- h. **Successors and Assigns.** St. Francis shall not have any right to assign, transfer, or sublet its interest or obligations hereunder without the written consent of Nowthen. However, nothing in this subparagraph shall prevent St. Francis from providing Nowthen with a substitute for the incumbent Fire Officials in the event of the Fire Officials' absence or separation.
- i. **Interpretation.** The laws of the State of Minnesota will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS, the parties hereto have executed this Agreement the day and year first above stated.

**CITY OF NOWTHEN**

**CITY OF ST. FRANCIS**

\_\_\_\_\_  
Jeff Pilon  
Mayor

\_\_\_\_\_  
Joe Muehlbauer  
Mayor

\_\_\_\_\_  
Scott Lehner  
City Administrator

\_\_\_\_\_  
Kate Thunstrom  
City Administrator

**Exhibit A**

**Proposal for Fire Management and Administrative Services:**

- 1) Management Services
  - a) Transition of day to day management of the fire department and emergency response to the city of Nowthen leadership team.
  - b) Management collaboration with firefighters and station leadership, Anoka County Sheriff’s Office, elected officials and all other city departments during regular business hours.
  - c) Provide a strong leadership presence.
  - d) Continue open dialogue with elected officials
  - e) Continue partnerships with surrounding communities.
  
- 2) Policy Development
  - a) Advise on policies and procedures consistent with industry standards with input from staff and city stake holders
  - b) All policies to be transferred to City Administrator
  
- 3) Guidance and Assistance for transition to new leadership team
  - a) Assist in identifying next leadership team
  - b) Train in new leadership by transitioning policies, procedures and protocol to Administrator and Fire staff
  - c) Assist in maintaining a culture of accountability throughout the organization
  - d) Assist city in appointing qualified, mission focused leaders to facilitate organization goals
  - e) Assist with personnel concerns in a timely fashion with respect
  
- 4) Capital Equipment Planning and Operational Efficiencies
  - a) Continue and transition capital equipment needs and long term budget strategy for acquiring apparatus, SCBA, turnouts, and other high dollar expenditures
  - b) Engage elected officials input regarding funding strategies and needs
  - c) Assist new leadership in identifying short term equipment needs
  - d) Assist in budget process to acquire and replace equipment within its expected life span

- 5) Organizational Strategic Guidance
  - a) Assist in creating, developing and implementing a department based on community driven core values
  - b) Create structural plans for the organization based on community growth ensuring that department capabilities meet future needs
  - c) Support Nowthen leadership team through the transition of the First Due records management system.
  
- 6) Staffing Transition
  - a) Identify appropriate staffing levels for the fire department
  - b) Assist leadership team of hiring and training requirements for appropriate staffing levels
  - c) Create a reporting systems, monthly and quarterly for city staff and elected officials
  
- 7) Transition Timeline for 2024
  - a) Quarter 1: Assist Nowthen Administrator and Council on the hiring of the Fire Department’s new leadership team
  - b) Quarter 2: Work with leadership team through personnel, budget process, CIP by meeting with team one day a week as set by Fire Staff
  - c) Quarter 3: Work with leadership team through personnel, budget process, CIP by meeting with team twice a month as set by Fire Staff
  - d) Quarter 4: St. Francis Fire Chief guidance only when requested

TOTAL Cost .....\$35,000

\*Proposal assumes Nowthen funds all routine operating expenditures such as fire fighter pay, training costs, equipment costs, and all other normal operating expenditures.

Activities included in this contract will be conducted during normal business hours. No after regular business hours will be attended by the Fire Chief, including but not limited to, budget, capital planning, council meetings, public education events or training.



CITY COUNCIL AGENDA REPORT

TO: Mayor and Council
FROM: Dave Schmidt, Fire Chief
Kate Thunstrom, City Administrator
SUBJECT: Fire Department Management Services, City of Bethel
DATE: December 4th, 2023

OVERVIEW:

The cities of St. Francis and Bethel have been meeting over the last 18 months in regards to a gap in fire services in the City of Bethel. During this time the cities along with the State Dept of Public Safety have been meeting monthly to determine a short-term response and a way to solve a long-term concern.

