

CITY OF ST. FRANCIS CITY  
COUNCIL AGENDA  
December 7, 2015

ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)  
4115 Ambassador Blvd. NW  
6:00 pm

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
  - a. City Council Minutes – November 16, 2015
  - b. Acknowledge the URRWMO Unapproved Minutes – November 10, 2015
  - c. Pay Request No. 1 to LaTour Construction, Inc. for the 2015 Bridge Street Sewer improvement
  - d. Accept the Resignation of Fire Fighter Mark Isum
  - e. Payment of Claims
5. Meeting Open to the Public - *Open Forum is an opportunity for citizens to sign up before the Council meeting and present an issue or concern to City Council. Each presentation should be limited to no more than three minutes unless City Council grants more time.*
6. Petitions, Requests, Applications
  - a. Fire Department Badge Pinning: Ron Dehn
  - b. 2016 Proposed Budget Presentation
7. Ordinances & Resolution
  - a. Resolution 2015-65: Adjust the Levy
  - b. Resolution 2015-66: Certifying Taxes Payable in 2016
  - c. Resolution 2015-67: Adopting a Budget for 2016
  - d. Resolution 2015-68: License Renewals for 2016
8. Reports of Consultants & Staff Members
  - a. Engineer:
  - b. Attorney: Master Subscriber Agreement for Court Data Access – Resolution 2015-69
  - c. Staff:
    - Fire Dept.: Retirement Benefits presented by Spring Lake Park-Blaine-Mounds View Chief Nyles Zikmund
    - 1) City Administrator's Memorandum
      - a. Relief Association Benefit Increase – Resolution 2015-70
      - b. Relief Association Transition to PERA – Resolution 2015-71
      - c. Relief Association Employee Vesting – Resolution 2015-72
      - d. Relief Association Contribution – Resolution 2015-73
    - Public Works:
    - Liquor Store:
    - Police:
    - City Administrator: 2016 Cost of Living Adjustment
9. Reports from Council Members
10. Report from Mayor
11. Old Business
12. New Business
13. Adjournment

Calendar of Events

Dec 9: Santa and the Firetruck in various neighborhoods 6 pm  
Dec 10: Picture with Santa @ Police Department Lobby 5-7 pm  
Dec 21 : City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Dec 24: City Offices Closed for the Christmas Holiday

# MEMO

TO: Mayor & City Council

FROM: Joe Kohlmann, City Administrator

RE: Agenda Memorandum – December 7<sup>th</sup>, 2015 Meeting

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## Agenda Items:

### 4. Consent Agenda:

- a. City Council Minutes – November 16<sup>th</sup>, 2015
- b. Acknowledge the URRWMO Unapproved Minutes 11/10/15.
- c. Pay Request #1 to LaTour Construction, Inc. – 2015 Bridge Street Sewer Improvement.
- d. Accept Resignation of Fire Fighter Mark Isum
- e. Payment of Claims-

### 6. Petitions, Requests, Applications:

- a. Fire Department Badge Pinning – Ron Dehn
- b. 2016 Proposed Budget Presentation – Darcy Mulvihill will present a power point on the 2016 Budget. Applicable Resolutions to follow under Ordinances/Resolutions. The budget is proposed to increase 2%.
  - 1% is dedicated to pay bonds for projects where debt was accumulated
  - 1% is dedicated to capital purchases

### 7. Ordinances & Resolutions:

- a. Resolution 2015-65 – To approve adjusting the tax levy for the G.O. Improvement and Utility Revenue Bonds, series 2015A. This for the Kerry Street improvements.
- b. Resolution 2015-66: Resolution certifying taxes payable in 2016. This is the 2016 tax levy.
- c. Resolution 2015-67- A Resolution Adopting a Budget for 2016. Includes department appropriations and capital outlay.
- d. Resolution 2015-68: A Resolution approving licensing renewals. These include Liquor Licenses; Wine/Beer License; Tobacco License; Amusement Machine Licenses; Refuse Haulers; Towing License; 3.2 On-Sale License.

### 8. Reports:

a. **Engineer:**

b. **Attorney:** *Resolution 2015-69* - The City Attorney recommends the authorization of a Master Subscriber Agreement to access records.

c. **Staff:**

**Building Official:**

**Fire:** S.B.M. Chief Nyles Zikmund will be presenting on the Relief Association's behalf. The Council has the opportunity to approve, deny or table any and all requests.

- 1) **Benefit Increase:** The proposal is to increase the annual fire fighter benefit from \$2,100 to \$3,100. See Administrator's Memo regarding this topic.
- 2) **PERA Enrollment/5-year vesting** – If the City allows PERA enrollment, any and all fire fighters with 5+ years of experience will become vested, per State Law. See Administrator's Memo regarding this topic.
- 3) **\$500 annual contribution per fire fighter** - the City has not budgeted this for 2016. See Administrator's Memo regarding this topic.

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator:** The City Administrator is looking for direction/discussion on Non-Union Cost of Living Adjustment (COLA). The Police and Public Works Unions will receive 2.5% increases for 2016. The 2016 Budget included 3.25% for Non-Union COLA. This was unsettled and unresolved mainly due to transition in Staff. Therefore, the 2015 increase was inserted into the 2016 Budget for planning purposes. Discuss with the City Administrator and provide a motion to approve a Cost of Living Adjustment for Non-Union Employees effective January 1<sup>st</sup>, 2016.

11. **Old Business:**

12. **New Business:**

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

CITY COUNCIL MINUTES

NOVEMBER 16, 2015

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Pro Tem Tim Brown at 6:00 pm.
2. **Roll Call:** Present were Mayor Pro Tem Tim Brown. Council members Richard Orpen, Rich Skordahl, and Chris McClish. Steve Kane excused. Also present were City Engineer Jared Voge (Bolton & Menk, Inc.), City Attorney Scott Lepak (Barna, Guzy & Steffen), Public Works Director Paul Teicher, Police Chief Jeff Harapat, Fire Chief Matt Kohout, Building Official Andy Schreder, City Finance Director Darcy Mulvihill, City Administrator Joe Kohlmann, and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY McCLISH SECOND ORPEN TO ADOPT THE NOVEMBER 16, 2015 CITY COUNCIL AGENDA. Motion carried 4-0.
4. **Consent Agenda:** MOTION BY McCLISH SECOND SKORDAHL TO APPROVE THE NOVEMBER 16, 2015, CITY COUNCIL CONSENT AGENDA A-D AS FOLLOWS:
  - a. City Council Minutes – November 2, 2015
  - b. Pay Request No. 3 & No. 4 to Gridor Construction, Inc. for the Wastewater Treatment Facility Improvements
  - c. Payment of Claims \$4,135,000.12 (ACH 129E-131E \$113,762.76 and Checks 69872-69940 \$4,021,237.36) Motion carried 4-0.
5. **Meeting Open to the Public:** None.
6. **Petitions, Requests, Applications:**
7. **Ordinances & Resolution:**
  - a. **Ordinance 211, Second Series: Amending Fee Schedule for Building Permits (1997 Uniform Building Code) within the City of St. Francis – Second Reading:** MOTION BY SKORDAHL SECOND McCLISH APPROVING THE SECOND READING OF ORDINANCE 211, SECOND SERIES AMENDING THE FEE SCHEDULE FOR BUILDING PERMITS (1997 Uniform Building Code) WITH IN THE CITY OF ST. FRANCIS. Ayes: Skordahl, Orpen, McClish and Brown Nays: None Motion carried 4 -0.
  - b. **Resolution 2015-64: Summary Publication of Ordinance 211, Second Series:** MOTION BY BROWN SECOND ORPEN TO ADOPT RESOLUTION 2015-64 A RESOLUTION AUTHORIZING THE SUMMARY PUBLICATION OF ORDINANCE 211, SECOND SERIES. Motion carried 4-0.
  - c. **Ordinance 212, Second Series: Amending Section 2-9-1 of the City Code Regarding the Fee Schedule-Second Reading:** The building official provided a

memorandum and a list a surrounding communities current fees. MOTION BY SKORDAHL SECOND McCLISH TO ADOPT THE SECOND READING OF ORDINANCE 212, SECOND SERIES AMENDING SECTION 2-9-1 OF THE CITY CODE REGARDING THE FEE SCHEDULE. Orpen asked what is a water conditioning fee. Schreder stated it is a water softening fee. Orpen asked what is the cost associated with this. Irrigation cost is \$75.00 what does that include. Schreder stated thank you for allowing me to explain. There are set fees and some permits are based on valuation. When a permit is pulled Schreder explained what the process is to issue and inspect. Orpen asked how many people are compliant now, is this going to make more people not getting permits. Schreder stated you want to get reimbursed for the time but if the permits are too high they will not pull them that is why there is a fine line on not to charge too much. Ayes: McClish, Skordahl and Brown. Nays: Orpen Motion failed for the lack of a 4/5 vote.

**d. Resolution 2015-65: Summary Publication of Ordinance 212, Second Series:**  
No summary publication resolution due to the fact the ordinance did not pass.

**8. Reports of Consultants & Staff Members:**

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

**Bldg. Official:**

**Fire Dept.: Hiring of Paid On-Call Fire Fighters:** Fire Chief Matt Kohout asked for council consideration to proceed with the hiring of five new fire fighters. Seventeen were interviewed by the hiring panel. This was a very good group of interested candidates. The reasoning for asking to hire five at this time is the Anoka County Fire Academy is conducting their last Academy starting in March 2016. The benefits of sending the new fire fighters to this academy is all the training is free, reimbursement for a majority of the fire gear and reimbursed for the workplace assessment. This is a huge financial savings to the city. The council asked will this keep us ahead or status quo. Kohout said there is a resignation coming in from a current firefighter and there is a potential for some retiring too . MOTION BY BROWN SECOND McCLISH TO MOVE FORWARD TO HAVE FIVE FIRE FIGHTERS GO THROUGH THE HIRING PROCESS. Motion carried 4-0.

**Public Works:**

**Liquor Store:**

**Police Dept: Forfeiture Fund:** Police Chief Jeff Harapat reported on the Forfeiture Fund. The law is specific on how these expenditures can be spent. There is no council action needed but I wanted you to be informed. Forfeiture expenditures cannot be a budgeted items but must be equipment for the police department. Three actions we are looking at doing. 1) Replace 4 Tazers \$890.66 each, 2) Add 2 Motorola Radios that are encrypted \$3,990 each, and 3) Replace the 2008 Black UTV CF Moto, with a Polaris Ranger Crew at approximately \$21,000. This would end with our Forfeiture Fund reduced to \$5,500. Again, Chief Harapat stated statutorily the expenditures need to be used for unbudgeted items. Orpen asked wouldn't it be more cost effective to buy another squad than a UTV? Chief Harapat said he thought the same thing too at first but with looking at the cost of the car, set up cost , radio and computer it is not cost effective. This vehicle can now go down park trail, fields in areas we cannot get there by a squad car. Brown asked about the encrypted radios. Harapat said that is a

movement that is already happening, not just in our department. Brown asked what the life expectancy of the UTV? They say the Polaris 10 years but I think it will last much longer. McClish feel all three of these items are important to the department. Skordahl said I too support this. How often does this type of action happen? Harapat said not yearly but when the balance gets higher and we realize we need items that are more expensive.

Audience member stated, “Point of order” why wasn’t the resolution for Ordinance 212 acted on? Brown asked Lepak to explain the reasoning. Lepak stated an ordinance needs a 4/5 vote there for with a 3 to 1 vote the ordinance did not pass and there was no need for the summary publication.

**City Administrator: Authorization to Advertise for Office Support:** Kohlmann gave the back on the creation of the Office Assistant position. MOTION BY McCLISH SECOND SKORDAHL TO APPROVE THE CREATION AND ADVERTISEMENT OF THE OFFICE ASSISTANT POSITION. Motion carried 4-0.

9. **Reports from Council Members:** Skordahl said I will not be at the December 7, 2015 City Council meeting. Skordahl thanked the department heads for coming to tonight’s meeting.

10. **Report from Mayor:** None.

11. **Old Business:** McClish reported that MnDOT has reviewed and approved the new school speed zone during school hours from 50 mph to 40 mph. Question was asked what type of signage will be used. Voge said the notice just came out recently but not a lot of detail on the type of signage. We will forward any information on to you.

12. **New Business:** Orpen asked about allowing chickens in back yard. Orpen ask the rest of the council’s opinion. Staff will come back with a report.

13. **Adjournment:** MOTION BY ORPEN SECOND SKORDAHL TO ADJOURN THE REGULAR CITY COUNCIL MEETING at 6:32 pm. Motion carried 3-1. Brown voting nay.

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Barbara I. Held, City Clerk

Upper Rum River Watershed Management Organization  
Meeting Minutes for November 10, 2015

1. CALL TO ORDER

Chair Denno called the meeting to order at 7:00 pm.

2. ROLL CALL

Present: Dan Denno, Chair  
Lan Tornes, Vice Chair  
Todd Miller  
Kevin Armstrong, Secretary  
Scott Heaton  
Calvin Bahr  
Ann Arcand  
Ron Koller

Absent: John Wangenstein  
Malcolm Vinger II  
Richard Orpen  
Randy Bettinger

Audience: Jamie Schurbon, Anoka Conservation District (ACD)  
Dan Fabian, Minnesota Board of Water & Soil Resources (BWSR)

3. APPROVAL OF AGENDA

**Koller moved and Tornes seconded to approve the agenda as presented. Motion carried.**

4. APPROVAL OF MINUTES

**Koller moved and Arcand seconded to approve the September 1, 2015 minutes as written. Motion carried.**

5. TREASURER'S REPORT

As of 10/31/15 total assets and total liabilities are each \$7,217.78. **Heaton moved and Bahr seconded to approve the Treasurer's report as presented. Motion carried.**

Armstrong reported that the audit is underway and that he expects the 1<sup>st</sup> draft by the end of the week. Armstrong will send a copy of the draft to board members, with comments to be sent back to Armstrong who will then submit the audit to BWSR. Audit invoice will be on the January 2016 agenda.