This agreement is a reaction to meet short-term needs in fire services for the City of Bethel. St. Francis will move forward as the responsible department for Bethel and utilize their fire station and remaining equipment as necessary. If Bethel staff wish to join the St. Francis department they are encouraged to fill out an application.

Long-term needs will be vetted through an RFP looking at the overall health and organization of the two departments. This solution could include multiple scenarios, however through an organized process the cities will review what is the best solution to serve all residents through fire services and emergency responses.

ACTION TO BE CONSIDERED:

Council to review and approve the Agreement for Fire Department Management services with the City of Bethel.

Attachments:

- Agreement for the Fire Department Management Services between the City of Bethel, Minnesota and The City of St. Francis, Minnesota
• Exhibit A



**AGREEMENT FOR  
FIRE DEPARTMENT MANAGEMENT SERVICES  
BETWEEN  
THE CITY OF BETHEL, MINNESOTA AND  
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of St. Francis, a Minnesota municipal corporation (“St. Francis”) and the City of Bethel, a Minnesota municipal corporation (“Bethel”). The Cities will collectively be referred to as the parties.

**WHEREAS**, St. Francis has a Fire Chief and person designated by Fire Chief (collectively “Fire Officials”); and

**WHEREAS**, St. Francis and Bethel are committed to obtaining efficiencies in providing services to their respective citizens through the use of shared service arrangements; and

**WHEREAS**, the parties have held discussions and determined that it is in the best interest of both Cities to have the St. Francis Fire Officials and appropriate St. Francis staff provide Fire Department Management services to Bethel in addition to their duties for St. Francis; and

**WHEREAS**, this Agreement will detail the terms of that shared service.

**NOW THEREFORE**, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for Bethel to purchase Fire Department Management services from St. Francis.
2. **SERVICES TO BE PROVIDED.** The Fire Officials will provide the following services to the City of Bethel:
  - a. **Fire Chief and Administrative Captain.** Fire Officials will perform the job duties of Fire Chief and Captain and meet the professional expectations that are set forth in the City of St. Francis’ Proposal for Fire Department Management which is attached hereto as Exhibit A and incorporated herein by reference. In addition, as part of this Agreement, the Fire Chief shall also perform the duties of

Emergency Management Coordinator for the City of Bethel until such time as the Mayor of the City of Bethel designates another individual to that position.

- b. **Firefighters.** Firefighters will be staffed as identified in the St. Francis Management and Policies Agreement dated [May 15, 2023].
  - c. **Bethel Facilities and Fleet.** City of Bethel will maintain Facilities and Fleet for issues concerning maintenance, repair, replacement and fuel. This will include the monthly utilities, registrations and costs associated with the ownership of these items.
3. **COVENANT OF DILIGENCE AND GOOD FAITH.** Fire Officials agree to perform their respective duties and job responsibilities diligently, in good faith, and to the best of their ability. Fire Officials further agree to be loyal to the Bethel Fire Department and to support its mission and goals.
- a. **Subject to the Authority of the Bethel City Council.** Fire Officials are subject to the authority of the Bethel City Council in matters relating to the Bethel Fire Department facilities and equipment. St. Francis shall retain full authority regarding all personnel and management matters of the Department. .
  - b. **Hours worked at each City.** The parties acknowledge that the Fire Officials shall divide their time as needed between St. Francis and Bethel. If either party requires Fire Officials to work a set number of hours, the parties agree to meeting in good faith to negotiate the number of hours the Fire Officials shall work at each respective City.
  - c. **Time Commitment.** Due to the unique nature of the Fire Department management functions, it is understood and agreed that in order to properly perform the job required, the Fire Officials may have to expend additional time beyond the normal work day, and the Fire Officials agree to do the same as required.
  - d. **Attendance at Bethel Meetings.** Fire Officials are expected to work the number of hours necessary to perform their respective job duties and to meet the professional expectation of the job. It is understood that the position of Fire Chief or designated person may require attendance at evening meetings. Fire Officials agree to devote, at a minimum, that amount of time and energy which is reasonably necessary for the Fire Officials to faithfully perform the duties under this Agreement. When requested, the Fire Chief may attend Bethel City Council meetings quarterly and work sessions as needed.

- e. **Allocation of Resources.** The parties understand the Fire Officials or their designee in charge of the particular scene shall exercise judgement to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation.
  - f. **Compliance with Industry Standards.** The parties understand and agree the City of St. Francis will endeavor to reasonably provide the services of the Fire Officials indicated above in accord with industry standards.
4. **TERM.** The term of this Agreement shall be from the date first above stated through December 31, 2026 or until such time as this Agreement is terminated pursuant to paragraph 10.
5. **COMPENSATION.**
- a. St. Francis shall be paid the total sum of \$45,674 for Fire Department Management Services related to this Agreement in 2024. St. Francis shall be entitled to an amount of \$31,750 for 2025 and \$32,522 for 2026. St Francis shall invoice and Bethel shall pay the bill in two equal semi-annual installments due after the first City Council meeting in February and August of each year of this Agreement.
6. **EMPLOYMENT STATUS.** Fire Officials and St Francis Fire Fighters are employees of St. Francis and will remain employees of St. Francis while performing services under this Agreement. No tenure of any rights or benefits, including medical or health insurance coverage, sick leave, vacation leave, severance pay or other benefits available to Bethel employees will accrue to the Fire Officials under this agreement unless specifically stated. Payment of wages as well as payroll deductions for PERA, taxes, unemployment insurance, health insurance, disability insurance, or worker’s compensation will be made by the City of St. Francis as required by law.
7. **INSURANCE AND LIABILITY.**
- a. **Insurance.** While attending to Bethel matters, the Fire Officials will be insured by Bethel under its insurance coverages including commercial general liability not less than the limitations of liability under Minnesota Statute, Section 466.04, as it may be amended from time to time, or a successor statute. St. Francis will also carry similar insurance on the Fire Officials.
  - b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Bethel and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out the Fire Officials’ performance or

failure to perform their duties under this Agreement except where such a claim, action, damage, loss and expense is attributable to a specific direction from Bethel or its employees, officials, agents or representatives.

- c. **Liability of Bethel.** Bethel agrees to defend and indemnify St. Francis and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out the Fire Officials’ performance or failure to perform their duties under this Agreement except where such a claim, action, damage, loss and expense is attributable to a specific direction from St. Francis or its employees, officials, agents or representatives

8. **WARRANTIES.** In performing services under this Agreement, the St. Francis warrants and represents that the Fire Officials will exercise that degree of skill and care that a professional Fire Officials would exercise under the same or similar circumstances. St. Francis further warrants and represents that the Fire Officials have and will maintain all necessary licenses and certifications necessary to perform the terms and conditions of this Agreement.

9. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provision of this Agreement is fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

- a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Bethel, and shall continue in that order until one name remains.
- b. **Litigation.** If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter. Each party will be responsible for all of their own costs associated with such litigation.
- c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in paragraph 10.

**10. TERMINATION/EXTENSIONS.**

- a. **Termination.** This Agreement may be terminated by the party desiring that the Agreement be terminated providing sixty (60) days written prior notice to all other parties any time after December 31, 2025. Cause is not required for such termination. Payment for services rendered will be through the date of termination as identified in the written notifications. However, notwithstanding any other provision of this Agreement, Bethel may immediately terminate this Agreement for cause at any time if either of the Fire Officials or City Administrator commit a “Major Offense” as outlined in Section 11 of the St. Francis Personnel Policy.

In the event of termination, Bethel shall be refunded pro rata any pre-paid Fire Service Management Fees, alternately, St. Francis shall be paid on a pro rata basis for any services rendered prior to the date of termination.