Market value percentages used for auditing purposes was last updated in 2006. Concensus of the board was to get a current update of the market value percentages.

6. UNFINISHED BUSINESS

A. 2016 budget ratification by member cities – All member cities have ratified the 2016 budget.

B. Review proposals for writing 4<sup>th</sup> Generation Watershed Plan (Plan) – Dan Fabian distributed and reviewed useful information and guides to use during the Plan process. Bahr asked Schurbon for an overview of the Watershed Restoration and Protection Plan (WRAPP), since it will be part of the PLAN. The Board discussed the pros and cons of the WRAPP and how WMOs are affected.

Proposals were received from Anoka Conservation District, MSA Professional Services, and WSB & Associates, Inc. With so many different factors involved when reviewing proposals, Armstrong suggested using an evaluation grid for each proposal. **Armstrong moved and Arcand seconded to schedule a December 8<sup>th</sup> meeting for 7:00 pm at Sandhill Center for the Arts for proposal presentations. Motion carried.** Chair Denno will notify the three businesses of the scheduled meeting allowing 20 minute presentations with Q & A to follow each presentation.

The first step to start the Plan process is to request upfront input. Taking the Plan timeline into consideration with no proposal awarded as of yet, Schurbon offered that ACD could send plan update notifications and gather information from agencies for a fee of \$798.00 (with gathered information to be given to the business awarded the proposal). **Heaton moved and Bahr seconded to direct Anoka Conservation District to provide notice that the URRWMO is beginning the Plan update process to the member cities, state review agencies, neighboring water planners and others, and request priority concerns, applicable data, official controls and other information per MN Rules 8410.0045, with Anoka Conservation District to be paid \$798.00 for these services. Motion carried.**

## 7. NEW BUSINESS

A. Reschedule March 2016 meeting date – **Bahr moved and Armstrong seconded to reschedule the March meeting to March 8, 2016. Motion carried.**

B. Potential rezoning project – FYI, no action needed.

C. Directive to send 1<sup>st</sup> half of 2016 budget invoicing – **Heaton moved and Bahr seconded to direct Gessner to invoice member cities for the 1<sup>st</sup> half of the 2016 budget. Motion carried.**

## 8. MAIL

## 9. OTHER

## 10. INVOICE APPROVAL(S)

A. Recording secretary November invoice - **Heaton moved and Bahr seconded to approve the recording secretary November invoice for \$175.00. Motion carried.**

## 11. ADJOURN

**Heaton moved and Armstrong seconded to adjourn at 8:52 pm. Motion carried.**



# BOLTON & MENK, INC.®

## Consulting Engineers & Surveyors

7533 Sunwood Drive NW • Ramsey, MN 55303

Phone (763) 433-2851 • Fax (763) 427-0833

www.bolton-menk.com

November 6, 2015

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

RE: 2015 – Bridge Street Utility Improvements  
St. Francis, Minnesota  
BMI Project No: R18.107257

Dear Joe:

Enclosed please find three signed copies of Payment Estimate No. 1 for the above referenced project. This estimate includes all work completed through October 30, 2015. We have reviewed the estimate and have approved it as submitted. Please review the estimate and, if acceptable, sign and date all copies of the estimate and forward one copy to LaTour Construction, Inc. with payment, one copy to myself and keep one copy for your records.

Thank you for taking the time to review this estimate. Please feel free to call me if you have any questions or would like to discuss the estimate.

Sincerely,

BOLTON & MENK, INC.

Jared Voge, P.E.  
City Engineer

JAV/kg

Enclosures

CONTRACTOR'S PAY REQUEST  
2015 BRIDGE STREET SEWER IMPROVEMENTS  
ST. FRANCIS, MINNESOTA  
BMI PROJECT NO. R18.107257

CONTRACTOR  
OWNER  
ENGINEER

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS.....	\$	37,590.00
TOTAL, COMPLETED WORK TO DATE.....	\$	37,590.00
TOTAL, STORED MATERIALS TO DATE.....		\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED.....		\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$	37,590.00
RETAINED PERCENTAGE ( 5% ).....	\$	1,879.50
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$	35,710.50
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$	-
PAY CONTRACTOR AS ESTIMATE NO. 1 .....	\$	35,710.50

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: LaTour Construction, Inc.  
2134 County Road 8 NW  
Maple Lake, MN 55358

By Jared Voge ESTIMATOR / PM 11/6/15  
Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By Jared Voge City Engineer 11/6/15  
Jared Voge, P.E. Title Date

APPROVED FOR PAYMENT:  
Owner: ST. FRANCIS, MINNESOTA

By Joe Kohlmann City Administrator  
Joe Kohlmann Title Date

**PARTIAL PAY ESTIMATE NO. 1**  
 2015 BRIDGE STREET SEWER IMPROVEMENTS  
 ST. FRANCIS, MINNESOTA  
 BMI PROJECT NO. R18.107257

WORK COMPLETED THROUGH OCTOBER 30, 2015

ITEM NO.	DESCRIPTION	UNIT PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
1	MOBILIZATION	\$ 172,000.00	1	LUMP SUM \$ 172,000.00	-	-	0.15	\$ 25,800.00
2	CLEARING AND GRUBBING	\$ 16,000.00	1	LUMP SUM \$ 16,000.00	-	-	0.45	\$ 7,200.00
3	REMOVE CONCRETE CURB & GUTTER	\$ 4.00	580	LIN FT \$ 2,320.00	-	-	-	-
4	REMOVE BITUMINOUS PAVEMENT	\$ 3.25	4001	SQ YD \$ 13,009.25	-	-	-	-
5	REMOVE CONCRETE PAVEMENT	\$ 6.40	200	SQ YD \$ 1,280.00	-	-	-	-
6	REMOVE SANITARY SEWER PIPE	\$ 4.50	2025	LIN FT \$ 9,112.50	-	-	-	-
7	REMOVE SANITARY SEWER STRUCTURE	\$ 420.00	13	EACH \$ 5,460.00	-	-	-	-
8	ABANDON SANITARY SEWER PIPE	\$ 3.45	706	LIN FT \$ 2,435.70	-	-	-	-
9	REMOVE LIFT STATION	\$ 8,600.00	1	LUMP SUM \$ 8,600.00	-	-	-	-
10	COMMON EXCAVATION (P) (EV)	\$ 9.75	2675	CU YD \$ 26,081.25	-	-	-	-
11	SELECT GRANULAR BORROW	\$ 16.45	1735	CU YD \$ 28,540.75	-	-	-	-
12	AGGREGATE SURFACING CLASS 5	\$ 20.00	50	TON \$ 1,000.00	-	-	-	-
13	AGGREGATE BASE CLASS 5 (CV)	\$ 29.65	875	CU YD \$ 25,943.75	-	-	-	-
14	TYPE SP 12.5 WEARING COURSE (3.C) (SPWEB340C) (2360)	\$ 97.15	645	TON \$ 62,661.75	-	-	-	-
15	TYPE SP 12.5 NON-WEARING COURSE (3.B) (SPNWB330B) (2360)	\$ 86.35	670	TON \$ 57,854.50	-	-	-	-
16	8" X 6" PVC SDR 26 WYE	\$ 725.00	7	EACH \$ 5,075.00	-	-	-	-
17	CONNECT TO EXISTING SANITARY SEWER SERVICE	\$ 140.00	7	EACH \$ 980.00	-	-	-	-
18	AIR RELIEF MANHOLE	\$ 3,890.00	4	EACH \$ 15,320.00	-	-	-	-
19	AIR RELIEF VALVE ASSEMBLY	\$ 2,845.00	4	EACH \$ 11,380.00	-	-	-	-
20	CONNECT TO EXISTING FORCEMAIN	\$ 1,630.00	4	EACH \$ 6,520.00	-	-	-	-
21	20" STEEL CASING PIPE (JACKED)	\$ 754.00	38	LIN FT \$ 28,652.00	-	-	-	-
22	30" STEEL CASING PIPE (JACKED)	\$ 709.00	65	LIN FT \$ 46,085.00	-	-	-	-
23	8" PVC SANITARY SEWER PIPE SDR 35	\$ 42.60	784.00	LIN FT \$ 33,398.40	-	-	-	-
24	12" PVC SANITARY SEWER PIPE SDR 26	\$ 57.00	29.00	LIN FT \$ 1,653.00	-	-	-	-
25	18" PVC SANITARY SEWER PIPE SDR 26	\$ 82.65	2303.00	LIN FT \$ 190,342.95	-	-	-	-
26	10" ID FORCEMAIN TRENCHLESS INSTALLATION	\$ 65.00	2512	LIN FT \$ 163,280.00	-	-	-	-
27	10" ID HDPE DR 11 FORCEMAIN TRENCHLESS INSTALLATION	\$ 79.00	700	LIN FT \$ 55,300.00	-	-	-	-
28	6" PVC SANITARY SEWER PIPE SDR 26	\$ 29.75	110	LIN FT \$ 3,272.50	-	-	-	-
29	CASTING ASSEMBLY (SANITARY)	\$ 761.00	11	EACH \$ 8,371.00	-	-	-	-
30	CONNECT TO EXISTING WATERMAIN	\$ 1,300.00	1	EACH \$ 1,300.00	-	-	-	-
31	6" GATE VALVE & BOX	\$ 1,525.00	2	EACH \$ 3,050.00	-	-	-	-
32	8" GATE VALVE & BOX	\$ 2,020.00	1	EACH \$ 2,020.00	-	-	-	-
33	10" GATE VALVE & BOX	\$ 2,700.00	1	EACH \$ 2,700.00	-	-	-	-
34	HYDRANT	\$ 3,950.00	1	EACH \$ 3,950.00	-	-	-	-
35	6" PVC C-900 DR 18 WATERMAIN	\$ 37.00	5	LIN FT \$ 185.00	-	-	-	-
36	8" PVC C-900 DR 18 WATERMAIN	\$ 24.50	240.00	LIN FT \$ 5,880.00	-	-	-	-
37	CONNECT TO EXISTING SANITARY SEWER	\$ 2,700.00	5	EACH \$ 13,500.00	-	-	-	-
38	CONSTRUCT SANITARY MANHOLE, DES. 4007	\$ 178.00	154	LIN FT \$ 27,412.00	-	-	-	-
39	SANITARY SEWER BYPASS	\$ 13,900.00	1	LUMP SUM \$ 13,900.00	-	-	-	-
40	PIPE FITTINGS	\$ 7.25	367	POUND \$ 2,660.75	-	-	-	-

ITEM NO.	DESCRIPTION	UNIT PRICE	CONTRACT		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			BID QUANTITY	BID AMOUNT	QUANT	AMOUNT	QUANT	AMOUNT
41	5' CONCRETE SIDEWALK	\$ 7.00	755	\$ 5,285.00	-	-	-	-
42	B618 CONCRETE CURB & GUTTER	\$ 24.55	580	\$ 14,239.00	-	-	-	-
43	7" CONCRETE DRIVEWAY PAVEMENT	\$ 72.25	165	\$ 11,921.25	-	-	-	-
44	TRAFFIC CONTROL	\$ 11,700.00	1	\$ 11,700.00	-	-	0.25	2,925.00
45	SILT FENCE, TYPE MACHINE SLICED	\$ 1.95	2630	\$ 5,128.50	-	-	-	-
46	STORM DRAIN INLET PROTECTION	\$ 100.00	13	\$ 1,300.00	-	-	-	-
47	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$ 4.50	850	\$ 3,825.00	-	-	370	1,665.00
48	STABILIZED CONSTRUCTION ENTRANCE	\$ 850.00	1	\$ 850.00	-	-	-	-
49	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER TYPE 3 (22-3)	\$ 2.65	760	\$ 2,014.00	-	-	-	-
50	HYDRAULIC MATRIX TYPE BONDED FIBER, SEED MIX 25-131, FERTILIZER TYPE 3 (22-3)	\$ 1.05	8180	\$ 8,589.00	-	-	-	-
51	4" SOLID LINE WHITE - EPOXY	\$ 0.70	2175	\$ 1,522.50	-	-	-	-
52	4" SOLID DOUBLE LINE YELLOW - EPOXY	\$ 1.40	2,540	\$ 3,556.00	-	-	-	-
53	FLOW METER REPLACEMENT	\$ 27,600.00	2	\$ 55,200.00	-	-	-	-
<b>TOTAL =</b>				\$ 1,203,611.30	\$	-	\$	37,590.00

Chief Kohout,

I am writing you this letter to inform you of my resignation from the St. Francis Fire Department effective November 23<sup>rd</sup>, 2015. I would like to thank the fire department for providing me the training and support needed to do my job. I have enjoyed my time with the department and regret the need to resign due to a recent move in another city. I thank you for all of the opportunities that were given to me during my time with the department and wish everyone well.