- b. **Extension.** This Agreement may be extended beyond the time designated in Paragraph 3 of this Agreement by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement. In the event that the Agreement is not formally extended by written agreement and services continue, the terms of this Agreement will continue to apply until Termination noted in paragraph 10(a) or the parties enter into a written extension Agreement.
- c. **JPA parties will work in good faith to explore and enter into a Joint Powers Agreement (JPA) by December 21, 2026.** Cost of the creation of the Joint Powers Agreement and any related bylaws shall be split equally between St. Francis and Bethel.

**11. OWNERSHIP AND INSPECTION OF DOCUMENTS.** All documents including electronic data prepared under this Agreement will be the property of Bethel and will be collected and maintained in a manner as deemed appropriate by Bethel.

- a. **Records Availability and Retention.** The books, records, documents and accounting procedures and practices of the Fire Officials and St. Francis staff relevant to this Agreement are subject to examination by Bethel or its designated representative and the Legislative Auditor or State Auditor as appropriate. The Fire Officials and both parties to this Agreement will be bound under the provisions of the Minnesota Data Practices Act and will maintain records in a fashion consistent with Minnesota Statutes, Chapter 13.

**12. GENERAL PROVISIONS.**

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- b. **Amendments.** Any modifications or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U. S. First Class mail, postage prepaid, as follows:

City of St. Francis  
City Administrator  
23340 Cree Street NW  
St. Francis, MN 55070

City of Bethel  
City Clerk  
23860 Dewey St. PO Box 64  
Bethel, MN 55005

- d. **Captions.** Captions or heading contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- e. **Waivers.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provisions or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.
- f. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- g. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.
- h. **Successors and Assigns.** St. Francis shall not have any right to assign, transfer, or sublet its interest or obligations hereunder with the written consent of Bethel. However, nothing in this subparagraph shall prevent St. Francis from providing

Bethel with a substitute for the incumbent Fire Officials in the event of the Fire Officials' absence or separation.

- i. **Interpretation.** The laws of the State of Minnesota will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS, the parties hereto have executed this Agreement the day and year first above stated

**CITY OF BETHEL**

**CITY OF ST. FRANCIS**

---

Todd Miller  
Mayor

---

Joe Muehlbauer  
Mayor

---

Ginger Berg  
City Clerk

---

Kate Thunstrom  
City Administrator

Exhibit A

**Fire Management and Administrative Services:**

**Fire Management**

- 1) Management Services
  - a) Services to including day to day management of the fire department and emergency response model for the city of Bethel
  - b) Including collaboration with Anoka County Sheriff's Office, elected officials and all other city departments.
  - c) Provide a strong leadership presence
  - d) Create a culture of open dialogue with elected officials
  - e) Develop partnerships with surrounding communities
- 2) Training management and coordination
  - a) Develop and implement internal (monthly department trainings) and external (outside courses) training program which meets the annual training requirements for competency and certification levels for Fire, EMS, and Emergency Management.
- 3) Data collection, compilation, and analysis
  - a) Develop a comprehensive data recording and reporting process for calls for service, attendance, trends, and patterns of emergency operations.
  - b) Present quarterly reports and monthly comparisons to the elected officials
- 4) Code Enforcement
  - a) Build a fire safety program for commercial business that focuses on safety of facilities and employees in a non-confrontational manner.
  - b) Create lasting mutual beneficial relationships with the business owners regarding fire and safety planning.
  - c) Ensure that permit burns, recreational fires, egress and access to facilities and fire alarms and fire suppression systems meet community-based standards
  - d) Create, implement and perform public education programs for community families and business
- 5) Policy Development
  - a) Develop policies and procedures consistent with industry standards with input from staff and city stake holders
  - b) Create policies that are fair, firm and square
- 6) Policy Implementation
  - a) Implement policies and procedures with a consistent training plan reflective of desired expectations and performance.
  - b) Ensure that capabilities are reflective of the policies and procedures



7) Policy Enforcement

- a) Create a culture of accountability throughout the organization
- b) Appoint qualified, mission focused leaders to facilitate organization goals
- c) Address personnel concerns in a timely fashion with respect