Sincerely,

Mark Isum



PAYMENT BATCH AP 12-07-15

**AIRGAS NORTH CENTRAL**

11/18/2015	9045626259	E 101-43100-217	Other Operating Supplies	RENTAL	7.88
11/18/2015	9045626259	E 101-43210-217	Other Operating Supplies	RENTAL	7.88
11/18/2015	9045626259	E 101-45200-217	Other Operating Supplies	RENTAL	7.88
11/18/2015	9045626259	E 601-49440-217	Other Operating Supplies	RENTAL	7.88
11/18/2015	9045626259	E 602-49490-217	Other Operating Supplies	RENTAL	7.89
					\$39.41

**ALLIED BLACKTOP COMPANY**

11/24/2015	21533	E 101-43100-403	Street Sweeping	FALL SWEEPING	1,981.00
					\$1,981.00

**ALLINA HEALTH**

10/31/2015	II10020104	E 101-42210-305	Medical & Testing Fees	3RD QUARTER	315.00
					\$315.00

**ASSURANT EMPLOYEE BENEFITS**

12/01/2015	.1215	E 101-41400-130	Employer Paid Insurance	DECEMBER INSURANCE	190.75
12/01/2015	.1215	E 101-41500-130	Employer Paid Insurance	DECEMBER INSURANCE	71.32
12/01/2015	.1215	E 101-42110-130	Employer Paid Insurance	DECEMBER INSURANCE	647.26
12/01/2015	.1215	E 101-42400-130	Employer Paid Insurance	DECEMBER INSURANCE	106.88
12/01/2015	.1215	E 101-43100-130	Employer Paid Insurance	DECEMBER INSURANCE	146.86
12/01/2015	.1215	E 101-43210-130	Employer Paid Insurance	DECEMBER INSURANCE	32.64
12/01/2015	.1215	E 101-45200-130	Employer Paid Insurance	DECEMBER INSURANCE	146.86
12/01/2015	.1215	E 601-49440-130	Employer Paid Insurance	DECEMBER INSURANCE	54.49
12/01/2015	.1215	E 602-49490-130	Employer Paid Insurance	DECEMBER INSURANCE	54.49
12/01/2015	.1215	E 609-49750-130	Employer Paid Insurance	DECEMBER INSURANCE	118.27
					\$1,569.82

**BELLBOY CORPORATION**

11/25/2015	51174700	E 609-49751-251	Liquor For Resale	LIQUOR	257.45
					\$257.45

**BJORKLUND COMPANIES**

10/14/2015	22134	E 101-43100-407	Gravel Repair & Maint	GRAVEL	3,573.26
					\$3,573.26

**BOLTON & MENK, INC.**

11/20/2015	184778	G 602-16500	Construction in Progress	2015 BRIDGE ST IMPROVEMENT	10,939.50
11/20/2015	184779	E 101-43100-303	Engineering Fees	2015 GENERAL ENGINEERING	260.00
11/20/2015	184780	E 101-43100-303	Engineering Fees	2015 STATE AID	413.00
11/20/2015	184781	E 101-43100-303	Engineering Fees	DOWNTOWN PARKING	360.00
11/20/2015	184783	E 101-41910-303	Engineering Fees	EAST SHOP PLAT	45.00
11/20/2015	184784	E 416-43100-303	Engineering Fees	KERRY ST/232ND LANE	1,360.50
11/20/2015	184785	E 417-43100-303	Engineering Fees	PEDERSON DRIVE	6,540.00
11/20/2015	184786	G 803-22137	Esc-TCO-Assited Living Facility	TRANSITIONAL CARE	1,223.00
					\$21,141.00

**BROTHERS FIRE PROTECTION CO**

11/24/2015	97583	E 101-42110-401	Repairs/Maint Buildings	POLICE GATE	82.00
11/24/2015	97583	E 101-43100-401	Repairs/Maint Buildings	POLICE GATE	82.00
11/24/2015	97583	E 101-45200-401	Repairs/Maint Buildings	POLICE GATE	82.00
11/24/2015	97583	E 601-49440-401	Repairs/Maint Buildings	POLICE GATE	82.00
11/24/2015	97583	E 602-49490-401	Repairs/Maint Buildings	POLICE GATE	82.00

\$410.00

**BROWN, ROBERT**

G 803-22000 Deposits REFUND ESCROW 200.00  
\$200.00

**BUSINESS FORMS AND ACCOUNTING**

11/25/2015 50656 E 101-41400-200 Office Supplies W-2S & 1099S 54.75  
11/25/2015 50656 E 601-49440-200 Office Supplies W-2S & 1099S 54.75  
11/25/2015 50656 E 602-49490-200 Office Supplies W-2S & 1099S 54.75  
11/25/2015 50656 E 609-49750-200 Office Supplies W-2S & 1099S 54.75  
\$219.00

**CENTERPOINT ENERGY**

11/17/2015 .1115 E 101-41940-383 Gas Utilities CITY HALL #1 20.68  
11/17/2015 .1115 E 101-41940-383 Gas Utilities CITY HALL #2 17.99  
11/17/2015 .1115 E 101-41940-383 Gas Utilities CITY HALL #4 21.57  
11/17/2015 .1115 E 101-41940-383 Gas Utilities CITY HALL #3 24.42  
11/17/2015 .1115 E 101-42110-383 Gas Utilities POLICE/PW 264.98  
11/17/2015 .1115 E 101-42210-383 Gas Utilities FIRE 471.71  
11/17/2015 .1115 E 101-42210-383 Gas Utilities FIRE 19.85  
11/17/2015 .1115 E 101-43100-383 Gas Utilities POLICE/PW 66.24  
11/17/2015 .1115 E 101-45200-383 Gas Utilities POLICE/PW 66.24  
11/17/2015 .1115 E 101-45200-383 Gas Utilities WARMING HOUSE 85.53  
11/17/2015 .1115 E 601-49440-383 Gas Utilities WATER PLANT 631.43  
11/17/2015 .1115 E 601-49440-383 Gas Utilities POLICE/PW 66.24  
11/17/2015 .1115 E 601-49440-383 Gas Utilities PUBLIC WORKS (4020 ST FRAN 23.76  
11/17/2015 .1115 E 602-49490-383 Gas Utilities WWTP 42.76  
11/17/2015 .1115 E 602-49490-383 Gas Utilities POLICE/PW 66.25  
11/17/2015 .1115 E 602-49490-383 Gas Utilities PUBLIC WORKS (4020 ST FRAN 23.76  
11/17/2015 .1115 E 602-49490-383 Gas Utilities LIFT (23699 AMBASSADOR) 18.53  
11/17/2015 .1115 E 609-49750-383 Gas Utilities LIQUOR 61.06  
\$1,993.00

**CITY EMPLOYEES UNION, LOCAL #3**

G 101-21707 Union Dues DECEMBER 188.00  
\$188.00

**COCA COLA REFRESHMENTS**

11/10/2015 0118339313 E 609-49751-254 Miscellaneous Merchandise MISC 204.14  
11/10/2015 0118339314 E 609-49751-254 Miscellaneous Merchandise MISC (31.20)  
11/17/2015 0118339713 E 609-49751-254 Miscellaneous Merchandise MISC 422.52  
\$595.46

**COLONIAL INSURANCE**

11/25/2015 7129661-1205526 G 101-21712 Colonial Insurance DECEMBER INSURANCE 322.70  
\$322.70

**CONNEXUS ENERGY**

11/20/2015 .1115 E 101-41940-381 Electric Utilities CITY HALL 251.48  
11/20/2015 .1115 E 101-41940-381 Electric Utilities SIGN 76.70  
11/20/2015 .1115 E 101-42110-381 Electric Utilities ELECTRIC 808.53  
11/20/2015 .1115 E 101-42110-381 Electric Utilities SIRENS 10.00  
11/20/2015 .1115 E 101-42210-381 Electric Utilities FIRE 350.68  
11/20/2015 .1115 E 101-43100-381 Electric Utilities POLICE/PW 202.13  
11/20/2015 .1115 E 101-43100-386 Street Lighting STREET LIGHTS 3,416.42  
11/20/2015 .1115 E 101-45200-381 Electric Utilities POLICE/PW 202.13  
11/20/2015 .1115 E 101-45200-381 Electric Utilities PARKS 234.46  
11/20/2015 .1115 E 601-49440-380 Electric-System WATER 3,637.52  
11/20/2015 .1115 E 601-49440-381 Electric Utilities POLICE/PW 202.13  
11/20/2015 .1115 E 602-49490-381 Electric Utilities POLICE/PW 202.13  
11/20/2015 .1115 E 602-49490-381 Electric Utilities LIFT STATIONS 7,370.15  
11/20/2015 .1115 E 609-49750-381 Electric Utilities LIQUOR 963.50  
\$17,927.96

**CRYSTAL SPRINGS ICE**

11/16/2015	001.B000963	E 609-49751-254	Miscellaneous Merchandise	MISC	36.48
					\$36.48

**DAHLHEIMER DIST. CO. INC.**

11/11/2015	118089	E 609-49751-252	Beer For Resale	BEER	5,466.90
11/11/2015	118089	E 609-49751-254	Miscellaneous Merchandise	MISC	264.00
11/18/2015	118239	E 609-49751-252	Beer For Resale	BEER	17,619.65
11/18/2015	118239	E 609-49751-254	Miscellaneous Merchandise	MISC	84.00
11/25/2015	118598	E 609-49751-252	Beer For Resale	BEER	5,053.45
11/25/2015	118598	E 609-49751-255	N/A Products	N/A	57.90
					\$28,545.90

**DELTA DENTAL**

11/15/2015	6261903	G 101-21711	Dental Insurance	DECEMBER	504.10
					\$504.10

**DESCHENES, MICHELE**

		G 101-22000	Deposits	REISSUE CK #69891	100.00
					\$100.00

**EAGLE GARAGE DOOR CO.**

11/10/2015	4003	E 101-42110-401	Repairs/Maint Buildings	FIX GARAGE DOOR	28.50
11/10/2015	4003	E 101-43100-401	Repairs/Maint Buildings	FIX GARAGE DOOR	28.50
11/10/2015	4003	E 101-45200-401	Repairs/Maint Buildings	FIX GARAGE DOOR	28.50
11/10/2015	4003	E 601-49440-401	Repairs/Maint Buildings	FIX GARAGE DOOR	28.50
11/10/2015	4003	E 602-49490-401	Repairs/Maint Buildings	FIX GARAGE DOOR	28.50
					\$142.50

**ECM PUBLISHERS, INC.**

11/22/2015	279096	E 609-49750-340	Advertising	LIQUOR AD	500.00
11/27/2015	280858	E 101-41400-351	Legal Notices Publishing	PROPOSED BUDGET	37.63
					\$537.63

**ELECTRIC SIGN & LIGHTING, INC.**

09/11/2015	18468	E 101-43100-401	Repairs/Maint Buildings	SIGN	16.25
09/11/2015	18468	E 101-45200-401	Repairs/Maint Buildings	SIGN	16.25
09/11/2015	18468	E 601-49440-401	Repairs/Maint Buildings	SIGN	16.25
09/11/2015	18468	E 602-49490-401	Repairs/Maint Buildings	SIGN	16.25
					\$65.00

**ELITE SANITATION**

11/24/2015	22904	E 101-45200-402	Janitorial Service	TOILET RENTAL	678.00
					\$678.00

**EMERGENCY APARATUS MAINTENENC**

11/06/2015	83829	E 101-42210-221	Vehicle Repair & Maintenance	ENGINE #2	755.33
					\$755.33

**EMERGENCY AUTOMOTIVE TECH. INC**

11/25/2015	RS4300	E 101-42110-221	Vehicle Repair & Maintenance	CAMERA CABLE SQUAD 113	85.00
					\$85.00

**FAIRVIEW**

11/17/2015	14001521761	E 101-42210-305	Medical & Testing Fees	SHOTS-GRIEGO	120.00
					\$120.00

**FLAHERTYS HAPPY TYME CO**

11/25/2015	1984	E 609-49751-254	Miscellaneous Merchandise	MISC	108.00
					\$108.00

**G&K SERVICES, INC**

11/17/2015	1043335318	E 609-49750-219	Rug Maintenance	RUGS	11.23
11/17/2015	1043335319	E 601-49440-402	Janitorial Service	RUGS	23.04
11/17/2015	1043335321	E 101-42110-402	Janitorial Service	RUGS	21.32

11/17/2015	1043335321	E 101-43100-402	Janitorial Service	RUGS	5.32
11/17/2015	1043335321	E 101-45200-402	Janitorial Service	RUGS	5.32
11/17/2015	1043335321	E 601-49440-402	Janitorial Service	RUGS	5.32
11/17/2015	1043335321	E 602-49490-402	Janitorial Service	RUGS	5.32
11/17/2015	1043335322	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
11/17/2015	1043335322	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
11/24/2015	1043340884	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
11/24/2015	1043340884	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
12/01/2015	1043346444	E 101-41940-219	Rug Maintenance	RUGS	16.96
12/01/2015	1043346445	E 601-49440-417	Uniform Clothing & PPE	UNIFORMS	4.90
12/01/2015	1043346445	E 602-49490-417	Uniform Clothing & PPE	UNIFORMS	4.90
					\$123.23

**GRANITE CITY JOBBING CO.**

11/10/2015	877621	E 609-49750-210	Operating Supplies	OPERATING	153.66
11/10/2015	877621	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.09
11/10/2015	877621	E 609-49751-256	Tobacco Products For Resale	TOBACCO	1,278.79
11/10/2015	877621	G 101-20810	Sales Tax Payable	TAX	(0.88)
11/17/2015	878336	E 609-49750-210	Operating Supplies	OPERATING	113.46
11/17/2015	878336	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/17/2015	878336	E 609-49751-254	Miscellaneous Merchandise	MISC	87.44
11/17/2015	878336	E 609-49751-256	Tobacco Products For Resale	TOBACCO	774.10
11/17/2015	878336	G 101-20810	Sales Tax Payable	SALES TAX	(0.44)
11/24/2015	879043	E 609-49750-210	Operating Supplies	OPERATING	13.66
11/24/2015	879043	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
11/24/2015	879043	E 609-49751-254	Miscellaneous Merchandise	MISC	39.30
11/24/2015	879043	E 609-49751-256	Tobacco Products For Resale	TOBACCO	272.97
11/24/2015	879043	G 101-20810	Sales Tax Payable	TAX	(0.88)
					\$2,745.77