8) Personnel Development, management, recruitment, retention

- a) Identify current certification levels and create opportunities for advancement
- b) Identify pathways for educational experiences
- c) Create a work environment based on trust, community and input
- d) Develop strategies of engagement for staff to take ownership within the organization

9) Asset Management – inventory, maintenance

- a) Create an inventory record of assets with a replacement and maintenance plan
- b) Ensure assets are being maintained in accordance with regulatory compliance (OSHA, NIOSH, NFPA)

10) Capital Equipment – inventory, maintenance and planning

- a) Identify capital equipment needs and create a long-term budget strategy for acquiring apparatus, SCBA, turnouts, and other high dollar expenditures
- b) Engage elected officials input regarding funding strategies and needs
- c) Implement a continuous inventory and status reports for major equipment

11) Organizational Strategic Planning

- a) Create, develop and implement a department based on community driven core values
- b) Create structural plans for the organization based on community growth ensuring that department capabilities meet future needs

11) Emergency Management

- a) Manage the Emergency Operations plan for the city of Bethel in cooperation with the Anoka County Sheriff, City Staff, and Elected Officials

12) Operations and Maintenance efficiencies

- a) Identify short term equipment needs
- b) Provide a budgeting process to acquire and replacement equipment within its expected life span
- c) Implement maintenance processes and policies to ensure equipment remains functional
- d) Conduct annual review of policies and procedures in regards to industry standards

14) Staffing increase and responsiveness increase

- a) Identify appropriate staffing levels for the fire department
- b) Hire, train and retain appropriate staffing levels
- c) Create a reporting systems, monthly and quarterly for city staff and elected officials

**Total Fire Management .....\$5,000 (per year for 3 years)**

**Administrative Services**

- 1) Perform Payroll Services, payables –
  - a) Deductions, timesheets, paychecks, record keeping
- 2) Overall Department Financial Management Recommendations and Review
  - a) Quarterly Expenditures Reporting
  - b) Capital Planning and Financing review and recommendations
    - i) Buildings, fleet, equipment, etc.
- 4) Human Resources consulting and policy, recommendations, implementation
- 5) Investigations, complaint review, disciplinary recommendations, etc.

**Administrative Services .....\$3,500.00**

**SUB TOTAL .....\$8,500.00**

**\*Proposal will include an additional flat rate annually for personnel cost Bethel, such as fire fighter pay, training costs, equipment costs, and all other normal operating expenditures**

**Call, Officer, Training Payroll.....\$10,000.00**

**Equipment.....\$1,500.00**

**\*\*Pension Contribution (For Fighters with a Bethel address or station assignment) \$500.00 per FF**

**Capital Contribution.....\$1,500.00**

**Total Contract Cost Year 1..... \$25,000**

**Public Safety Funds.....\$20,674**

**Total 1<sup>st</sup> Year Cost.....\$45,674**

**Bethel to utilize all Public Safety Funds allocated by the State of Minnesota 2023 Legislative Package to offset on-going operational cost of Fire Protection and Service provided by St. Francis over the 3 year contract period in the amount of \$20,674.00, in addition to the total Year 1 contract fees.**

**Total Contract Cost Year 2..... \$31,750**

**(Plus additional Capital Contribution and 3% increase, 2<sup>nd</sup> installment of Fire Management Fees)**

**Total Contract Cost Year 3.....\$32,522**

**(Plus additional Capital Contribution and 3% increase, 3<sup>rd</sup> installment of Fire Management Fees)**

**Bethel to retain ownership of the Fire Station and Apparatus and will be responsible for cost of maintenance, testing, repairs and utilities. To include but not limited to pump testing, hose testing, ladder testing, annual maintenance on fleet, and repairs of the building and fleet. Including PSDS fees for Anoka County.**

**This contract is subject to an annual increase of 3% per year, for the life of the contract.**

**\*Capital Contribution will increase in the amount of \$1,000.00 annually.**

**\*\*Pension assumption is based off of the current Bethel roster of 7 firefighters.**

**\*\*\*Bethel State Fire Aid to be allocated to the St. Francis Fire Department PERA SVF Account**