**GRATITUDE FARMS**

11/30/2015	.1115	E 101-42700-311	Contract	NOVEMBER 2015	350.00
					\$350.00

**HACH COMPANY**

11/19/2015	9679642	E 601-49440-235	Lab Supplies	SUPPLIES	155.81
11/19/2015	9679642	E 602-49490-235	Lab Supplies	SUPPLIES	155.81
					\$311.62

**HD SUPPLY WATERWORKS, LTD**

11/09/2015	E767424	E 601-49440-229	Project Repair & Maintenance	SUPPLIES	185.72
11/09/2015	E767469	E 601-49440-229	Project Repair & Maintenance	SUPPLIES	84.92
11/09/2015	E767486	E 601-49440-229	Project Repair & Maintenance	SUPPLIES	96.66
					\$367.30

**HEWLETT-PACKARD COMPANY**

11/05/2015	56577208	E 101-41400-580	C-O-L Other Equipment	MONITORS	1,140.00
11/06/2015	56579445	E 101-41400-580	C-O-L Other Equipment	PRINTERS	457.20
11/09/2015	56585325	E 101-41400-580	C-O-L Other Equipment	DOCKING STATIONS	157.41
11/09/2015	56585326	E 101-41400-580	C-O-L Other Equipment	DOCKING STATION	157.41
11/10/2015	56591804	E 101-41400-580	C-O-L Other Equipment	KEYBOARD	97.02
11/13/2015	56603252	E 101-41400-580	C-O-L Other Equipment	COMPUTER	1,114.72
11/13/2015	56603253	E 101-41400-580	C-O-L Other Equipment	COMPUTER	1,114.72
					\$4,238.48

**IDEAL SERVICE, INC**

11/23/2015	7654	E 601-49440-228	Equipment Maintenance	RIVERS EDGE LIFT STATION	146.25
11/23/2015	7654	E 602-49490-228	Equipment Maintenance	RIVERS EDGE LIFT STATION	146.25
					\$292.50

**ISD #15**

10/21/2015	2234	E 101-42110-221	Vehicle Repair & Maintenance	2007 CALIBER	678.91
					\$678.91

**JADIN PAINTING INC.**

10/30/2015	10	E 601-49440-229	Project Repair & Maintenance	PAINT FIRE HYDRANTS	4,860.00
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\$4,860.00

**JJ TAYLOR DISTRIBUTING**

11/11/2015	2430168	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/11/2015	2430168	E 609-49751-252	Beer For Resale	BEER	1,687.35
11/18/2015	2445810	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/18/2015	2445810	E 609-49751-252	Beer For Resale	BEER	251.40
11/24/2015	2426283	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.00
11/24/2015	2426283	E 609-49751-252	Beer For Resale	BEER	2,533.05
					<hr/>
					\$4,480.80

**JOHNSON BROS WHLSE LIQUOR**

11/11/2015	5302083	E 609-49751-206	Freight and Fuel Charges	FREIGHT	6.08
11/11/2015	5302083	E 609-49751-251	Liquor For Resale	LIQUOR	239.00
11/11/2015	5302084	E 609-49751-206	Freight and Fuel Charges	FREIGHT	43.44
11/11/2015	5302084	E 609-49751-253	Wine For Resale	WINE	1,174.99
11/11/2015	5302085	E 609-49751-252	Beer For Resale	BEER	209.97
11/15/2015	5307663	E 609-49751-206	Freight and Fuel Charges	FREIGHT	45.60
11/15/2015	5307663	E 609-49751-251	Liquor For Resale	LIQUOR	3,152.37
11/18/2015	5307664	E 609-49751-206	Freight and Fuel Charges	FREIGHT	44.08
11/18/2015	5307664	E 609-49751-253	Wine For Resale	WINE	1,519.70
11/18/2015	5307665	E 609-49751-206	Freight and Fuel Charges	FREIGHT	10.64
11/18/2015	5307665	E 609-49751-254	Miscellaneous Merchandise	MISC	172.95
					<hr/>
					\$6,618.82

**KENNEDY & GRAVEN**

11/16/2015	.1115	E 416-43100-441	Miscellaneous	2015A BONDS	1,400.00
11/16/2015	.1115	E 602-47000-630	Cost of Issuance	2015B BONDS	9,000.00
11/16/2015	.1115	E 602-47000-630	Cost of Issuance	2015A BONDS	3,600.00
					<hr/>
					\$14,000.00

**KIMS KLEANING**

11/29/2015	3609	E 101-41940-402	Janitorial Service	CITY HALL	150.00
11/29/2015	3610	E 101-45000-402	Janitorial Service	COMMUNITY CENTER	60.00
11/29/2015	3611	E 101-43100-402	Janitorial Service	CLEANING	190.00
11/29/2015	3611	E 101-45200-402	Janitorial Service	CLEANING	190.00
11/29/2015	3611	E 601-49440-402	Janitorial Service	CLEANING	190.00
11/29/2015	3611	E 602-49490-402	Janitorial Service	CLEANING	190.00
11/29/2015	3612	E 601-49440-402	Janitorial Service	WATER PLANT	200.00
11/29/2015	3613	E 101-42110-402	Janitorial Service	POLICE	900.00
11/29/2015	3614	E 101-42210-402	Janitorial Service	FIRE	375.00
					<hr/>
					\$2,445.00

**KRIS ENGINEERING, INC.**

11/12/2015	25981	E 101-43100-407	Gravel Repair & Maint	PARTS	788.76
					<hr/>
					\$788.76

**LATOUR CONSTRUCTION, INC**

11/06/2015	2015.1	G 602-16500	Construction in Progress	BRIDGE ST IMPROVEMENTS	35,710.50
					<hr/>
					\$35,710.50

**LAW ENFORCEMENT LABOR SVCS.**

		G 101-21707	Union Dues	DECEMBER	329.00
					<hr/>
					\$329.00

**MCDONALD DIST CO.**

11/12/2015	223057	E 609-49751-252	Beer For Resale	BEER	9,122.80
11/19/2015	224647	E 609-49751-252	Beer For Resale	BEER	9,964.85
11/19/2015	224647	E 609-49751-254	Miscellaneous Merchandise	MISC	36.00
11/19/2015	224647	E 609-49751-255	N/A Products	BEER, MISC, N/A	19.50
11/24/2015	227453	E 609-49751-252	Beer For Resale	BEER	168.00
11/25/2015	227590	E 609-49751-252	Beer For Resale	BEER	2,672.15
					<hr/>
					\$21,983.30

**MED-COMPASS, INC.**

11/04/2015	28242	E 101-42210-305	Medical & Testing Fees	MCDONOUGH TESTING	80.00
					<u>80.00</u>
<b>MN BUREAU OF CRIMINAL APPREHEN</b>					
11/24/2015	32885	E 101-42110-208	Training and Instruction	SCHLENKER TRAINING	285.00
					<u>285.00</u>
<b>MN DEPT OF HEALTH</b>					
		E 601-49440-313	Sample Testing	QTRLY CONNECTIONS	2,504.00
					<u>\$2,504.00</u>
<b>MN NCPERS LIFE INSURANCE</b>					
11/20/2015	73341215	G 101-21713	MN Life	DECEMBER	16.00
					<u>\$16.00</u>
<b>MY ALARM CENTER</b>					
12/01/2015	6419456	E 609-49750-445	Security	LIQUOR ALARM	32.73
					<u>\$32.73</u>
<b>NORTH MEMORIAL OCCUPATIONAL ME</b>					
11/17/2015	6110-00	E 101-43100-441	Miscellaneous	BREATH TEST	27.00
					<u>\$27.00</u>
<b>NORTH VALLEY</b>					
11/12/2015	110514	E 101-43100-406	Asphalt Repair & Maint	22850 QUAY STREET	1,849.92
					<u>\$1,849.92</u>
<b>NORTHLAND TRUST SERVICES, INC.</b>					
11/03/2015	5281	E 416-43100-441	Miscellaneous	2015A BONDS	210.00
11/03/2015	5281	E 602-47000-630	Cost of Issuance	2015A BONDS	540.00
11/09/2015	5302	E 602-47000-630	Cost of Issuance	2015B BONDS	750.00
					<u>\$1,500.00</u>
<b>OPG 3 INC</b>					
11/10/2015	1032	E 101-42110-311	Contract	ANNUAL BILL	340.00
					<u>\$340.00</u>
<b>OPUS 21</b>					
11/25/2015	151053	E 601-49440-382	Utility Billing	OCTOBER	1,230.97
11/25/2015	151053	E 602-49490-382	Utility Billing	OCTOBER	1,230.98
					<u>\$2,461.95</u>
<b>OREILLY AUTO PARTS</b>					
11/18/2015	1539-414641	E 101-42210-221	Vehicle Repair & Maintenance	PARTS	32.13
					<u>\$32.13</u>
<b>PACE ANALYTICAL SERVICES</b>					
11/10/2015	151257565	E 601-49440-313	Sample Testing	TESTING	120.00
11/17/2015	151257851	E 602-49490-313	Sample Testing	TESTING	131.10
11/24/2015	151258178	E 602-49490-313	Sample Testing	TESTING	45.00
11/25/2015	151258253	E 602-49490-313	Sample Testing	TESTING	45.00
11/25/2015	151258256	E 602-49490-313	Sample Testing	TESTING	16.10
					<u>\$357.20</u>
<b>PAUSTIS &amp; SONS</b>					
11/09/2015	8522880	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.75
11/09/2015	8522880	E 609-49751-253	Wine For Resale	WINE	671.85
					<u>\$680.60</u>
<b>PHILLIPS WINE &amp; SPIRITS CO.</b>					
11/11/2015	2881465	E 609-49751-206	Freight and Fuel Charges	FREIGHT	14.06
11/11/2015	2881465	E 609-49751-251	Liquor For Resale	LIQUOR	1,291.80
11/11/2015	2881466	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.36
11/11/2015	2881466	E 609-49751-253	Wine For Resale	WINE	319.20

11/18/2015	2885285	E 609-49751-206	Freight and Fuel Charges	FREIGHT	81.58
11/18/2015	2885285	E 609-49751-251	Liquor For Resale	LIQUOR	7,354.40
11/18/2015	2885286	E 609-49751-206	Freight and Fuel Charges	FREIGHT	27.36
11/18/2015	2885286	E 609-49751-253	Wine For Resale	WINE	1,312.00
					<hr/>
					\$10,408.76

**POSTMASTER - ST. FRANCIS**

E 101-41400-322	Postage	NEWSLETTER POSTAGE	223.04
E 101-42110-322	Postage	NEWSLETTER POSTAGE	63.72
E 101-43100-200	Office Supplies	NEWSLETTER POSTAGE	127.45
E 101-43210-439	Recycling Days	NEWSLETTER POSTAGE	63.72
E 101-45200-200	Office Supplies	NEWSLETTER POSTAGE	31.86
E 601-49440-200	Office Supplies	NEWSLETTER POSTAGE	63.72
E 602-49490-200	Office Supplies	NEWSLETTER POSTAGE	31.86
E 609-49750-322	Postage	NEWSLETTER POSTAGE	31.90
			<hr/>
			\$637.27

**PRINTING UNLIMITED**

11/19/2015	7619	E 101-42110-200	Office Supplies	CARDS-BLACK	24.00
11/27/2015	7637	E 101-43210-439	Recycling Days	RECYCLE NEWSLETTER	920.00
					<hr/>
					\$944.00

**RJM DISTRIBUTING INC.**

11/12/2015	IND009105	E 609-49751-252	Beer For Resale	BEER	298.73
					<hr/>
					\$298.73

**ROSEVILLE, CITY OF**

11/24/2015	220870	E 101-41400-580	C-O-L Other Equipment	NEW PHONE	202.00
11/24/2015	220896	E 101-41110-310	Computer Consulting Fees	IT SERVICES	244.78
11/24/2015	220896	E 101-41400-310	Computer Consulting Fees	IT SERVICES	897.56
11/24/2015	220896	E 101-42110-310	Computer Consulting Fees	IT SERVICES	1,101.55
11/24/2015	220896	E 101-42210-310	Computer Consulting Fees	IT SERVICES	195.83
11/24/2015	220896	E 101-42400-310	Computer Consulting Fees	IT SERVICES	40.84
11/24/2015	220896	E 101-43100-310	Computer Consulting Fees	IT SERVICES	261.10
11/24/2015	220896	E 101-45200-310	Computer Consulting Fees	IT SERVICES	342.70
11/24/2015	220896	E 601-49440-310	Computer Consulting Fees	IT SERVICES	326.38
11/24/2015	220896	E 602-49490-310	Computer Consulting Fees	IT SERVICES	326.38
11/24/2015	220896	E 609-49750-310	Computer Consulting Fees	IT SERVICES	326.38
11/24/2015	220933	E 101-41940-321	Telephone	PHONE	118.66
11/24/2015	220933	E 101-42110-321	Telephone	PHONE	118.66
11/24/2015	220933	E 101-42210-321	Telephone	PHONE	118.66
11/24/2015	220933	E 101-43100-321	Telephone	PHONE	118.66
11/24/2015	220933	E 101-45200-321	Telephone	PHONE	118.66
11/24/2015	220933	E 601-49440-321	Telephone	PHONE	118.66
11/24/2015	220933	E 602-49490-321	Telephone	PHONE	118.66
11/24/2015	220933	E 609-49750-321	Telephone	PHONE	118.73
					<hr/>
					\$5,214.85

**ROYAL SUPPLY**

11/19/2015	17740	E 101-41940-210	Operating Supplies	SUPPLIES	42.00
11/19/2015	17740	E 101-42110-217	Other Operating Supplies	SUPPLIES	84.00
11/19/2015	17740	E 101-43100-217	Other Operating Supplies	SUPPLIES	42.00
11/19/2015	17740	E 101-45200-217	Other Operating Supplies	SUPPLIES	42.00
11/19/2015	17740	E 601-49440-217	Other Operating Supplies	SUPPLIES	42.00
11/19/2015	17740	E 602-49490-217	Other Operating Supplies	SUPPLIES	42.00
					<hr/>
					\$294.00

**RUSSELL SECURITY RESOURCE INC.**

09/18/2015	A26126	E 101-42210-218	Equipment Repair & Maintenance	RESET SOFTWARE	230.00
					<hr/>
					\$230.00

**SHI INTERNATIONAL CORP**

11/09/2015	B04198613	E 101-41400-580	C-O-L Other Equipment	OFFICE STD	486.00
					<hr/>
					\$486.00

**SOUTHERN WINE & SPIRITS OF MN**

11/12/2015	1346964	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.89
11/12/2015	1346964	E 609-49751-251	Liquor For Resale	LIQUOR	1,155.90
11/19/2015	1349455	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.64
11/19/2015	1349455	E 609-49751-251	Liquor For Resale	LIQUOR	943.29
11/19/2015	1349456	E 609-49751-206	Freight and Fuel Charges	FREIGHT	3.84
11/19/2015	1349456	E 609-49751-253	Wine For Resale	WINE	126.00
					<u>\$2,253.56</u>

**THE AMERICAN BOTTLING COMPANY**

11/12/2015	5449863018	E 609-49751-254	Miscellaneous Merchandise	MISC	91.36
11/19/2015	5449864405	E 609-49751-254	Miscellaneous Merchandise	MISC	71.00
					<u>\$162.36</u>

**THORPE DISTRIBUTING COMPANY**

11/13/2015	989682	E 609-49751-252	Beer For Resale	BEER	252.50
					<u>\$252.50</u>

**TRUCK UTILITIES, INC.**

11/18/2015	291408	E 602-49490-228	Equipment Maintenance	WIRE ROPE ASSY	228.50
					<u>\$228.50</u>

**VERIZON WIRELESS**

11/10/2015	9755364850	E 101-42210-321	Telephone	FIRE DEPARTMENT	210.06
					<u>\$210.06</u>

**WELLINGTON SECURITY SYSTEMS**

11/17/2015	120507	E 101-41940-445	Security	CITY HALL ALARM	227.00
					<u>\$227.00</u>

**WINE COMPANY, THE**

11/23/2015	410328-00	E 609-49751-206	Freight and Fuel Charges	FREIGHT	50.00
11/23/2015	410328-00	E 609-49751-253	Wine For Resale	WINE	980.00
					<u>\$1,030.00</u>

**WIRTZ BEVERAGE MN**

11/12/2015	1080397514	E 609-49751-206	Freight and Fuel Charges	FREIGHT	52.68
11/12/2015	1080397514	E 609-49751-251	Liquor For Resale	LIQUOR	1,988.31
11/12/2015	1080397514	E 609-49751-253	Wine For Resale	WINE	518.00
11/19/2015	1080400489	E 609-49751-206	Freight and Fuel Charges	FREIGHT	71.78
11/19/2015	1080400489	E 609-49751-251	Liquor For Resale	LIQUOR	4,451.53
11/19/2015	1080400489	E 609-49751-253	Wine For Resale	WINE	180.00
11/19/2015	1080400489	E 609-49751-254	Miscellaneous Merchandise	LIQUOR, WINE, MISC	27.09
					<u>\$7,289.39</u>

\$223,068.50

FUND SUMMARY

101 GENERAL FUND	\$35,758.15
416 2015-KERRY & 232ND	\$2,970.50
417 2015-PEDERSON DRIVE	\$6,540.00
601 WATER FUND	\$15,173.10
602 SEWER FUND	\$71,235.12
609 MUNICIPAL LIQUOR FUND	\$89,968.63
803 ESCROW	\$1,423.00
Total	<u>223,068.50</u>

## **AGENDA REPORT**

**TO:** Joe Kohlmann, City Administrator  
**FROM:** Darcy Mulvihill, Finance Director  
**SUBJECT:** Proposed budget discussion  
**DATE:** December 3, 2015

### **INTRODUCTION**

The City is required to hold a meeting to discuss the budget and property tax levy and allow public input.

### **BACKGROUND**

The City is required to discuss the budget and allow public input at a meeting occurring after November 25<sup>th</sup> after 6 pm. The 2016 proposed budget and levy will be presented at the city council meeting on December 7<sup>th</sup>, 2015. Council had set a maximum levy of \$3,244,573 or a 2% increase on September 8<sup>th</sup>. The General Fund budget is balanced at \$4,336,343 on the revenue side and the expenditure side. The fund balance will be at 58.8% of revenues with the estimated 2015 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. It again will be submitted to the Government Finance Officers Association for the Budget Award which has been received for budget years 2010-2015. The final budget and levy will be brought to the December 15<sup>th</sup> meeting for final approval.

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) Adjust the tax levy for the new 2015A Bond, 2) Set the Overall Levy for 2016 and 3) Adopt the 2016 Budget.

### **RECOMMENDATION**

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) Adjust the tax levy for the new 2015A Bond, 2) Set the Overall Levy for 2016 and 3) Adopt the 2016 Budget.

### **BUDGET IMPACT**

None.

Attachments:

1. Budget Presentation

# City of St. Francis

2016  
General Fund  
Budget/Tax Overview

## Budget Goals

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



# Tax Levy History

Year	TAX LEVIES		
	Tax Payable	Local Govt Aid	Total
	Levy	Levy + LGA	
2006	2,167,157	200,000	2,367,157
2007	2,402,157	200,000	2,602,157
2008	2,672,615	100,000	2,772,615
2009	2,724,202	222,535	2,946,737
2010	2,873,160	80,940	2,954,100
2011	2,873,160	80,940	2,954,100
2012	2,873,160	80,940	2,954,100
2013	2,988,086	80,940	3,069,026
2014	2,988,086	313,420	3,301,506
2015	3,180,953	347,348	3,528,301
2016	3,244,573	356,255	3,600,828

# Tax Levy 2015 – 2016

	2015 Levy	Proposed 2016 Levy	Change	
			Amount	Percent
General Revenue:				
General Fund	\$ 3,160,053	\$ 2,980,053	\$ (180,000)	-6%
Capital Equipment	-	\$ 223,150	\$ 223,150	0%
<b>Total General Revenue</b>	<b>\$ 3,160,053</b>	<b>\$ 3,203,203</b>	<b>\$ 43,150</b>	<b>1%</b>
Debt Service				
GO Improvement Bond-2007A	\$ 20,900	\$ 20,900	\$ -	0%
GO Improvement Bond-2015A	-	20,470	\$ 20,470	0%
<b>Total Debt Service</b>	<b>\$ 20,900</b>	<b>\$ 41,370</b>	<b>\$ 20,470</b>	<b>98%</b>
<b>Total Levy</b>	<b>\$ 3,180,953</b>	<b>\$ 3,244,573</b>	<b>\$ 63,620</b>	<b>2%</b>

The proposed levy certified to the Auditor's office on September 15<sup>th</sup> was  
\$3,244,573

# General Fund Revenues By Type

	<u>2016 Budget</u>
Taxes	\$2,955,000
Licenses and Permits	140,610
Fines and Forfeits	36,700
Intergovernmental	597,643
Charges for Services	397,205
Miscellaneous	149,185
Transfers	60,000
Total	<u>\$4,336,343</u>

# General Fund Expenditures By Department

	2016 Budget
General Government	\$815,445
Public Safety	1,835,338
Public Works	692,830
Culture and Recreation	302,630
Community Development	324,000
Miscellaneous	6,100
Transfers	360,000
Total expenditures	<u>\$4,336,343</u>

# General Fund Budget 2015

2016 Revenues \$ 4,336,343

2016 Expenditures \$ 4,336,343

Net Change in Fund Balance \$ -0-



## General Fund Balance 58.8% of Revenue Budget

- ▶ Fund balance needs to finance unexpected expenditures
- ▶ Fund balance of 35%–50% of revenues is recommended by State Auditor
- ▶ Fund balance in the Proposed 2016 Budget is 58.8% of revenues (2014 Actual Fund balance was 59.3%)

# Tax Effect on a Residential Home

## City Taxes only

Estimated Market Value *	2016 City Taxes	2015 City Taxes	Difference
100,000	\$ 418.92	\$ 422.96	\$ (4.04)
120,000	\$ 546.11	\$ 551.38	\$ (5.27)
133,800 *	\$ 633.63	\$ 639.74	\$ (6.11)
140,000	\$ 673.30	\$ 679.80	\$ (6.50)
160,000	\$ 800.49	\$ 808.22	\$ (7.73)
180,000	\$ 927.69	\$ 936.64	\$ (8.95)
200,000	\$ 1,054.88	\$ 1,065.06	\$ (10.18)
220,000	\$ 1,182.07	\$ 1,193.48	\$ (11.41)

**NOTES:**

\*This comparison is based on the Estimated Market Value of the home being the same in both years.

\*\* Median Home is \$133,800 in 2016

# What your Monthly Tax \$ Pays For



A monthly bill for the median homeowner in 2016 will be \$52.80. This pays for emergency services such as fire and police, street maintenance such as snow plowing and parks services such as mowing and maintenance.

## General Government \$8.37

- Manage a \$ 9.7 million dollar 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.

## Public Safety \$19.73

- 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 \$8.66

- Snow and ice control
- Street patching and crack filling
- Street lighting
- Gravel road maintenance
- Tree trimming
- Recycle day & promotion of recycling

## Parks/Trails \$3.93

- Safety and fall protection around playground equipment
- Ball field maintenance
- Building maintenance, grounds maintenance & parking lot maintenance
- Skating rinks
- Trail maintenance.

## Community Development \$2.75

- Building inspections of residential and commercial properties.
- Economic development to support the city growth.
- Housing construction zoning and permits for new and ongoing development
- Receive rental license applications and process required inspections.
- Receive vacant building registrations and process required inspections.
- Fences, swimming pools and driveways permits
- Receive citizen concerns and complaints work toward rectifying the problems.

QUESTIONS?



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

RESOLUTION 2015-65

A RESOLUTION ADJUSTING THE TAX LEVY  
FOR THE G.O. IMPROVEMENT AND  
UTILITY REVENUE BONDS, SERIES 2015A

WHEREAS, the City of St. Francis sold bonds referred to as G.O. Improvement and Utility Revenue Bonds, Series 2015A; and

WHEREAS, the City may adjust the amount of taxes levied for collection in order to average the levy stream out over the life of the Series 2015A Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Francis, Minnesota that the tax levy for bonded indebtedness for fiscal (collection) year 2016 be adjusted as follows:

<u>Bond description</u>	<u>Scheduled Levy</u>	<u>Adopted Levy</u>
G.O. Improvement and Utility Revenue Bonds – 2015A	\$21,006.64	\$20,470.00

BE IT FURTHER RESOLVED that the County Auditor of Anoka County is hereby requested and directed to decrease the scheduled levy for collection in 2016 by \$536.64.

The motion for the adoption of the foregoing resolution was made by \_\_\_\_\_, and was duly seconded by \_\_\_\_\_ 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 7<sup>th</sup> DAY OF DECEMBER, 2015.

APPROVED:

\_\_\_\_\_  
Steve Kane  
Mayor of St. Francis

ATTEST:

\_\_\_\_\_  
Barbara I. Held, City Clerk

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

RESOLUTION 2015-66

RESOLUTION CERTIFYING TAXES PAYABLE IN 2016

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 2016, upon the taxable property in said City of St. Francis, for the following purposes:

General Revenue:	
General Fund	\$ 2,980,053
Capital Equipment	\$ 223,150
Total General Revenue	<u>\$ 3,203,203</u>
Debt Service	
GO Improvement Bond-2007A	\$ 20,900
GO Improvement Bond-2015A	20,470
Total Debt Service	<u>\$ 41,370</u>
Total Levy	<u>\$ 3,244,573</u>

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>TH</sup> DAY OF DECEMBER, 2015.

APPROVED:

Steve Kane, Mayor of St. Francis

ATTEST:

Barbara I. Held, City Clerk

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

**RESOLUTION 2015-67**

**RESOLUTION ADOPTING A BUDGET FOR 2016**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS, MINNESOTA** that a budget for 2014 is hereby adopted as outlined in the following summary:

	OPERATING BUDGET	CAPITAL IMPROVEMENTS BUDGET	DEBT SERVICE BUDGET	TOTAL
Revenues	\$9,128,453	\$220,200	\$76,970	\$9,425,623
Net other increases (decreases)	(584,880)	20,000	564,880	\$0
Expenditures	(8,719,218)	(342,650)	(656,543)	(\$9,718,411)
Net change in fund balance	(\$175,645)	(\$102,450)	(\$14,693)	(\$292,788)

**BE IT FURTHER RESOLVED** that the department appropriations totaling \$8,719,218 as listed in the budget booklet are hereby approved for the 2016 Operating Budget.

**BE IT FURTHER RESOLVED** that the expenses for the Municipal Liquor Operations Fund may exceed the appropriation provided that the net operating income before other revenues and expenses excluding depreciation for 2016 is not less than \$83,800.

**BE IT FURTHER RESOLVED** that the following appropriations are hereby approved for the 2016 Capital Improvements Budget:

CAPITAL EQUIPMENT	\$342,650
TOTAL CAPITAL IMPROVEMENTS BUDGET APPROPRIATIONS	\$342,650

**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 following appropriations are hereby approved for the 2016 Debt Service Budget:

\$310,000	Principal
344,943	Interest
1,600	Paying Agent Fees
<hr/>	
\$656,543	TOTAL DEBT SERVICE BUDGET APPROPRIATIONS

**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 7<sup>TH</sup> DAY OF DECEMBER, 2015.

APPROVED:

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Steve Kane, Mayor of St. Francis

ATTEST:

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Barbara I. Held, City Clerk

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

**RESOLUTION 2015-68**

**A RESOLUTION ADOPTING THE  
LICENSE RENEWALS FOR 2016**

(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 abstained:  
and the following were absent:

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>th</sup>  
DAY OF DECEMBER, 2015.

APPROVED:

---

Steve Kane  
Mayor of St. Francis

ATTEST:

---

Barbara I. Held  
City Clerk

**Exhibit A**  
**LICENSE RENEWALS FOR 2016**

<u>LIQUOR LICENSES:</u>	<u>REGULAR</u>	<u>SUNDAY</u>
(1) Beef O'Bradys	\$ 4,000.00	\$ 200.00
(2) Patriot Lanes	4,000.00	200.00
(3) Rum River Inn	4,000.00	200.00
(4) St. Francis American Legion	4,000.00	200.00
(5) The Ponds Golf Course	3,000.00	150.00

<u>WINE/BEER LICENSES:</u>	
(1) Mansetti's	\$400.00

<u>TOBACCO LICENSES:</u>	
(1) Casey's General Store	\$150.00
(2) Dollar General	150.00
(3) King's County Market	150.00
(4) Restyle Consignments	150.00
(5) St. Francis Bottle Shop	150.00
(6) Super America	150.00

<u>AMUSEMENT MACHINES</u>	<u># OF MACHINES</u>	<u>TOTAL</u>
(1) Beef O'Bradys	6	\$ 105.00
(2) Mansetti's Pizza & Pasta	3	60.00
(3) Patriot Lanes and Lounge	7	120.00
(4) Rum River Inn	2	45.00
(5) St. Francis American Legion	2	45.00
(6) Tasty Pizza	5	90.00

<u>REFUSE HAULERS:</u>	<u># OF TRUCKS</u>	
(1) Ace Solid Waste Management	3	\$350.00
(2) Republic/Allied Waste Services	4	400.00
(3) East Central Sanitation	4	400.00
(4) LePage & Sons	3	350.00

<u>TOWING LICENSE:</u>	
(1) Gerdin Auto & Tire	\$150.00

<u>3.2 ON-SALE:</u>	
(1) Super America	\$ 50.00

JEFFREY S. JOHNSON  
RUSSELL H. CROWDER  
MICHAEL F. HURLEY  
DOUGLAS G. SAUTER  
HERMAN L. TALLE  
CHARLES M. SEYKORA  
DANIEL D. GANTER, JR.  
BEVERLY K. DODGE  
JAMES D. HOEFT  
\*JOAN M. QUADE  
\*JOHN T. BUCHMAN  
SCOTT M. LEPAK  
STEVEN G. THORSON

\*Also Licensed in Wisconsin

BGS

Barna, Guzy & Steffen, Ltd.

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JENNIFER C. MOREAU  
DAVID R. SCHAPS  
THOMAS R. WENTZELL

OF COUNSEL  
JON P. ERICKSON  
W. JAMES VOGL, JR.

## MEMORANDUM

TO: Honorable Mayor and City Councilmembers  
Joe Kohlmann, City Administrator  
Barb Held, City Clerk

FROM: David Schaps, Assistant City Attorney

THROUGH: Scott Lepak, City Attorney

RE: St. Francis - Minnesota Government Access Master Subscriber Agreement for  
Minnesota Court Data

DATED: November 18, 2015

### Background

The City Attorney and Police Department have had access to the State Court System (MNCIS) records for many years. The Court System has decided to replace their existing software with a new operating system. Anoka County cities are eligible to join the new system beginning on February 16, 2016.

The City Attorney requests that the City Council authorize the Mayor to sign a Master Subscriber Agreement between the City of St. Francis and the Minnesota Court Data Services Division for purposes of the City Attorney and Police Department to be able to access court records.

The new system requires new subscriber agreements for all cities who wish to have their prosecutors and police agencies continue to have access to their court records. In addition, each person accessing the system must sign a user acknowledgement form certifying that the individual has read and understands the requirements and restrictions regarding access to the data on the system, which can be used only in accordance with a legitimate governmental business need.

**Financial Impact**

There is no cost for this integration. This resolution is merely for the approval to sign the agreement to allow access, per the request from the State to have the new agreement signed and returned as soon as possible so that participating agencies may access the system when it becomes available.

**Supporting Documentation**

- City Resolution Regarding Minnesota Government Access (MGA)
- Master Subscriber Agreement and Signature Pages

**Staff Recommendation**

The City Attorney recommends the Council approve the resolution and authorize the Mayor to sign the Master Subscriber Agreement between the City of St. Francis and the Minnesota Court Data Services Division for purposes of the City Attorney and Police Department being able to access court records.

**Council Action Requested**

Waive reading and adopt Resolution 2015-\_\_\_ authorizing the execution of the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.





# MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

CITY OF ST. FRANCIS

(Government Subscriber Name)

of 23340 CREE STREET, ST. FRANCIS, MN 55070

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

## Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

## Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

### **1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

**1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

**1.2 Termination.**

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

**1.3 Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

**2. DEFINITIONS.**

**2.1 "Agency Account Manager"** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

**2.2 "Court Data Services"** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 “Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 “Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 “Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12 “SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 “This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 “Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 “User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

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

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

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

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

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

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

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

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

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

15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

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

17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

1. GOVERNMENT SUBSCRIBER  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity (“Master Subscriber Agreement Signing Authority”), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

2. THE COURT

By \_\_\_\_\_  
(SIGNATURE)

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Date \_\_\_\_\_

Name (typed) Steve Kane

Title CIO/Director

Title Mayor

Information Technology  
Division of State Court  
Administration

Office City of St. Francis

Office \_\_\_\_\_

3. Form and execution approved for Court by:

By: \_\_\_\_\_  
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

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

**Exhibit A**  
**Court Data Services User Acknowledgment Form**

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, \_\_\_\_\_, as an employee/student attorney/contractor of \_\_\_\_\_ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Employee/Student Attorney/Contractor for Agency

**City of St. Francis  
St. Francis, MN  
Anoka County  
State of Minnesota**

**RESOLUTION 2015 - 69**

**A RESOLUTION AUTHORIZING EXECUTION OF MASTER SUBSCRIBER  
AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL  
AGENCIES**

**WHEREAS**, Anoka County, Minnesota Criminal/Traffic Court is converting to paperless court files and it is necessary for municipal prosecutors and police departments to access electronic filings through the "Fast Access" for the purpose of accessing court records and court documents at the court facility and detention area, as designated by County Court Administrator, in cases scheduled on the first appearance, bail hearing, and arraignment calendars where prosecutors and defense attorneys typically do not have a case file and need access to the documents filed with the court; and

**WHEREAS**, access to the necessary court records and filings is through and authorized by the State of Minnesota Office of State Court Administration; and

**WHEREAS**, in order to obtain access to the necessary court records it is necessary to execute a Master Subscriber Agreement for Minnesota Court Data Services for governmental agencies.

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of St. Francis, Minnesota:

1. That the City Council hereby approves the aforesaid Master Subscriber Agreement for the City Attorney's Office and Police Department and hereby authorizes execution of the same by the Mayor and City Clerk of the City of St. Francis.
2. That the City Council hereby determines that the Paralegal in the City Attorney's Office shall serve as the Agency Account Manager on behalf of the City of St. Francis.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>th</sup> DAY OF DECEMBER, 2015.

APPROVED:

\_\_\_\_\_  
Steve Kane  
Mayor of St. Francis

ATTEST:

\_\_\_\_\_  
Barbara I. Held  
City Clerk  
669302-v1

**CERTIFICATION**

State of Minnesota    )  
                                  )ss.  
County of Anoka        )

I the undersigned, being the duly qualified City Clerk of the City of St. Francis, do hereby certify that I have carefully compared the foregoing Resolution No. 2015-69 of the City of St. Francis, with the original on file in my office and the same is a full, true, and complete transcript thereof.

Witness my hand as such City Clerk and corporate seal of the City of St. Francis, Minnesota, this \_\_\_\_ day of December, 2015.

\_\_\_\_\_  
Barbara I. Held  
City Clerk  
City of St. Francis, Minnesota

# MEMO

To: Mayor and Council

From: City Administrator

Date: 12/7/15

RE: Fire Department – Relief Association Requests

---

This Memo is intended to supplement the presentation from S.B.M. Fire Chief Nyles Zikmund. This Memo will address the Relief Association requests individually.

## **Benefit Increase**

The Relief Association is proposing to increase the benefit from \$2,100 annually to \$3,100 annually per year of service. *Attached* is an email from our Finance Director that suggests (using most recent numbers available to City Staff) that the increase would change the funding balance from 175% to 105% of financial liabilities.

NOTE: The Relief Association Fund is invested. If their funding balance falls below 100% - the City is responsible to make up any shortfalls. For example, while the market has been an all-time high, not many years ago, it took about a 20% loss.

## **Relief Association to PERA and 5-year vesting**

If the transition to PERA is approved, it is mandated to have 5-year vesting for fire fighters. Things to consider:

- 1) A number of fire fighters will immediately be vested (5 years = 40%; 6 years = 44%, etc).
- 2) Enables fire fighters to become vested sooner, may see more turnover
- 3) State Board of Investments will be managing funds – higher returns are anticipated on the fund
- 4) The department missed the 12/1 deadline for 2016 entry; they have until 12/1/16 to enroll for 2017

## **Voluntary Contribution of \$500 per fire fighter annually**

This would require an annual contribution of approximately \$12,500 – this money is not budgeted for in 2016.

**Action to be considered:** The Council has the options to approve, deny or table any or all of the requests.

## Joe Kohlmann

---

**From:** Darcy Mulvihill  
**Sent:** Tuesday, September 01, 2015 4:22 PM  
**To:** Joe Kohlmann  
**Subject:** Firefighters

Joe,

Based on the estimated liability for \$3,100 per year service credit for the firefighters at the end of 2015 the Special Fund Liabilities is estimated at \$529,962. The investment balance is \$556,007.36 as of 8/31/15. This means their funding percentage would drop to 105%. This was at 175% at the end of 2014.

Let me know if you have any questions.

Have a Great Day!

Darcy Mulvihill, Finance Director  
City of St. Francis  
23340 Cree St NW  
St. Francis, MN 55070

[www.stfrancismn.org](http://www.stfrancismn.org)

Phone: 763-235-2306

Fax: 763-753-9881

[dmulvihill@stfrancismn.org](mailto:dmulvihill@stfrancismn.org)



"A City of Progress, Pride and Possibilities"



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# Voluntary Statewide Volunteer Firefighter Plan

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## Investment Information

Available Through the  
Minnesota Supplemental Investment Fund

July 1, 2014

**Minnesota  
State Board  
of Investment**

60 Empire Drive  
Suite 355  
St. Paul, MN 55103

Phone: 651-296-3328

Fax: 651-296-9572

E-mail: [minn.sbi@state.mn.us](mailto:minn.sbi@state.mn.us)

Website: [www.sbi.state.mn.us](http://www.sbi.state.mn.us)

The Minnesota Supplemental Investment Fund  
is managed by the Minnesota State Board of Investment

# State Board of Investment

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## Who Serves On The State Board of Investment?

The Board's membership is specified in the Minnesota Constitution and is composed of the Governor, the State Auditor, the Secretary of State and the Attorney General. The Board's duties, powers, and investment authority are contained in *Minnesota Statutes*, Chapter 11A.

## What Is The Board's Relationship To The Public Employees Retirement Association (PERA)?

In broad terms, the Board acts as an investment manager for PERA while PERA provides a variety of administrative functions with respect to your Plan.

## Who Advises The Board On Its Investment Decisions?

The Legislature has established an Investment Advisory Council to advise the Board and its staff on investment-related matters.

- The Board appoints ten members experienced in finance and investment. These members traditionally have come from the Minneapolis and St. Paul investment community.
- The Commissioner of Minnesota Management & Budget and the Executive Directors of the three statewide retirement organizations are permanent members of the Council.
- Two active employee representatives and one retiree representative are appointed to the Council by the Governor.

## Members of the Board

Governor Mark Dayton  
State Auditor Rebecca Otto  
Secretary of State Mark Ritchie  
Attorney General Lori Swanson

## Investment Advisory Council

Jeffery Bailey, Chair  
Malcolm W. McDonald, Vice Chair  
Denise Anderson  
David Bergstrom  
John E. Bohan  
Kerry Brick  
Dennis Duerst  
Kim Faust  
Douglas Gorence  
Laurie Fiori Hacking  
P. Jay Kiedrowski  
Gary Martin  
Jim Schowalter  
Mary Vanek  
Elaine Voss

Sr. Director, Financial Benefits & Analysis  
Director & Corporate Secretary, Retired  
Governor's Appointee  
Executive Director  
Vice Pres., Pension Investments, Retired  
Manager, Pension Investments  
Director, Benefit Funds Investment  
Vice President and Treasurer  
President & Chief Investment Officer  
Executive Director  
Senior Fellow  
Chief Investment Officer  
Commissioner  
Executive Director  
Governor's Appointee

Target Corporation  
Space Center, Inc.  
Active Employee Representative  
Minnesota State Retirement System  
Grand Metropolitan – Pillsbury  
Cargill, Inc.  
3M Company  
Fairview Health Services  
UMF Investment Advisors  
Teachers Retirement Association  
Humphrey Institute University of MN  
Macalester College  
Minnesota Management & Budget  
Public Employees Retirement Association  
Retired Employee Representative

## ***Letter to Volunteer Firefighter Organizations***

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July 1, 2014

This brochure provides information on the investment of assets of local firefighter entities that participate in the Voluntary Statewide Volunteer Firefighter Plan.

The Volunteer Firefighter Account is available **only** to local firefighter entities that participate in the Voluntary Statewide Volunteer Firefighter Plan (Plan). A law passed in the 2012 legislative session allows entities to make voluntary contributions to the Plan. This change may make the Plan more attractive to your organization. Information about this change and the Plan as a whole can be found on the Public Employees Retirement Association (PERA) website, [www.mnpera.org](http://www.mnpera.org), by clicking on the "Employers" tab.

The Volunteer Firefighter Account uses a balanced asset mix investment approach to provide long-term returns by investing in a diversified mix of domestic stock, international stock, bonds and money market securities. **Remember that general economic and market conditions have a dominant influence on the returns available to any investor. There may be periods in which the returns for the Volunteer Firefighter Account may be low, or even negative.**

The Volunteer Firefighter Account was established December 31, 2009. Performance is available from the Minnesota State Board of Investment upon request and can be accessed on our website at [www.sbi.state.mn.us](http://www.sbi.state.mn.us).

Listings of securities held in the Account are available upon request and can also be accessed on our website. If you have any questions regarding the Board's investment policies and procedures, please contact the office of the Minnesota State Board of Investment at 60 Empire Drive, Suite 355, St. Paul, MN 55103-3555, (651) 296-3328, or via e-mail at [minn.sbi@state.mn.us](mailto:minn.sbi@state.mn.us). We welcome your inquiries.

Respectfully submitted,



Mansco Perry III  
Executive Director and Chief Investment Officer  
State Board of Investment

## General Information

### What Is The Minnesota Supplemental Investment Fund?

The Minnesota Supplemental Investment Fund is a multi-purpose investment program that offers a range of investment options to state and other public employee groups. The participating groups use the Fund for a variety of retirement-related purposes. Six plans and numerous local relief associations currently participate in the Fund. As of June 30, 2014, the market value of the Fund was approximately \$3.2 billion.

### What Options Are Available To The Voluntary Statewide Volunteer Firefighter Plan?

The Volunteer Firefighter Account is the only investment option available to local firefighter entities participating in the Voluntary Statewide Volunteer Firefighter Plan. By state law, the Volunteer Firefighter Account is established for the sole purpose of investing the assets of local firefighter entities participating in the Voluntary Statewide Volunteer Firefighter Plan.

### What Securities Are Owned By The Fund?

Due to the large number of stocks, bonds and cash equivalents in the Account, the holdings are not listed in this brochure. If you would like a complete list of all securities in the Account, please contact the office of the State Board of Investment. A list will be sent to you, at your request, or you can access the list on our website at [www.sbi.state.mn.us](http://www.sbi.state.mn.us).

## Investment Managers for the Account\*

### Domestic Stock Segment:

- BlackRock Institutional Trust Co., San Francisco, CA

### International Stock Segment:

- AQR Capital Management, LLC, Greenwich, CT
- Acadian Asset Management, LLC, Boston, MA
- Capital International, Inc., Los Angeles, CA
- Columbia Mgmt. Investment Advisors, LLC, Minneapolis, MN
- J.P. Morgan Investment Management, Inc., London, England
- Marathon Asset Management, LLP, London, England
- McKinley Capital Management, LLC, Anchorage, AK
- Morgan Stanley Investment Management Inc., New York, NY
- Pyramis Global Advisors Trust Company, Boston, MA
- State Street Global Advisors, Boston, MA

### Fixed Income Segment:

- Aberdeen Asset Management, Inc., Philadelphia, PA
- BlackRock Financial Management, New York, NY
- Columbia Mgmt. Investment Advisors, LLC, Minneapolis, MN
- Dodge & Cox, San Francisco, CA
- Goldman Sachs Asset Management, LP, New York, NY
- Neuberger Berman Fixed Income, LLC, Chicago, IL
- Pacific Investment Mgmt. Co., (PIMCO), Newport Beach, CA
- Western Asset Management Co., Pasadena, CA

### Cash Segment:

- State Street Bank, Boston, MA

\*The Minnesota State Board of Investment may add or delete managers from this list at its discretion.

## Executive Board Personnel

Mansco Perry III  
LeaAnn M. Stagg  
Michael J. Menssen  
Paul T. Anderson  
Charlene Olson

Executive Director and Chief Investment Officer  
Chief Operating Officer  
Director, Public Markets  
Chief Financial Officer  
Executive Assistant

### Investment Staff

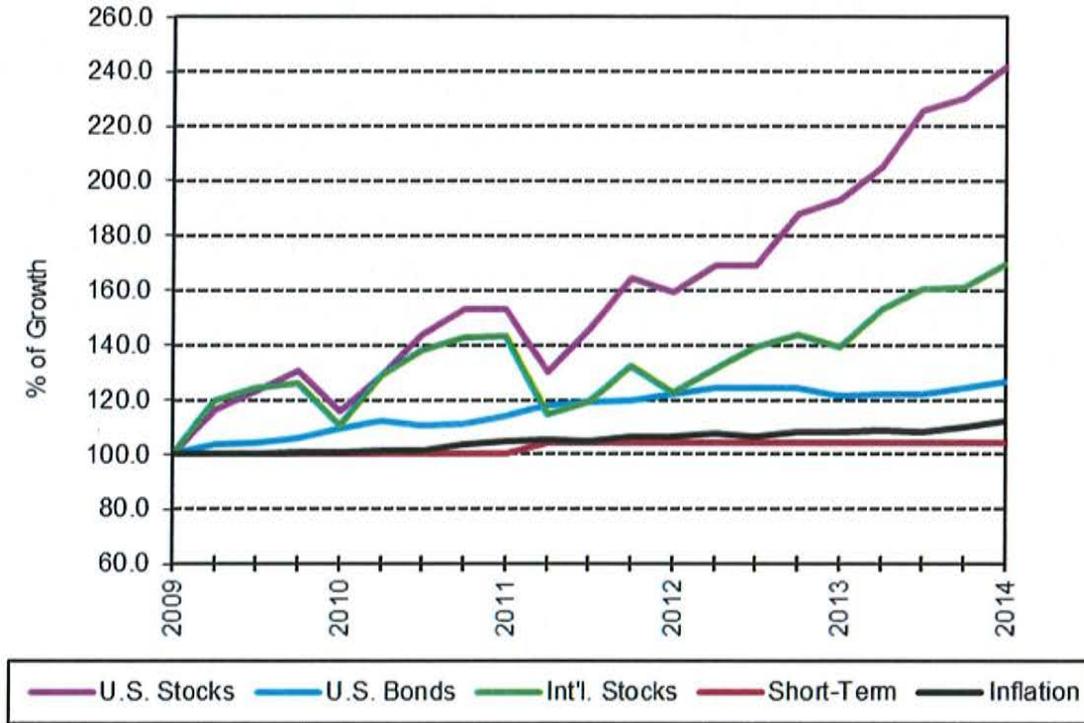
Patricia Ammann, Investment Officer	DC & Trust Services
Cassandra Boll, Investment Officer	Cash Mgmt. Services
Tammy Brusehaver, Investment Officer	Public Markets
Stephanie Gleeson, Investment Officer	Public Markets
Aaron D. Griga, Investment Officer	Public Markets
Ryan O. Hill, Investment Officer	Alternative Investments
Andrew Krech, Investment Officer	Alternative Investments
Steven P. Kuettel, Investment Officer	Cash Mgmt. Services

### Administrative Staff

Shirley Baribeau	Accounting Officer, Senior
Julie Grill	Accounting Officer, Intermediate
Kailee Kemp	Office Administrative Specialist
Kathy Leisz	Information Technology Specialist 2
Melissa Mader	Office Admin. Specialist, Intermediate
Wendy Murphy	Accounting Officer, Senior
William J. Nicol	Accounting Director

# The Year in Review

## Cumulative Growth of Capital Markets Last Five Fiscal Years (2010 – 2014)



	2010	Year Ending June 30			2014	Annualized (1) 2009 - 2014
<b>U.S. Stocks</b> Russell 3000	15.7%	32.4%	3.8%	21.5%	25.2%	19.3%
<b>U.S. Bonds</b> Barclays Capital Aggregate Bond Index	9.5%	3.9%	7.5%	-0.7%	4.4%	4.9%
<b>International Stocks</b> MSCI All Country World Index Ex. USA (MSCI ACWI ex USA Net)	10.4%	29.7%	-14.6%	13.7%	21.7%	11.1%
<b>Short-Term Investments</b> 90 Day U.S. Treasury Bills	0.1%	0.1%	0.0%*	0.1%	0.1%	0.1%
<b>Inflation Rate</b> Change in Consumer Price Index (CPI)	1.1%	3.6%	1.7%	1.8%	2.1%	2.0%

(1) Annualized return is the annual compounded rate of return.

\*Actual return is 0.04%

## ***The Year in Review***

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### **How Have Stocks, Bonds And Other Investments Performed?**

The U.S. stock market, as measured by the Russell 3000 index, increased 25.2% for the year ending June 30, 2014. Within the Russell 3000, large capitalization stocks outperformed shares of smaller stocks and growth companies led value companies. Technology was the best performing sector in the Russell 3000 with a 33.7% return while the Utilities sector was the worst performing sector with a 16.5% return.

The U.S. bond market, as measured by the Barclays Capital U.S. Aggregate Bond Index, returned 4.4% for the twelve months ending June 30, 2014. Within the bond market, U.S. Treasuries returned 2.0%, corporate bonds returned 7.7%, agency mortgage-backed securities returned 4.7%, commercial mortgage-backed securities returned 4.2%, asset-backed securities returned 1.8% and agency bonds returned 3.2%.

International equity markets returned 21.7% for the year in U.S. dollar terms, as measured by the Morgan Stanley Capital International All Country World Index excluding the United States net of taxes on dividends (MSCI ACWI ex. U.S. net), which represents the developed and emerging international markets outside the U.S. The MSCI World ex. U.S. Index net, which represents developed international markets, returned 23.8% for the year. The United Kingdom, Japan and Canada, which together comprise over 47% of the index, returned of 26.6%, 9.9% and 26.3%, respectively. The emerging markets, as measured by the MSCI Emerging Markets Free Index net, returned 14.3% for the year in U.S. dollar terms. China, Korea and Taiwan were the largest countries in the index at the end of the fiscal year with a combined weight of 46%. They returned 15.7%, 24.4% and 20.0%, respectively.

# Volunteer Firefighter Account

The Volunteer Firefighter Account provides a balanced investment program. The objectives of the Account are to provide high returns from capital appreciation and current yield while reducing the chance for large temporary decreases in value. To achieve these objectives, the Account is invested in a mix of domestic equities, international equities, bonds and cash. The market value of the account is approximately \$26.2 million.

While holdings vary day to day, the following is the targeted asset mix:

- 35% domestic stocks
- 15% international stocks
- 45% fixed income
- 5% cash

The domestic stock segment is passively managed to closely approximate the returns of the U.S. stock market as a whole as measured by the Russell 3000 index. The international stock segment is managed in a variety of styles and is invested primarily in large, developed international markets such as Japan, the United Kingdom, Canada, France, Germany and Australia, with a portion invested in developing countries, or emerging markets, in Asia, Latin America, Eastern Europe, the Middle East and Africa. The fixed income segment earns returns by investing in high-quality corporate bonds, mortgage securities and U.S. Government issues. The cash segment is invested in a short term fund of high-quality money market instruments.

### How Will This Account Perform Over Time?

The Volunteer Firefighter Account is a balanced or diversified investment program in one account. As with any investment program that includes stocks and bonds, the Account will provide returns that vary with changes in the market. Market value growth and dividend income from the domestic and international stock holdings can provide higher returns than bonds and cash investments. The international stock holdings add a measure of diversification to the domestic stock holdings as various international markets can perform differently. While returns on bonds are often lower than returns on stocks, the bond returns tend to be more stable and can provide some protection against wide swings in stock market returns.

### Who Manages The Account?

See page 4 for a listing of these managers.

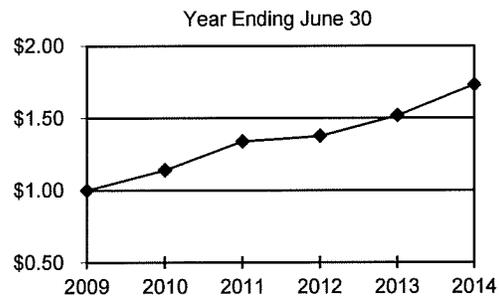
### How Is The Value Of This Account Determined?

Participating entities own shares in the Account, much like you would in a mutual fund. The share value is determined daily and is based on the market value of the entire Account. Any dividend or interest income is reinvested in the Account at the time it is earned. Investment returns reflect all realized and unrealized gains and losses generated by the Account.

### What Is The Past Investment Performance Of This Account?

The graph below shows how \$1.00 would have grown over the past five years had it been invested in the Volunteer Firefighter Account. (Performance prior to FY2011 is estimated based on the targeted asset mix.)

The table displays the returns of the account over the past five years. (Performance prior to FY2011 is estimated based on the targeted asset mix.)



	Year Ending June 30	
	Share Value	Rate of Return
2010*	\$9.90	14.0%
2011	11.63	17.5
2012	11.93	2.6
2013	13.17	10.4
2014	15.01	13.9

\* FY2010 return is estimated based on the targeted asset allocation.

Note: Investment management fees are deducted before share values and rates of return are calculated.

For the 12 month period ending March 31, 2014, the investment management fees were approximately \$0.10 per \$100 invested.

The Minnesota Supplemental Investment Fund  
is managed by the Minnesota State Board of Investment



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**Board Members:**

Governor Mark Dayton  
State Auditor Rebecca Otto  
Secretary of State Mark Ritchie  
Attorney General Lori Swanson

**Executive Director and Chief Investment Officer:**

Mansco Perry III

The table below lists prorated benefits based on a full, unreduced pension after 20 years:

Completed full years of good-time service credit	Percentage of the full service pension
5	40%
6	44%
7	48%
8	52%
9	56%
10	60%
11	64%
12	68%
13	72%
14	76%
15	80%
16	84%
17	88%
18	92%
19	96%
20 or more	100%

### Transition Period

Because the Statewide Volunteer Firefighter Retirement Plan requires participants to have a minimum of five years of good-time service to be vested in the plan, special rules apply to firefighters who are vested in their relief association but not yet qualified under the SVFRP. Until an individual has five years under the SVFRP, any benefit due is based on the qualification rules and benefit level of the relief association at the time it joined the statewide plan. The same is true for firefighters who have already retired but have not yet collected a pension. Once a firefighter has earned five years of good-time service under the SVFRP, all future benefits are based on the level chosen by the participating department.

### Advantages for Volunteer Departments

- ➔ Your department is relieved of its annual reporting and auditing requirements
- ➔ You transfer your plans administration headaches to PERA
- ➔ You use the investment expertise of the State Board of Investment (6% assumed earnings vs. your current 5%)
- ➔ The SVFRP offers comparable or higher benefits to your firefighters at the same cost to your municipality
- ➔ Benefits are portable between all plans covered by the SVFRP
- ➔ Your departments can concentrate on its first duty, protecting lives and property in your community

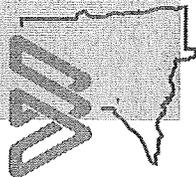
If you have any questions about the Statewide Volunteer Firefighters Retirement Plan, please write our office at:

**PERA**  
 60 Empire Drive, Suite 200  
 St. Paul, MN 55103

or call our toll-free number, 1 800 652-9026. Additional information on the SVFRP can be found at [www.mnpera.org](http://www.mnpera.org)

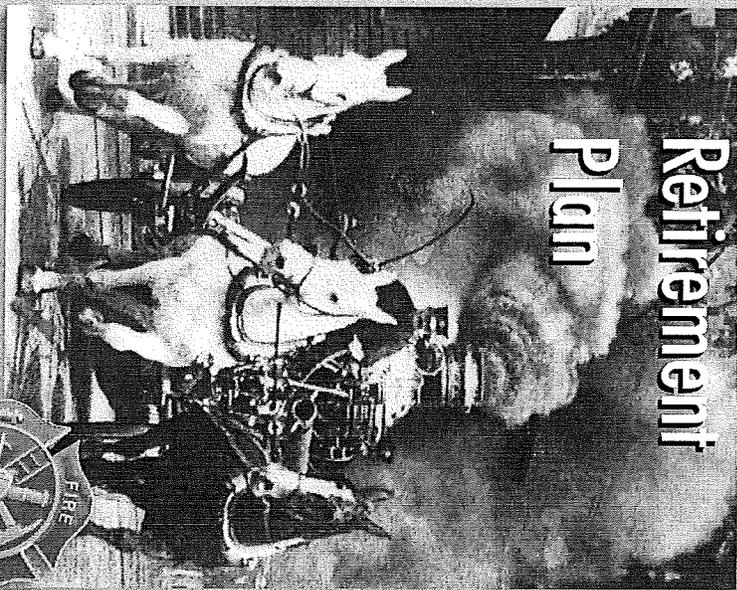
This document is available in alternative formats to individuals with disabilities by calling 1 800 652-9026 or through the Minnesota Relay Service at 1 800 627-3529.

This pamphlet is meant to explain the Public Employees Retirement Association of Minnesota law as simply and accurately as possible. If there is any discrepancy between this publication and the actual law, the provisions of the law will govern.



# Statewide Volunteer Firefighter

# Retirement Plan



Public Employees Retirement  
 Association of Minnesota





## **AGENDA REPORT**

**TO:** City Administrator Joe Kohlmann  
**FROM:** St. Francis Fire Dept. Relief Assoc.  
**SUBJECT:** Relief Association Benefit Increase  
**DATE:** 12/07/15

### **INTRODUCTION**

Saint Francis Fire Department Relief Association has passed an increase in their retirement benefit level from the current \$2100.00 per year to \$3100.00 per year of service

### **BACKGROUND**

Last increase received was in 2007

### **RECOMMENDATION**

For city council to change Bylaws to \$3100.00 per year of service

### **BUDGET IMPACT**

None

#### Attachments:

1. Resolution 2015-70 File 3100

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

**RESOLUTION 2015-70**

**A RESOLUTION AMENDING THE ST. FRANCIS FIRE DEPARTMENT RELIEF  
ASSOCIATION RETIREMENT PLAN**

WHEREAS, the St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 except for the portion relating to the retirement plan, and

WHEREAS, the St. Francis Fire Department Relief Association provided further justification for the increase in the Defined Benefit Lump Sum Retirement Plan from \$2,100 to \$3,100 for each year of service,

NOW, THEREFORE, BE IT RESOLVED the City of St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 include the Defined Benefit Lump Sum Retirement Plan of \$3,100 per year of service.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>th</sup> DAY OF DECEMBER, 2015

APPROVED:

ATTEST:

\_\_\_\_\_  
Steve Kane, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

## **AGENDA REPORT**

**TO:** City Administrator Joe Kohlmann  
**FROM:** St. Francis Fire Dept. Relief Assoc.  
**SUBJECT:** Relief Association Transition to PERA  
**DATE:** 12/07/15

### **INTRODUCTION**

Request to move Investment monies from Ameriprise Financial to Public Employees Retirement Association aka (PERA)

### **BACKGROUND**

The SFFD Relief Association currently handles its own relief money through an Investment company

### **RECOMMENDATION**

To allow the Saint Francis Fire Department Relief Association to be able to move it's investment money to PERA

### **BUDGET IMPACT**

None

Attachments:

1. Resolution 2015-71 File 2015pera
2. Investment Information

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

**RESOLUTION 2015-71**

**A RESOLUTION TO THE ST. FRANCIS FIRE DEPARTMENT RELIEF  
ASSOCIATION RETIREMENT PLAN**

WHEREAS, the St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 except for the portion relating to the adoption of the Public Employees Retirement Association of Minnesota plan, and

WHEREAS, the St. Francis Fire Department Relief Association provided further justification to move monies from the investment fund to the Public Employees Retirement Association of Minnesota plan,

NOW, THEREFORE, BE IT RESOLVED the City of St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 include the Public Employees Retirement Association of Minnesota plan.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>th</sup> DAY OF DECEMBER, 2015

APPROVED:

ATTEST:

\_\_\_\_\_  
Steve Kane, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

## **AGENDA REPORT**

**TO:** City Administrator Joe Kohlmann  
**FROM:** St. Francis Fire Dept. Relief Assoc.  
**SUBJECT:** Relief Association Employee Vesting  
**DATE:** 12/07/15

### **INTRODUCTION**

Request to move vesting to 5 years starting at 40%

### **BACKGROUND**

Current vesting starts at 10 years starting at 60%

### **RECOMMENDATION**

We would like the 10 year vesting starting at 60% with 4% increments per year, moved to 5 years vesting starting at 40% with 4% increments per year. This would line up with PERA guidelines

### **BUDGET IMPACT**

None

Attachments:

1. Resolution 2015-72 File article III
2. Vesting summary sheet

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

RESOLUTION 2015-72

A RESOLUTION AMENDING THE ST. FRANCIS FIRE DEPARTMENT RELIEF  
ASSOCIATION ARTICLE III VESTING

WHEREAS, the St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 except for the portion relating to ARTICLE III, and

WHEREAS, the St. Francis Fire Department Relief Association provided further justification to make changes to Article III, Vesting at 40% after 5 years of service,

NOW, THEREFORE, BE IT RESOLVED the City of St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 include Article III Vesting at 5 years of service.

3.1 Full Vesting of Accrued Benefit. A participant shall have a fully vested and non-forfeitable interest in the Participant's Accrued Benefit upon completion of 20 Years of Active Service.

3.2 Partial Vesting of Accrued Benefit. The following vesting schedule shall apply to a Participant with fewer than 20 Years of Active Service:

<u>Years of Active Service</u>	<u>Vested Percentage</u>
05 but less than 06	40%
06 but less than 07	44%
07 but less than 08	48%
08 but less than 09	52%
09 but less than 10	56%
10 but less than 11	60%
11 but less than 12	64%
12 but less than 13	68%
13 but less than 14	72%
14 but less than 15	76%
15 but less than 16	80%
16 but less than 17	84%
17 but less than 18	88%
18 but less than 19	92%
19 but less than 20	96%
20 or more	100%

3.3 Determining Years of Active Service for Vesting. All Years of Active Service shall be taken into account for purposes of determining a Participant's vested Accrued Benefit, including Years of Active Service with the Fire Department prior to the Effective Date.

3.4 Forfeiture of Accrued Benefit. In the event a Participant with an Accrued Benefit that is 0% vested (a) ceases Active Service with the Fire Department, and (b) is not eligible for a Retirement Benefit or Disability Benefit, the Participant will be deemed to have received a distribution of the Participant's entire Accrued Benefit and shall forfeit such Accrued Benefit when the Participant has not been credited with any Active Service with the Fire Department for a period not shorter than five years.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>th</sup> DAY OF DECEMBER, 2015

APPROVED:

ATTEST:

\_\_\_\_\_  
Steve Kane, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

## **AGENDA REPORT**

**TO:** City Administrator Joe Kohlmann  
**FROM:** St. Francis Fire Dept. Relief Assoc.  
**SUBJECT:** Relief Association Contribution  
**DATE:** 12/07/15

### **INTRODUCTION**

The Relief Association would like the city to start contributing to the relief investment fund.

### **BACKGROUND**

Approximately 6 years ago the city discontinued contributing to the relief investment fund.

### **RECOMMENDATION**

Start contributing \$500.00 per employee per year to go towards the relief investment fund.

### **BUDGET IMPACT**

If the fire department had 25 firefighters, the cities cost would be \$12,500 per year. This is an unbudgeted expenditure for 2016

Attachments:

Resolution 2015-73 File 2015 500

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

**RESOLUTION 2015-73**

**A RESOLUTION TO THE ST. FRANCIS FIRE DEPARTMENT RELIEF  
ASSOCIATION CONTRIBUTION PLAN**

WHEREAS, the St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 except for the portion relating to the contribution plan, and

WHEREAS, the St. Francis Fire Department Relief Association provided further justification for the increase in the Annual contribution of \$500.00 per year per fire Fighter in good standing,

NOW, THEREFORE, BE IT RESOLVED the City of St. Francis City Council adopted the Revised St. Francis Fire Department Relief Association Bylaws on December 07, 2015 include the Contribution Plan of \$500 per year per fire fighter in good standing.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 7<sup>th</sup> DAY OF DECEMBER, 2015

APPROVED:

ATTEST:

\_\_\_\_\_  
Steve Kane, Mayor

\_\_\_\_\_  
Barbara I. Held, City Clerk

# MEMO

To: Mayor and Council

From: City Administrator

Date: 12/7/15

RE: Non-Union Cost of Living Adjustments (COLA)

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Staff is trying to determine the appropriate cost of living adjustments (COLA) for non-union employees. Historically, there have been slight variations between union and non-union staff members. Union contracts may have provisions that are not addressed with non-union staff members (i.e. holiday banks for police officers). Generally speaking, these are usually due to the nature of the work or work hours required. Police and Public Works Unions are set to receive a **2.5%** increase in 2016.

In some years, Unions have been given a contribution to a Health Care Savings account in lieu of a COLA. *Attached* is a table of COLA and HSA contributions since 2012.

Mainly due to Staff transitioning, Non-Union employee COLAs were not determined when preparing the 2016 Budget. The COLA adjustment used for planning purposes in the 2016 Budget was **3.25%**.

The 2016 Budget is anticipated to be set with a **2%** levy increase; with **1%** being allocated to debt projects and **1%** being dedicated to Capital Equipment.

Operational expenditures for the City's General fund are increasing **0%**.

**Action to be considered:**

Approve a Cost of Living Adjustment for Non-Union Staff effective January 1<sup>st</sup>, 2016.

		Non-Union	Police Union	Maintenance Union
2016	COLA	?	2.50%	2.50%
	HealthCare Savings	0%	2%	2%
2015	COLA	3.25%	3.25%	3.25%
	HealthCare Savings	0%	2%	2%
2014	COLA	3.00%	1.50%	1.50%
	HealthCare Savings	0%	2%	2%
2013	COLA	1.50%	0.00%	0.00%
	HealthCare Savings	0%	2%	2%
2012	COLA	1.00%	0.00%	0.00%
	HealthCare Savings	0%	1%	1%